

BLOOMFIELD  
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DECLARATION OF RESTRICTIONS AND COVENANTS

THIS AGREEMENT made on the date hereafter set forth by and between DUCHESNE COLLEGE and CONVENT OF THE SACRED HEART (sometimes referred to herein as "Duchesne"), and DEVELOPERS CONSOLIDATED, INC., a Nebraska corporation (sometimes hereinafter referred to as "Declarant"), the parties being jointly referred to as "Declarants".

WITNESSETH:

WHEREAS, Duchesne College and Convent of the Sacred Heart owns certain real property which is legally described as follows:

Phase I:

Legal Description:

That part of the East one-half of Section 16, T15N, R12E of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the East quarter corner of said Section 16; thence S00°04'07"E (assumed bearing) on the East line of said Section 16, 330.00 feet to a point on the Easterly extension of the North line of Nicholas Street, thence S89°57'16"W on the North line of Nicholas Street and its Easterly and Westerly extension, 893.92 feet to the point of beginning; thence continuing S89°57'16"W on the Westerly extension of the North line of Nicholas, 427.21 feet to the West line of the NE¼ of the SE¼ of said Section 16; thence North on the West line of the NE¼ of the SE¼ of said Section 16, 509.77 feet (measured) 510.00 feet (recorded); thence N89°56'04"E, 427.21 feet; thence South on a line 427.21 feet East of and parallel to the West line of the NE¼ of the SE¼ of said Section 16, 509.92 feet (measured), 510.00 feet (recorded) to the point of beginning. (Containing 5.00 Acres more or less).

Phase II:

Legal Description:

That part of the East ½ of Section 16, T15N, R12E of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the East ¼ corner of said Section 16, thence South 00°04'07"E (assumed bearing) on the East line of said Section 16, 330.00 feet to a point on the Easterly extension of the North line of Nicholas Street; thence S89°57'16"W, on the North line of Nicholas Street and its Easterly and Westerly extension, 468.60 feet to the point of beginning; thence continuing S89°57'16"W on the North line of Nicholas Street and its Westerly extension, 425.32 feet; thence North on a line 427.21 feet East of and parallel to the West line of the Northeast ¼ of the Southeast ¼ of said Section 16, 509.92 feet (measured) 510.00 feet (recorded); thence North 89°56'04"E, 424.71 feet; thence South 00°04'07"E on a line 468.60 feet West of and parallel to the East line of said Section 16, 510.07 feet (measured) 510.00 feet (recorded) to the point of beginning. (Containing 4.98 Acres more or less).

which parcels are jointly referred to herein as the "Subject Property"; and

WHEREAS, Developer holds an option granted by Duchesne to purchase the Subject Property; and

WHEREAS, Deveoper intends to develop the Subject Property into a professional office park; and

WHEREAS Jack N. Jensen and Francis Jensen, husband and wife, and James F. Johnson and Mary Ellen Johnson, husband and wife, hereinafter referred to as "the adjoining homeowners", are the owners of Lots 10 and 11, respectively, in Bloomfield Hills Addition, which lots adjoin the Subject Property on the west; and

WHEREAS, The Summit Condominiums, a residential condominium development, partially adjoins the Subject Property on the north and is represented by the Summit Condominium Property Regime; and

WHEREAS, the Bloomfield Townhomes, a residential condominium development presently under construction also partially adjoins the Subject Property on the east and is represented by the Bloomfield Townhome Property Regime; and

WHEREAS, Declarants desire to place certain restrictions and covenants on the development, use and occupation of the Subject Property which shall be binding on Declarants and all future owners of all or any part of the Subject Property, their grantees, heirs and assigns, and which said restrictions and covenants shall also be for the benefit of all of the property owners in the Summit Condominium Addition, the Bloomfield Townhomes, and Jack M. Jensen and Francis Jensen, husband and wife, and James J. Johnson and Mary Ellen Johnson, husband and wife, and all of their respective successors and assigns,

NOW, THEREFORE, Declarants do hereby declare, covenant and agree that the Subject Property shall be held, used, sold and conveyed subject to the following restrictions, conditions and covenants (hereinafter collectively called "Covenants"), to-wit:

1. These Covenants shall apply to the Subject Property as and to the extent hereinafter described, and shall be effective as to Phase I and Phase II respectively at such time as title to each such parcel is received by Developers Consolidated Inc., its successors, assigns, or any person, corporation, or entity directly or indirectly related to Developers Consolidated Inc. The Covenants shall run with the land, and once applicable

to each such parcel, shall thereafter be binding upon the then property owners and all parties acquiring in the future any right, title or interest in the Subject Property, commencing with the effective date as to each parcel and continuing until 25 years after date of filing of these Covenants of Records in the Office of Register of Deeds of Douglas County, Nebraska, or as otherwise terminated as provided in this Ageement.

