

2015-24042

09/29/2015 3:39:55 PM

*Clay J. Dowling*

REGISTER OF DEEDS



COUNTER	<u>P</u>	C.E.	<u>P</u>
VERIFY	<u>AH</u>	D.E.	<u>P</u>
PROOF	<u>D</u>		
FEE \$	<u>76.00</u>		
CHECK#	<u>7425</u>		
CHG		CASH	
REFUND		CREDIT	
SHORT		NCR	

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR A PART OF  
CORNHUSKER POINTE, A SUBDIVISION,  
AS SURVEYED, PLATTED AND RECORDED  
IN SARPY COUNTY, NEBRASKA**

This Declaration of Covenants, Conditions, Restrictions and Easements for a Part of Cornhusker Pointe, a Subdivision, as Surveyed, Platted and Recorded in Sarpy County, Nebraska (the "Declaration"), is made and entered into as of this 25<sup>th</sup> day of September, 2015, by ROYCE CORNHUSKER, LLC, a Nebraska limited liability company ("Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain real property in Sarpy County, Nebraska, which is part of the Cornhusker Pointe Commercial Center (the "Commercial Center"), more particularly described as follows (the "Commercial Center Property"):

Lots 7 through 12, inclusive, and Outlots A and B, Cornhusker Pointe, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

WHEREAS, Declarant desires that the Commercial Center Property be developed in the manner which will establish a high quality commercial development, and desires to provide certain covenants, conditions, restrictions and easements that will preserve the amenities and provide for the maintenance of the character and integrity of the Commercial Center.

NOW, THEREFORE, Declarant hereby declares that all of the Commercial Center Property, shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, and easements which are for the purpose of protecting the value and desirability of, and which shall run with, all of said Commercial Center Property.

**ARTICLE I  
Definitions**

1.1 Association. The term "Association" shall mean the Cornhusker Pointe Commercial Center Owners Association, a Nebraska not for profit corporation.

1.2 Building. The term "Building" shall mean any enclosed structure placed, constructed or located on the Commercial Center Property, which for purposes of this Declaration shall include any canopies, supports, loading docks, ramps or outward extensions or protrusions of physical structures.

*PJB*

1.3 Building Lots. The term "Building Lots" shall mean Lots 7 through 12, inclusive, Cornhusker Pointe, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

1.4 Commercial Center Lots. "Commercial Center Lots" shall mean collectively the Building Lots and Outlots.

1.5 Common Drive Area. The term "Common Drive Area" shall mean the street and drive area as constructed within the "Common Drive Area" depicted on the Site Plan and which is depicted and legally described on Exhibit "B" attached hereto.

1.6 Landscaped Area. The term "Landscaped Area" shall mean all of the green and landscaped areas on each of the Commercial Center Lots as developed in accordance with approved landscape plans and which shall also include, with respect to each Commercial Center Lot, the area from the curb of street right-of-way to the lot line of the Commercial Center Lot.

1.7 Outlot. The term "Outlot" shall mean Outlots A and B, Cornhusker Pointe, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

1.8 Owner. The term "Owner" shall mean the legal owner of fee title to a Commercial Center Lot, as reflected by the records of the Sarpy County Register of Deeds. If a Commercial Center Lot is owned by one or more Persons, the Person or Persons holding at least fifty-one percent (51%) of the ownership interest in the Commercial Center Lot shall designate one of their number to represent all owners of the Commercial Center Lot in question and such designated Person shall be deemed the Owner for such Commercial Center Lot.

1.9 Permittee. The term "Permittee" shall mean all Owners, their tenants or licensees of a Commercial Center Lot, and each of their respective officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, and invitees.

1.10 Person. The term "Person" shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, or any form of business or government entity.

1.11 Site Plan. The term "Site Plan" shall mean the Site Plan for the Commercial Center, a copy of which is attached hereto as Exhibit "A."

1.12 Subdivision Agreement. The term "Subdivision Agreement" shall mean the Subdivision Agreement dated April 28, 2014, by and among Declarant and the City of Bellevue, Nebraska.

