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COLE INDUSTRIAL PARK
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration made this 24 day of April, 1979, by COLE INVESTMENT COMPANY, a Nebraska corporation, owner and developer of real property described as follows:

Lots One (1) through Seven (7), inclusive, Block One (1), Lots One (1) through Five (5), inclusive, Block Two (2), Lots One (1) through Seven (7), inclusive, Block Three (3), Lots One (1) through Twelve (12), inclusive, Block Four (4), all in Cole Industrial Park, Lincoln, Lancaster County, Nebraska.

Said owner and developer does hereby declare that the said real estate shall be held, sold and conveyed subject to the easements, restrictions, covenants, reservations, charges and conditions contained herein, which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest thereon or any part thereof, for a period of thirty (30) years from the date hereof, and automatically shall be continued thereafter for successive periods of twenty-five (25) years each; provided, however, at any time after date hereof the holders of the fee simple title of more than sixty-six and two-thirds percent (66 2/3%) of the area subjected to these restrictive covenants, exclusive of highways and railroad right-of-way, may release all or any part of the land so restricted from any one or more of said restrictions, or may alter, amend, modify or revoke any one or more of said restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same of record in the office of the Register of Deeds of Lancaster County, Nebraska. A recordable certificate by an abstractor doing business in Lancaster County, Nebraska, as to the record fee simple title holders of the property hereby restricted, and a recordable certificate by a registered or certified surveyor or engineer authorized to practice in the State of Nebraska as to the square footage owned by the record fee simple title holders as shown by said abstractor's certificate shall be deemed conclusive evidence of such ownership of property and square footage thereof so owned and hereby restricted with regards to compliance with the provisions of this section.

ARTICLE I
DEFINITIONS

1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any lot described above, including contract sellers, but excluding those acquiring such interests merely as security for the performance of any obligations.
2. "Developer" shall mean and refer to Cole Investment Company, a Nebraska corporation, or its successors.
3. "Lot" shall mean and refer to any portion of the real estate described above designated as such on the recorded subdivision plat, with the exception of streets.
4. "Subdivision" shall mean and refer to Cole Industrial Park which encompasses all of the real estate above described.

ARTICLE II
GENERAL PROVISIONS

1. All construction, including subsequent additions, shall be subject to the approval, both in design and materials, of the developer. All land not utilized for buildings, parking or other paved areas, shall be landscaped by the owner and the plans for such landscaping shall be subject to the approval of the developer. No building,

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improvement, landscaping, site grading or drainage work shall be commenced, erected or placed upon the premises without the prior written approval of plans and specifications by the developer. The approval required hereunder shall not be unreasonably withheld by the developer.

2. Open storage of raw materials, equipment, above-ground storage tanks, finished or semi-finished products shall not be permitted except in areas surrounded by a screening wall approved by the developer, screening said items from view from the public right-of-way. Said approval must be given by the developer in writing.

3. No structure of a temporary character, trailer, tent, shack, garage, barn or other temporary structure shall be erected upon, or used on any lot within said subdivision for temporary or permanent operation of the proposed occupant's business or permitted to remain on said lot without the prior written consent of developer. Said written consent shall not be unreasonably withheld by developer.

4. No outside storage shall be permitted in any front yard setback provided for herein.

5. No sign, billboard or advertising display shall be constructed, erected, placed or attached to any lot without the prior written approval of the developer, with the exception of block letter signs attached to a building below the roofline. No signs, billboards or advertising display shall be constructed, erected or placed upon the roof of any building.

6. Each portion of a lot which is not improved by the construction of buildings, approved surfacing, enclosed yards, or lawn areas, shall be landscaped, seeded, mowed and maintained with a cover planting which grows to a height not to exceed eighteen (18) inches. At no time shall any part of the land area be planted to cultivated row crops.

7. No auto wrecking, junk yards, or similar storage or salvage shall be permitted. No oil drilling, refining, mining operations or any kind of quarrying shall be permitted.

8. No building or structure shall be constructed within fifteen (15) feet of any front lot line within the subdivision. No building or structure shall be constructed on any lot nearer than five (5) feet from any side or rear lot line.