Declarant and Duchesne agree that should Declarant or those parties described in Paragraph 1 above fail to exercise its or their option to purchase, as to either Phase I or Phase II or both parcels, that any parcel for which the option is not exercised will not be used for any purpose other than those permitted by R-2 zoning of the city of Omaha, as R-2 zoning now exists, or by these covenants, unless application is made and acted upon as provided in Paragraph 5 for reversion of the zoning to R-2.

2. Subject to the provisions of Paragraph 1 above, these Covenants shall run with the Subject Property and shall inure to the benefit of and be binding upon the present and future owners of all or a portion of the Subject Property and shall likewise be for the benefit of any and all persons or entities who may now own or who may hereafter own property in the Summit, Lots 11 and 12, Bloomfield Hills Addition, or Bloomfield Townhomes. Any person or entity specifically identified in this Paragraph 2 for whose benefit these restrictions and covenants are declared and enunciated, is hereby given the right to prosecute any proceedings at law or in equity against the person(s) or entity(s) violating or attempting to violate any such Covenants, and either to prevent him, it, or them from so doing, or to recover damages or other dues for such violation or both damages and injunctive relief. Failure by any persons or entities to enforce any restriction or covenant hereinafter set forth shall in no event be deemed a waiver of the right to do so thereafter.

3. These Covenants shall be recorded by the attorney for the Adjoining Homeowners at Declarant's expense, in the office of the Register of Deeds for Douglas County, Nebraska, promptly:

- a. After, but not before, the effective date of the ordinance rezoning the Subject Property to R-9, C-1, P-1, pursuant to the pending rezoning request; and
- b. Further, only after written notice by Declarant that it has exercised its option to purchase either Phase I or Phase II of the Subject Property in whole or in part, or in the alternative in the absence of such notice, as provided in Paragraph 5 herein.

4. The use and occupancy of the Subject Property shall be restricted as to Phase I and Phase II (when acquired as provided in Paragraph 1 hereof) as follows:

- a. Exterior Lighting: No exterior lights may be higher than twelve (12) feet, and shall be of the type that diffuse the lighting downward.
- b. Retaining Walls and Fencing:
  - i. All retaining walls will have an exterior surface appearance of other than concrete block. Such walls will be decorative and landscaped.
  - ii. A fence will be constructed along the west property line which will match as closely as reasonably possible the existing fence bordering the Subject Property on the North.
- c. Restriction on Usage:
  - i. The areas designated and zoned R-9 and P-1 will be restricted to use as professional offices and related parking, offices for medical doctors, dentists, osteopaths, optometrists, podiatrists, chiropractors, attorneys, accountants, architects, engineers. No exterior lighted signs will be permitted.
  - ii. The area designated C-1 is limited to that presently zoned C-1, which in no event shall exceed 3,200 square feet. The C-1 area may be used for those purposes designated in the preceding subparagraph and (i) for the dispensing of eyeglasses, contact lenses, and related items, and for the operation of a pharmacy whose activities and sales will be limited to the traditional apothecary functions of dispensing prescription and non-prescription drugs, first aid items, health, first aid and birth control remedies, medication and devices, therapeutic and prosthetic appliances and aids. No exterior lighted signs will be permitted.
- d. Landscaping:
  - i. Trees and shrubbery will be installed as construction progresses in accordance with the Landscaping Plan attached hereto, marked Exhibit A and incorporated herein. Such plan includes along a portion of the east border of the property coniferous trees

at least 6 feet in height, and provides for varieties of specified trees whose normal height at maturity at their respective locations as shown on Exhibit A.