**ARTICLE II**  
**Obligations for Landscaping, Improvement and**  
**Maintenance of Commercial Center Property**

2.1 Commercial Center Lots. Until construction of improvements on a Commercial Center Lot, the Owner of each Commercial Center Lot shall keep the Commercial Center Lot mowed, free of debris and trash, and in a condition which will not detract from the presentation and appearance of the remainder of the Commercial Center Lots. After improvement of a Commercial Center Lot, the Owner shall at all times maintain in good appearance and condition the Commercial Center Lot, and all buildings, Improvements (as hereinafter defined) and appurtenances thereto, except to the extent the Association is responsible for maintenance under the terms of this Declaration.

2.2 Failure to Fulfill Obligations. In the event any Owner of a Commercial Center Lot shall fail to perform and fulfill its obligations and responsibilities under this Declaration, and if such failure continues for fourteen (14) days after written notice to the Owner from the Declarant or the Association, the Declarant or the Association may perform or have performed such obligation or responsibility. If the Declarant or the Association undertakes to perform or have performed the responsibilities of the Owner, the cost of such performance plus a fifteen percent (15%) administrative charge shall be assessed against the Owner, and the Owner shall be obligated to promptly pay such sum to the Declarant or the Association. Assessment of such costs shall be made by written demand from the Declarant or the

Association for payment by the Owner. If such assessment is not paid within thirty (30) days after written demand from the Declarant or the Association, such assessment shall constitute a lien on the Commercial Center Lot, which lien shall attach, have the priority and be enforceable by the Declarant or the Association in the same manner and on the same basis as set forth in Section 6.6 of this Declaration.

2.3 Restrictions Applicable to Commercial Center Lots. The following uses shall not be permitted on any of the Commercial Center Lots:

1. Theater;
2. A liquor store, disco or nightclub;
3. Off-track betting, bingo parlor, keno or other gambling establishment;
4. Billiard or pool hall;
5. Massage parlor, except for Massage Envy or similar well regarded operator;
6. Amusement or game arcade center;
7. Bowling alley;
8. Skating rink;
9. Car, truck or recreational vehicle repairing or servicing;
10. Adult book or video store (meaning any book or video establishment deriving more than five percent (5%) of its revenue from the sale, lease, rental or display of sexually explicit material of any kind);
11. Secondhand or surplus store, fire or bankruptcy sales or vendors;
12. Auction house;
13. Mobile home park;
14. Labor camp, junkyard or stockyard;
15. Dumping, disposal, incineration or reduction of trash or garbage except for dumpsters and trash removal incidental to a permitted use;
16. Funeral home or mortuary;
17. Check cashing business, except as incidental to the operation of a bank;
18. Pawnshop; and
19. Tattoo or piercing parlor.

### ARTICLE III

#### Buildings and Construction

3.1 Plan Approval. No Building, fence, wall, drive or parking area, or other external improvement, including landscaping, above or below ground (herein an "Improvement") shall be constructed, erected or placed or permitted to remain on any Commercial Center Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

(a) An Owner desiring to erect an Improvement shall deliver two sets of construction plans, site plans, grading plans, signage plans, landscaping plans, and plot plans to Declarant (herein collectively referred to as the "Plans"). Such Plans shall include a description of the type, quality, color and use of materials proposed for the exterior of such Improvement, together with such other detailed drawings as may reasonably be requested by Declarant to review such Improvement. Concurrent with the submission of the Plans, Owner shall notify the Declarant of the Owner's mailing address.

(b) Declarant shall review such Plans in light of the covenants, conditions, restrictions and easements in this Declaration, and in relation to the type and exterior of improvements which have been constructed or approved for construction on the Commercial Center Lots. In this regard, Declarant intends that the Commercial Center Lots shall be developed as a high quality Commercial Center with Buildings constructed of good quality materials. The decision to approve or refuse approval of any proposed Improvement shall be exercised by Declarant in a reasonable manner to promote conformity and harmony of the external design of the Improvements constructed within the Commercial Center, and to protect the value, character and quality of all of the Commercial Center Lots in a manner consistent with this Declaration. If Declarant determines that the external design and location of the proposed Improvement

does not conform with the standards or requirements of this Declaration, does not conform with the surrounding Improvements and topography or will not protect and enhance the integrity and character of all of the Commercial Center Lots as a high quality commercial development, Declarant may refuse approval of any proposed Improvement.