9. Except as otherwise provided in this Declaration, the applicable zoning regulations for the City of Lincoln, Nebraska, shall govern the height, side yard, and rear yard building setback requirements and permitted use of the premises; provided, however, that no part of the premises may be used for residential purposes.

10. No noxious or offensive trades, services or activities shall be conducted on any lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the owner, tenant or occupant of other lots within the subdivision by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

11. No automotive repair or sales facility shall be allowed within the subdivision.

12. Lot owners shall provide hard surfaced, off-street parking spaces in the ratio of one space for each three employees or on the ratio of one space for each 1,000 square feet of floor space of all buildings placed or erected upon the lot, whichever is greater. In no event shall lot owners be permitted to surface off-street parking spaces with gravel or any other non-hard surfaced material.

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In the event that the parking area required by the said floor space ratio exceeds that required by the said employee ratio, the lot owner may apply to the developer for authorization to reserve parking spaces for future development in lieu of immediate construction of additional parking spaces. Such authorization shall not be unreasonably withheld. No parking of any kind or nature shall be allowed within the dedicated streets of the subdivision.

13. All loading and unloading operations shall be off-street. In no case shall loading and unloading be permitted in the parking or lawn areas or in a location which will interfere with ingress or egress thereto. All loading areas shall be hard surfaced with a suitable dustless material.

14. Each owner, tenant or occupant of any lot shall keep said building site and building, improvements and appurtenances thereon in a safe, clean, neat, wholesome condition, and shall comply in all respects with all governmental statutes, ordinances, regulations, health, police and fire requirements. Each owner, tenant or occupant shall remove, at its own expense, any rubbish or trash of any character which may accumulate on its building site and shall keep unlandscaped areas maintained. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All such waste shall be stored and shall be screened or enclosed by a solid wall. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burning in open fires.

15. The owners of all lots within the subdivision which have sidewalks shall keep and maintain said sidewalks in a safe and sound condition and keep them free from snow, ice and other obstructions.

16. In the event that the owner of any lot located in this subdivision shall fail to fully satisfy the requirements set forth within these covenants and restrictions, the developer may proceed, after prior written notice to said lot owners of record, and fulfill and complete any work necessary to meet said requirements. The developer may charge each lot owner for its proportionate share of any costs incurred in fulfilling said owner's requirements. If said charges are not paid within thirty (30) days from the date of billing, the developer may file a mechanic's lien for improvement of an appurtenance upon the property of said owner and may bring an action at law to collect same or foreclose the lien against the property, and interest, costs, and a reasonable attorney's fee shall be added to the amount of such charges.

17. It is expressly understood and agreed that these covenants shall not be modified or waived and no exceptions shall be made thereto except with the covenant of developer or its successors or assigns designated in writing by document in recordable form executed on behalf of developer. In addition, it is expressly understood and agreed that these covenants are executed for the benefit of Cole Investment Company, a Nebraska corporation, as well as other persons or entities who shall now or hereafter own property located within this subdivision, and that these covenants may be enforced by any of such persons or entities.

18. If any lot owner, tenant, or occupant within this subdivision violates 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 doing so or to recover damages or other dues for such violation or both.

19. 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.

IN WITNESS WHEREOF, the undersigned have caused these Declarations to be duly executed the day and year first above written.

ATTEST



COLE INVESTMENT COMPANY,
a Nebraska corporation

BY:

Lois A. Cole
Secretary

BY:

Norman L. Cole
President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

Before me, a notary public in and for said county and state, personally appeared Norman L. Cole, President of Cole Investment Company, a Nebraska corporation, and Lois A. Cole, Secretary of Cole Investment Company, a Nebraska corporation, to me known to be the same and identical persons who signed the foregoing instrument as President and Secretary of Cole Investment Company, a Nebraska corporation, and they did acknowledge the execution thereof to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on this 23rd day of April, 1979.

[Signature]
Notary Public

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LANCASTER COUNTY NEBR
REGISTER OF DEEDS

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INST. NO. 79-9639

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Wolfe, Hurd, Berken
625 Street