- ii. Declarant will install and maintain the burms shown on Exhibit A at the northeast and southeast corner of Parcel II at the time of grading of Parcel I and II, and shall landscape such burms and plant the coniferous trees along the east border of Parcel II during the first planting season after completion of grading.
  - iii. All such trees and shrubbery shall be maintained and replaced when reasonably required during the existence of these covenants.
- e. Exterior of Buildings:
- i. Roofs shall be covered with wood shake shingles.
  - ii. No building shall exceed two (2) stories in height.
  - iii. The exterior walls of the buildings will be surfaced primarily with brick and glass.
  - iv. Air conditioning equipment and refuse containers shall be located at ground level and will be screened with wood trim, fencing and/or shrubs.
- f. No Access to Roadway on East. Declarant agrees that after Declarant or its transferees, grantees, successors, assigns, or related parties or their transferees, grantees, successors, or assignees, as described in Paragraph 1 hereof acquire legal or equitable title to Phase II, that Declarant's right to vehicular access to the Subject Property to or from the existing roadway adjoining on the east shall terminate. Such roadway is marked "Roadway" on Exhibit B.
- g. Termination of Zoning. If substantial contracts for commencement of construction of the Condominium Office Park have not been entered into and/or if no action has been commenced to construct said Condominium Office Park on the Subject Property by April 1, 1987, application may be made by any beneficiary hereof, and the City Planning Board will be authorized to revert the zoning of the property to R-2 zoning or its then equivalent. After the effective date of such reversion of zoning, an affidavit will be filed of record with the register of Deeds of Douglas County, Nebraska by any beneficiary

evidencing the action taken and the date thereof, and effective on such filing of the affidavit with the Register of Deeds all covenants and restrictions delineated herein shall expire and be of no further force and effect.

5. Notwithstanding the foregoing, the covenants and restrictions delineated herein shall be applicable to each phase of the Subject Property as of the date it is purchased by Declarant, or prior thereto upon the effective date of zoning to R-9, C-1, P-1 and the development of such Phase II by the holder of Legal or equitable title if other than the Declarant; provided, however, they shall terminate on the filing of a request for the zoning to revert to R-2, in accordance with the following provisions of this Paragraph 5.

In the event the option to purchase Phase I is not exercised by Declarant by April 1, 1987 or upon the earlier termination of Declarants option, application may be made for the reversion of the zoning of Phase I to R-2 by any beneficiary hereof or by the owner of Phase I. Such application shall be uncontested by the signatories to this agreement and by their execution of this agreement the signatures hereby give their consent to such reversion. The City Planning Department by this instrument is requested to take such action as is required to expedite such reversion of zoning.

Upon the filing of such application for such Phase I reversion zoning, and conditioned on its remaining on file until acted upon, all covenants and restrictions delineated herein as they relate solely to Phase I shall expire in total and be of no further force and effect. The intent of the Parties is that should Phase I not be developed as contemplated herein, that any alternative development shall require re-application for zoning from R-2, which application by City ordinance, would provide for comments by concerned citizens as to the appropriateness of such future zoning request and objections thereto; provided, however, that nothing herein shall prevent development of either Phase I or Phase II at any time by any owner thereof in conformity with the provisions of the covenants contained herein.

6. The Covenants shall become effective on, but not prior, to the date of recording in the Office of the Register of Deeds by said counsel for the Adjoining Homeowners, as provided in Paragraphs 3 and 5 above.

7. The Covenants shall not be affected by and shall remain in full force and effect, notwithstanding invalidation of any one of same by judgment or court order, except as to such restriction or covenant so invalidated.

8. The covenants and restrictions herein may be amended from time to time hereafter with the written consent of Bloomfield Hills Professional <sup>PLA</sup> Condominium Association, Bloomfield Hills Townhomes Property Regime, the Summit Condominium Association, or any of their respective successors or assigns, together with the consents of Jack and Francis Jensen, husband and wife, and James F. Johnson and Marilyn Johnson, husband and wife, or their successors in title to Lots 10 and 11, respectively in Bloomfield Hills Addition.

9. Unless terminated as provided herein, the Covenants shall run with the land for a period of 25 years from and after their being filed of record as herein provided, at which time they shall terminate, and they shall be binding on the parties hereto, their heirs, grantees, transferees, personal representatives, successors, and assigns.