(c) Written notice of any approval of a proposed Improvement shall be mailed to the Owner at the address specified by the Owner upon submission of the Plans. Such notice shall be mailed, if at all, within ten (10) business days after the date of submission of the Plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

(d) No Commercial Center Lot Owner or combination of Commercial Center Lot Owners, or any other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to the Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3.2 Construction of Improvements.

(a) Each Owner agrees that all construction activities performed by it on a Commercial Center Lot shall be performed in compliance with all applicable laws, rules, regulations, orders, and ordinances of the city, county, state and federal government, or any department or agency thereof. All construction shall utilize new materials, and shall be performed in a good, safe, and workmanlike manner. The Buildings constructed on the Commercial Center Lot shall be designed so that the exterior elevation of each shall not encroach onto other Commercial Center Lots.

(b) Each Owner agrees that its construction activities shall not:

(i) Unreasonably interfere with the use, occupancy or enjoyment of any part of the remainder of the Commercial Center by any other Owner or its Permittees; and

(ii) Unreasonably interfere with the construction work being performed on any other part of the Commercial Center.

(c) In connection with any construction, reconstruction, repair or maintenance on a Commercial Center Lot, the Owner of the Commercial Center Lot shall have the right to create a temporary staging and/or storage area on its Commercial Center Lot at such location as will not unreasonably interfere with the Owners of other Commercial Center Lots and their Permittees access to their Commercial Center Lots.

3.3 Common Area. Contemporaneously with the construction of a Building upon a Commercial Center Lot, the constructing Owner shall cause any parking, drive and landscaped areas on its Commercial Center Lot to be completed in a good and workmanlike manner in accordance with good engineering standards and otherwise in conformance with this Agreement.

3.4 Due Diligence in Construction. It is acknowledged and agreed that this Declaration shall not create an obligation of an Owner to commence construction of any Building on its Commercial Center Lot; however, the Owners agree that once construction has been commenced, such Building shall be completed in a reasonably diligent and workmanlike manner.

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**ARTICLE IV  
Easements**

4.1 Ingress, egress and parking. Each Owner hereby grants and conveys to each other Owner for its use and for the use of its Permittees, in common with others entitled to use the same, a nonexclusive perpetual easement for (i) the passage of vehicles over and across the parking and drive areas of the Owner's Commercial Center Lots, including the Common Drive Area, as the same may be from time to time be constructed and maintained for such use, and (ii) the passage and accommodation of pedestrians over and across the parking, drive area and sidewalks of the Owner's Commercial Center Lots, as same may from time to time be constructed and maintained for such other use. Such easement rights shall be subject to the following reservations as well as any other applicable provisions contained in this Declaration:

(a) The foregoing is not intended to grant or permit cross parking between Commercial Center Lots. Each Owner reserves the right at any time from time to time to reasonably exclude and restrain any person who is not a Permittee of such Owner's Commercial Center Lot from parking on its Commercial Center Lot;

(b) Each Owner shall take reasonable efforts to ensure that Permittees shall not park on its Commercial Center Lot except while shopping or transacting business on the Commercial Center Lots;

(c) Each Owner shall take reasonable efforts to prevent their Permittees from parking on the parking areas of the Commercial Center Lots of other Owners; and

(d) No fence or other barrier which would prevent or unreasonably obstruct the passage of pedestrian or vehicular traffic between the Commercial Center Lots shall be erected or permitted within or across the Common Drive, exclusive of the limited curbing and other forms of traffic control depicted on the Site Plan, or permitted staging and/or storage areas.

4.2 Utilities. The Owners of the Commercial Center Lots shall cooperate in the granting of appropriate and proper temporary and perpetual easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Commercial Center. The Owners of the Commercial Center Lots shall use their best efforts to cause the installation of such utility and service lines prior to the paving of the parking and drive areas. No such storm drains, utilities or services of an Owner required on its Commercial Center Lot shall be installed within the Building areas on any other Owner's Commercial Center Lot.

4.3 Surface water. Each Owner hereby grants and conveys to the Owner owning an adjacent Commercial Center Lot the perpetual right and easement to discharge surface storm drainage and/or runoff from the Owner's Commercial Center Lot over, upon and across the Common Area of the Owner's Commercial Center Lot, provided, however, no party shall alter or permit to be altered the surface of the Common Area or the drainage/retention system constructed on its Commercial Center Lot if such alteration would materially increase the flow of surface water onto the adjacent Commercial Center Lot either in the aggregate or by directing the flow of surface water to a limited area.