IN WITNESS WHEREOF the undersigned have executed this Declaration of Restrictions and Covenants on October 11,  
1983.  
1984

DUCHESNE COLLEGE and  
CONVENT OF THE SACRED HEART

BY Barbara B. Fitzgerald  
President, Board of Trustees

DEVELOPERS CONSOLIDATED, INC.,

BY Michael F. Wilke  
Title President

STATE OF NEBRASKA     )  
                                  )     ss.  
County of Douglas     )

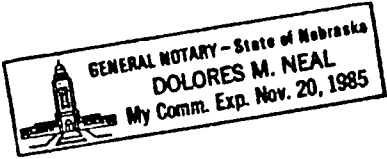
The foregoing instrument was acknowledged before me on October 11, 1984, by Barbara B. Fitzgerald President of the Board of Trustees of Duchesne College and Convent of the Sacred Heart.

Dolores M. Neal  
Notary Public



STATE OF NEBRASKA )  
 )  
County of Douglas ) ss.

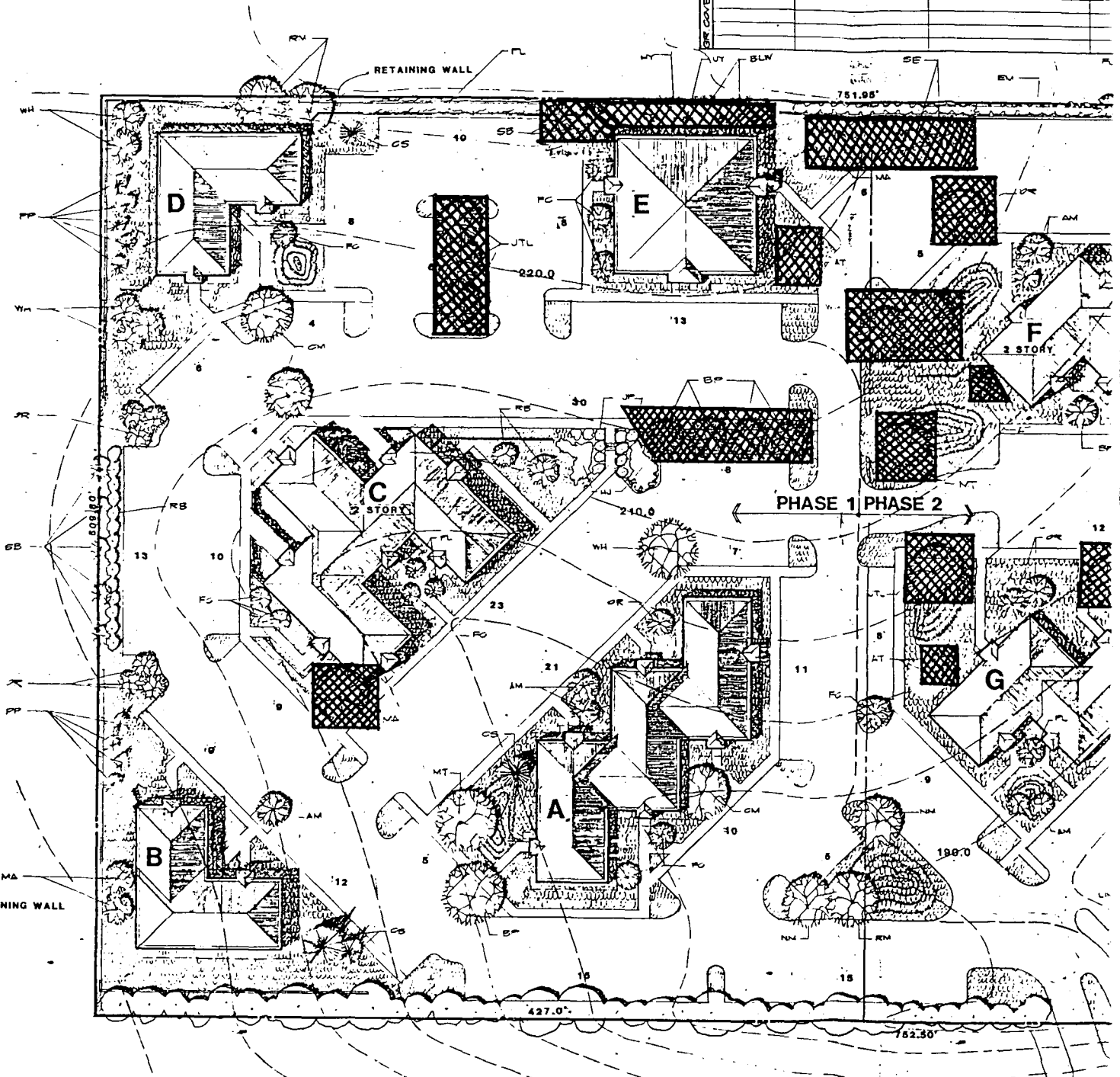
The foregoing instrument was acknowledged before me on October 11, 1984, by Michael F. Welke President of Developers Consolidated, Inc., on behalf of the corporation.