**ARTICLE V  
Outlot B Improvements and Maintenance of Easement Areas**

5.1 Outlot B Ownership and Improvements. Declarant will transfer ownership of Outlot B to the Association prior to or within thirty (30) days following completion of the Public Improvements as required by the Subdivision Agreement. No Buildings or other improvements may be built or anytime maintained on Outlot B other than as contemplated by this Declaration or the Subdivision Agreement, however, that landscaping and other improvements intended to improve the aesthetics of Outlot B may be constructed on Outlot B as approved by the Declarant and Association, provided such improvements do not in any way adversely affect the operation of the storm water drainage improvements.

E

5.2 Storm Water Drainage Improvements Construction and Maintenance. There is recorded against Outlot B a Permanent Storm Sewer, Drainage and Storm Water Quality Basin Easement (the "Storm Water Easement") that provides certain designated drainage rights for the benefit of the Commercial Center Lots. Following final completion of construction of the drainage improvements on Outlot B, the Association will perform all required maintenance of Outlot B including all maintenance, repair and replacement obligations under the Storm Water Easement.

5.3 Storm Sewer Improvements Construction and Maintenance. There is recorded against a portion of Lot 12 a storm sewer easement (the "Storm Sewer Easement") that provides for the construction, inspection, maintenance, operation, repair and replacement of a storm sewer line within the designated easement area. The Declarant shall initially construct the storm sewer improvements contemplated by the Storm Sewer Easement. Following final completion of construction of the storm sewer improvements, the Association will perform all required maintenance, repair and replacement obligations under the Storm Sewer Easement.

5.4 Permanent Sewer and Lift Station Easement Maintenance. There is recorded against a portion of Lot 7 and Outlot B a permanent sewer and lift station easement (the "Lift Station Easement") that provides for the construction, inspection, maintenance, operation, repair and replacement of sanitary sewer force main and lift station improvements within the designated easement area. The Declarant shall initially construct the sanitary sewer force main and lift station improvements contemplated by the Lift Station Easement. Following final completion of construction of the sanitary sewer force main and lift station improvements, the Association will perform all required maintenance, repair and replacement obligations under the Lift Station Easement.

5.5 Shopping Center Sign Construction and Maintenance. There is recorded against a portion of Lot 11 a sign easement (the "Sign Easement") that provides an easement in favor of the Association for the construction, placement, installation, repair, maintenance and replacement and removal of one (1) freestanding entrance monument sign (the "Sign Easement"). The Declarant shall initially construct the entrance monument sign and any signage related improvements within the Signage Easement at its sole cost and expense. Upon completion of any signage improvements on the Signage Easement, the Association shall administer, maintain, repair, replace such signage and related improvements in accordance with the terms and conditions of the Sign Easement.

**ARTICLE VI**  
**Association**

6.1 Entity. The Association is a not-for-profit corporation incorporated under the laws of the State of Nebraska. The Articles of Incorporation provide that the Association shall have Members who will elect the Directors of the Corporation. The Articles shall provide that the Articles and Bylaws may not be amended without approval of Members holding at least seventy-five percent (75%) of the total Member Votes (as defined in Section 6.3). No terms and provisions contained in the Articles of Incorporation and Bylaws shall be contrary to or in any manner inconsistent with the terms and provisions of this Declaration. This provision shall be contained in the Articles of Incorporation and Bylaws and each shall prohibit any amendments thereto that delete this provision or are contrary to or in any manner inconsistent with the terms and provisions of this Declaration.

6.2 Rights and Authority. Subject to the restrictions in Section 6.4, the Association shall have the authority to perform all of its duties and obligations and exercise its rights under this Declaration and to undertake any or all the following:

(a) The Association shall have the right, in general, without any part of its net earnings inuring to the private benefit of its Members, to promote and provide for their pleasure, recreation, and other non-profitable interests by acquiring, maintaining, repairing, improving and otherwise making available the Common Drive and Outlot B.

(b) The Association shall perform the maintenance, repair and replacement responsibilities delegated to the Association pursuant to Article V and Sections 7.1 and 7.2 of this Declaration.

(c) The Association shall maintain, repair and replace as necessary any Shopping Center signage and related landscaping improvements for any common Shopping Center sign for which the Association is a beneficiary under the Sign Easement.

(d) The Association shall have the authority to adopt and amend reasonable and uniformly applicable rules and regulations to regulate the use of Outlot B and Common Drive Area by Permittees.

(e) The Association shall have the power and authority to fix, assess and collect the charges, dues and assessments contemplated in this Declaration.

(f) The Association shall have all powers and authority necessary or appropriate to collect sums due to the Association, and to settle or compromise any claims or rights of the Association.

(g) The Association may expend funds of the Association to accomplish the purposes of the Association and to pay for insurance covering loss or damage to any improvements to Outlot B, and covering liability of the Association and its Members and Board of Directors resulting from the activities of the Association.

(h) The Association may grant temporary nonexclusive licenses or temporary nonexclusive easements over Outlot B; provided however always that such licenses and easements are in the best interest of the Owners.

(i) The Association may deposit, invest and reinvest funds of the Association in bank or savings and loan accounts, securities, money market funds, certificates of deposit or the like.

(j) The Association shall have and may exercise all powers conferred upon nonprofit corporations under the Nebraska Nonprofit Corporation Act, as necessary or appropriate to accomplish the purposes and administrate the affairs of the Association.

6.3 Members. The Owners of the Commercial Center Lots as set forth below will be the only Members of the Association as a benefit or burden running with and charged upon the ownership of each such Commercial Center Lot. Each Commercial Center Lot shall have the same number of Member votes as the percentage of the acreage of its Commercial Center Lot bears to the total acreage of all Commercial Center Lots. The initial Commercial Center Lot acreages, percentages and Member Votes are as follows:

<u>Lot</u>	<u>Acreage</u>	<u>Member Votes</u>	<u>Percent</u>
7	2.652	2,652	19%
8	3.634	3,634	27%
9	2.880	2,880	21%
10	1.041	1,041	8%
11	1.657	1,657	12%
12	1.738	1,738	13%
<b>Total</b>	<b><u>13.602</u></b>	<b><u>13,602</u></b>	<b><u>100%</u></b>

The foregoing acreages, percentages and Member Votes shall be revised in respect of any legally approved and recorded lot subdivision of the Commercial Center Lots without amendment of this Declaration.

6.4 Restriction on Association’s Rights and Authority. Notwithstanding anything contained in Section 6.2 to the contrary, the Association shall retain ownership of Outlot B in perpetuity and shall have no right, power or authority to convey any ownership interest in Outlot B to any Person or create any liens or encumbrances on Outlot B (except for the temporary licenses and easements permitted under Section 6.2(h)) without first obtaining the prior written consent of all Owners with at least seventy five percent (75%) of the Member Votes.

6.5 Dues and Other Charges. For each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual budget for the then anticipated fiscal affairs and general operations for the Association for that year (including reasonable reserves), including but not limited to the maintenance of the Outlots and shall levy and collect assessments for each Commercial Center Lot, each Commercial Center Lot to bear a share equal to that percentage set forth in Section 6.3 above of the total annual budget for the forthcoming year. The assessments provided for therein shall commence as to all Commercial Center Lots on the first day of January, 2016. The Board of Directors shall endeavor to fix the amount of the assessments against each Commercial Center Lot at least ten (10) days in advance of each assessment. Written notice of the assessment shall be sent to each Owner of a Commercial Center Lot subject thereto. The due date shall be established by the Board of Directors. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum until paid.

6.6 Lien. The Association shall have a lien against each Commercial Center Lot for any unpaid charges, dues or assessments due to the Association pursuant to this Declaration (herein the “Association Lien”) which the Association may foreclose against such Commercial Center Lot in the same manner as provided by law for the foreclosure of mortgages. The Association Lien shall be subordinate to the lien of any first mortgage on a Commercial Center Lot. Sale or transfer of any Commercial Center Lot shall not affect the Association Lien. However, foreclosure of a first mortgage on a Commercial Center Lot or any proceeding in lieu thereof, shall extinguish the Association Lien as to charges, dues and assessments which became due prior to such foreclosure or proceeding, but not from the Association Lien in respect of charges, dues and assessment thereafter becoming due. The sale or transfer of a Commercial Center Lot by an Owner shall not impact the Association Lien or the personal liability of the Owner making the sale and transfer of the Commercial Center Lot.