Dolores M. Neal  
Notary Public



SYMBOL	COMMON NAME	BOTANICAL NAME
BP	BRADYONIA BEAR	PIRUS CALLERIANA BRADYONIA ?
FC	FLOWERING CRAB	PIRUS CALLERIANA BRADYONIA ?
SB	SERVICE BERRY	AMELANCHIER CINACENSIS
AT	TEQUILA APPLES	TRIAJA OCCIDENTALIS TEQUILA B
WH	WASHINGTON HAWTHORN	CRATAEGUS PLANOPIRYUM ?
JTL	JAPANESE TREE LILAC	SYRINGA AMURENSIS JAPONICA
BLW	BIG LEAF WINDLEBERRY	BENNETT'S FORTUNEI



LANDSCAPE SITE PLAN



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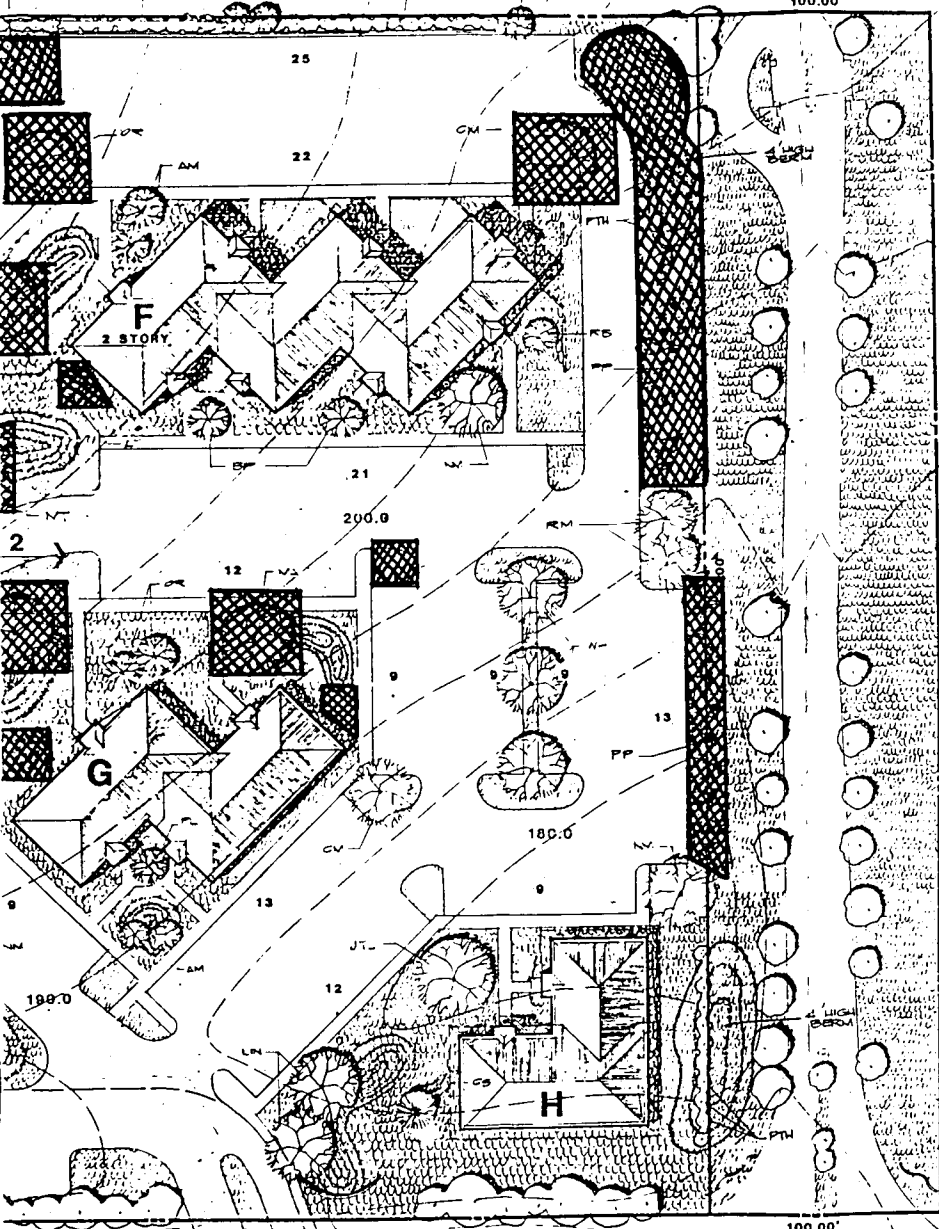
- TRUSS C
- WELANGI
- TRIAJA CC
- CRATAEG
- SYRINGA
- VEGET
- 2
- 190'
- 50'
- CAF PL
- 30