6.7 Insurance. The Association shall carry general public liability insurance insuring the Association, and the Owners of the Commercial Center Lots against claims for personal injury, death or property damage occurring in, upon, or about Outlot B, in such reasonable amount as the Association may decide.

6.8 Certificate. The Association shall, upon demand, and for a reasonable charge (not to exceed \$25.00), furnish a certification signed by an officer of the Association setting forth whether any charges, dues or assessments on a specified Commercial Center Lot are due and unpaid.

**ARTICLE VII  
Maintenance and Repair**

7.1 Common Drive and Sewer Construction. Declarant shall initially construct and pave the streets/drives providing ingress and egress to the Commercial Center Lots and shall initially construct the storm and sanitary sewer lines within the area depicted as the Common Drive Area (the “Common Drive”) at its sole cost and expense. Upon completion of construction of the Common Drive and the storm and sanitary sewer lines, the Association shall maintain the Common Drive (which shall include any street lighting) and storm and sanitary sewer lines as provided in Section 7.2.

7.2 Common Area. Following completion of drive and parking areas, sidewalks and landscaping on a Commercial Center Lot, exclusive of the Common Drive (“Non-Building Improvements”), the Owner shall maintain the Non-Building Improvements situated on their Commercial Center Lot in good condition and repair. The maintenance of the Non-Building Improvements required by this Section 7.2 and of the Common Drive required by Section 7.1 is to include, without limitation, the following:



- (a) Maintaining the paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or each substituted as shall in all respects be equal in quality, use, and durability;
- (b) Removal of all papers, ice and snow, mud and sand, debris, filth and refuse, and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
- (c) Placing, keeping in repair and replacing any necessary and appropriate parking and traffic directional signs, markers and lines;
- (d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required and at all times in conformance with standards and applicable ordinances and agreements applicable to the Non-Building Improvement area; and
- (e) Maintaining, mowing, weeding, trimming and watering all landscaping installed in accordance with approved landscape plans within the landscaped area of the Commercial Center Lot and making such replacements of shrubs and other landscaping as is necessary to place such areas in an attractive and thriving condition and as will otherwise comply with this Declaration.

The Owners shall pay the maintenance expense for the Non-Building Improvement Area associated with their Commercial Center Lot.

7.3 Right-of-Way Sprinkler System. The Owner of each Commercial Center Lot shall install sod and a sprinkler system to water any street right-of-way and Common Drive Area abutting their Commercial Center Lots at the time of construction of a Building on their Commercial Center Lot. Following installation of the sprinkler system, the Owner of each Commercial Center Lot will, at their expense, maintain, fertilize, mow, trim, and water their respective right-of-way area abutting Cornhusker Road so that such right-of-way is kept in neat and good appearance.

7.4 Buildings and Building Areas. After completion of construction of a Building, each Owner covenants and agrees to maintain and keep the exterior portion of the Buildings located on its Commercial Center Lot in good condition and state of repair, and in compliance with all governmental laws, rules, regulations, and ordinances applicable thereto. Each party further agrees to store all trash and garbage in adequate containers, to locate such containers at the rear of Buildings so that they are not readily visible from the parking area, and to arrange for regular removal of such trash or garbage.

7.5 Utility Lines. Each Owner shall maintain and repair, or cause to be maintained and repaired in good and safe condition, all separate utility lines utilized by it regardless of where located. Any party performing or causing to be performed maintenance or repair work on utility lines agrees to promptly pay all costs and expenses associated therewith, to diligently complete such work as quickly as possible, and to promptly clean the area and restore the affected portion of the Common Area to a condition equal to or better than the condition which existed prior to the commencement of such work.

**ARTICLE VIII  
MISCELLANEOUS**

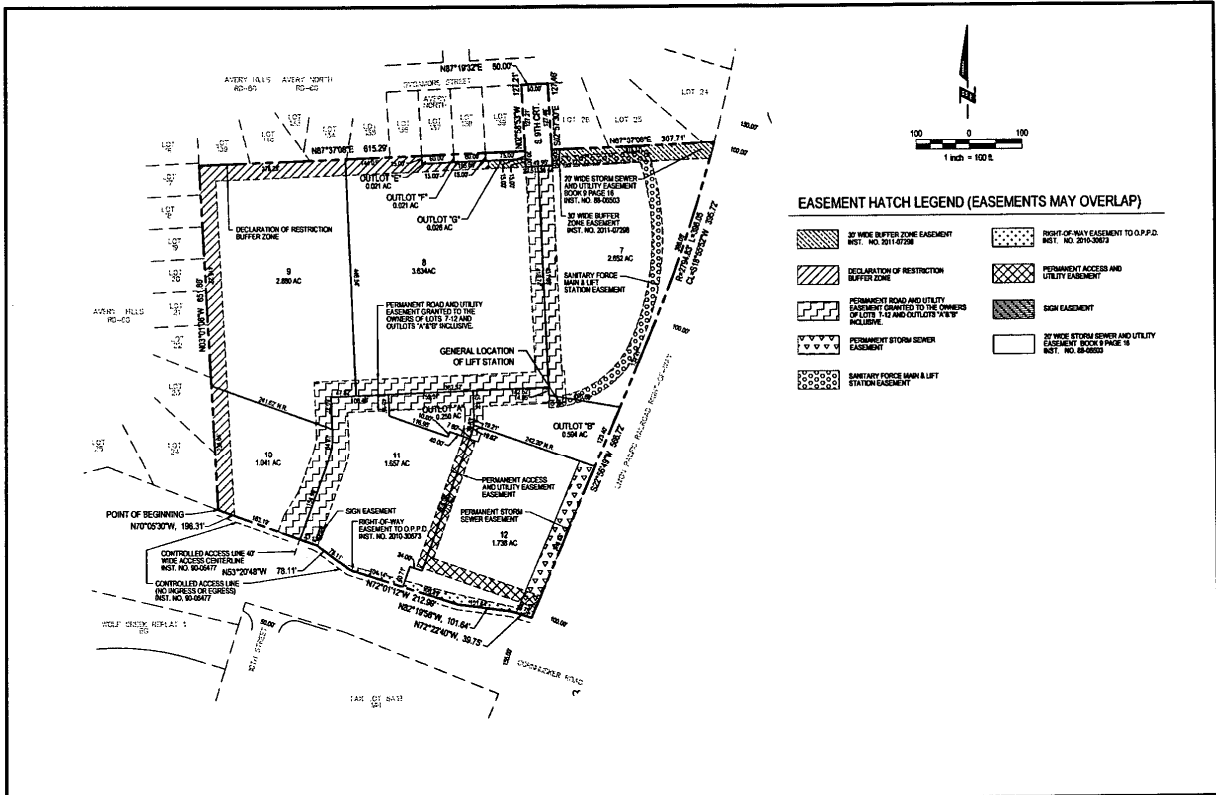
8.1 Enforcement. Only the Declarant and Owners shall be entitled to institute proceedings for full and adequate relief from consequences of a breach or threatened breach of this Declaration.

8.2 Perpetual Duration. This Declaration and the covenants, conditions, restrictions and easements shall create mutual benefits and servitudes running with the land and shall bind and inure to the benefit of the parties hereto, and their respective heirs, representatives, lessees, successors and assigns. This Declaration shall be perpetual, provided, however, that this Declaration may be amended by the Declarant or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner which it may determine, in



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**EXHIBIT "A"  
SITE PLAN**



**EASEMENT HATCH LEGEND (EASEMENTS MAY OVERLAP)**

	30' WIDE BUFFER ZONE EASEMENT RST. NO. 2014-0728		RIGHT-OF-WAY EASEMENT TO O.P.P.D. RST. NO. 2015-0023
	DECLARATION OF RESTRICTION BUFFER ZONE		PERMANENT ACCESS AND UTILITY EASEMENT
	PERMANENT ROAD AND UTILITY EASEMENT GRANTED TO THE OWNERS OF LOTS 7-12 AND OUTLOTS 7-12 INCLUDE		SIGN EASEMENT
	PERMANENT STORM SEWER EASEMENT		30' WIDE STORM SEWER AND UTILITY EASEMENT BUFFER SPACE TO RST. NO. 20-0023
	SANITARY FORCE MAIN & LIFT STATION EASEMENT		

Proj No:	00211172.001
Date:	06/12/2015
Designed By:	JMT
Drawn By:	MMH
Scale:	1"=100'
Sheet:	1 of 2