# PLANTING SCHEDULE

BOTANICAL NAME	SIZE	SPACING	SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	SPACING
FRAX GALEATA BRADSHAW	2 1/2" B' GAL B&B		VF	WINDY TREE	FRAX GALEATA	2 1/2" B' GAL B&B	
MELANOCYPER CANADENSIS			VA	EUROPEAN MTN ASH	FRAX GALEATA		
FRAX GALEATA BRADSHAW	2 1/2" B' GAL B&B		LN	REDMUND LINDEN	TILIA EUROPAEA RECMUND		
			NM	NORWAY MAPLE	ACER PLATANOIDES		
			RM	RED MAPLE	ACER RUBRUM		
			CM	CROMBON KING MAPLE	ACER PLATANOIDES		
			AM	AMUR MAPLE	ACER GINNALA		
			OR	RUSSIAN OLIVE	ELAEAGNUS ANGUSTRIFOLIA		
			FL	PURPLE LEAF PLUM	CORDON ROSEA		
			RS	EASTERN REDBUD	CERIS CANADENSIS		
			PF	PINKY FINE	FRAX GALEATA	6" B&B	
			CS	CLAUDEAU SPRUCE	PICEA MARMILA	8" B&B	
			FTL	FRAX GALEATA	FRAX GALEATA	24" x 30" LT 5 GAL GNT	6' x 6' 00"
			LY	LICKS YEW	TAXUS MEDIA HICKS	24" x 30" LT 5 GAL GNT	4' x 4' 00"
			EM	EMERALD GREEN	YUCCA ATROVIRENS	24" x 30" LT 5 GAL GNT	2' x 2' 00"
			PL	PURPLE LEAF PLUM	CORDON ROSEA	24" x 30" LT 5 GAL GNT	2' x 2' 00"
			JU	JUGOS JUNIPER	JUNIPUS HORIZONTALIS	18" x 18" SP 2 GAL GNT	2' x 2' 00"
			JP	JACKMAN POTENTILLA	POTENTILLA FRUTICOSA	2 GAL GNT	2' x 2' 00"
			UT	UPRIGHT YEW	TAXUS CURPICATA CAPITATA	2 GAL GNT	AS SHOWN ON DNG

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BOOK 721 PAGE 749



### FACILITIES

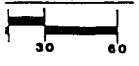
- PHASE 1:**  
 GROSS BLDG. AREA - 44,800 S.F.  
 PARKING - 268 CARS (6 PER 1000 S.F.)  
 SITE AREA - 5 ACRES
- PHASE 2:**  
 GROSS BLDG. AREA - 30,400 S.F.  
 PARKING - 182 CARS (6 PER 1000 S.F.)  
 SITE AREA - 5 ACRES
- FUTURE SITE:**  
 GROSS BLDG. AREA - 75,200 S.F.  
 PARKING - 450 CARS (6 PER 1000 S.F.)  
 SITE AREA - 10 ACRES

*Cross-Section*  
 Areas identified in bold shall have varieties of specific trees whose normal height at maturity will not exceed an elevation of 236ft AS SUCH ELEVATION RELATIVE TO THE PROJECT SITE AT ITS GROUND LEVEL ELEVATION FOR THE FINAL DEVELOPMENT GRADING PLAN.

BLOOMFIELD HILLS, MEDICAL CENTER

ROGER L. SCHUTTE & ASSOCIATES  
 architects  
 omaha, nebraska

CAPE PLAN



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RECEIVED  
 1984 OCT 26 PM 4:07  
 C. HAROLD HESTER  
 REGISTER OF DEEDS  
 DOUGLAS COUNTY, NEBR.

BOOK 721  
 PAGE 740  
 R.L. Schutte

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