Revisions	
Date	Description

**EXHIBIT A  
SITE PLAN**

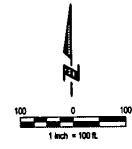
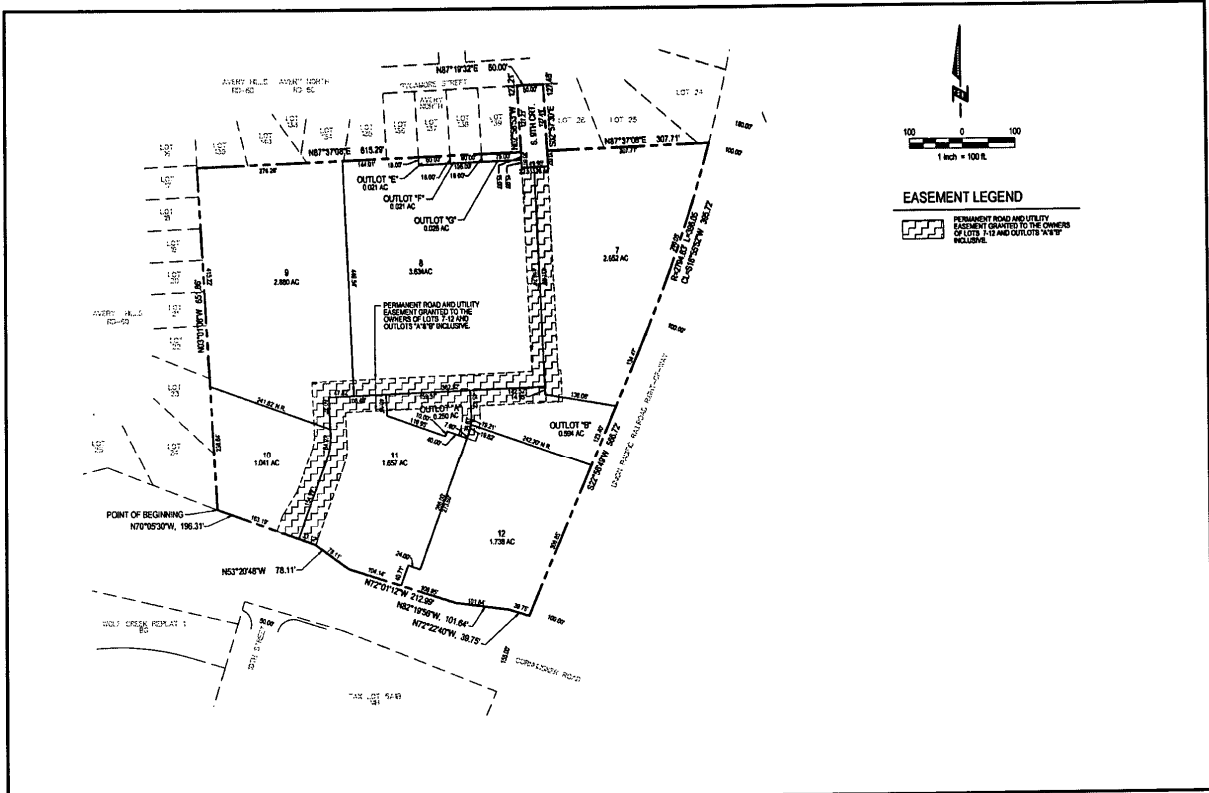
**CORNHUSKER POINTE**  
BOLLEVILLE, NEBRASKA



**E & A CONSULTING GROUP, INC.**  
Engineering • Planning • Environmental & Field Services  
10029 Mill Valley Road, Suite 100 • Omaha, NE 68154  
Phone: 402.895.0700 • Fax: 402.895.3000  
www.eaag.com

2015-24042 K

EXHIBIT "B"  
COMMON DRIVE AREA



**EASEMENT LEGEND**

PERMANENT ROAD AND UTILITY EASEMENT GRANTED TO THE OWNERS OF LOTS 8-13 AND OUTLOTS 10-12

Revisions	
Date	Description

EXHIBIT B  
COMMON DRIVE AREA

CORNHUSKER POINTE  
BELLEVUE, NEBRASKA



**E & A CONSULTING GROUP, INC.**  
Engineering • Planning • Environmental & Field Services

10200 140 Valley Road, Suite 110 • Omaha, NE 68154  
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