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BLOCK

Dan Jaltz

INST. NO 2000

REGISTER OF DEEDS

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RESTRICTIVE COVENANTS

**West "O" Business Park
Lincoln, Nebraska**

The undersigned, Thomasbrook Development a Nebraska partnership, is the titleholder of record of the following-described real estate:

Lots 3, 4, 5, and 6, Block 1; and Lots 5, and 6, Block 3; Western State Industrial Tract; and, Lots 2, 3, 6, 7, 9, 10, 12, 13, 14, 15, and 16, Block 1, Western State Industrial Tract 1st Addition; and, Lots 1, 2, 3, and 4, Block 1; Lots 1, 2, 3, 4, 5, 6, and 7, Block 2; Western State Industrial Tract 2nd Addition; all in Lincoln, Lancaster County, Nebraska.

These Restrictive Covenants are established within and upon the business park.

1. USE: No Lot within the Properties shall be used other than for commercial purposes per approved zoning.

2. COMPLETION OF CONSTRUCTION: Any building placed or constructed upon any Lot within the Properties shall have its exterior construction, parking and landscaping completed within 12 months after the commencement of construction.

3. APPROVAL OF PLANS: Owner and its assignees shall have the exclusive right to establish grades and slopes for any Lot within the Properties and to fix the grade and location at which any building or other improvement shall be placed or constructed upon any Lot, in conformity with the general plan for the development of the Properties. Plans for any building or other improvement to be placed, constructed or remodeled upon any Lot within the Properties shall be submitted to Owner and shall show the design, size, and exterior material for the building or improvement and the plot plan for the Lot. One set of plans shall be left on permanent file with the Owner or Association. Grading of the Lot or construction, placement or remodeling of any building or improvement shall not be commenced unless written approval of the plans has been secured from the Owner. Written approval or disapproval of the plans shall be given by the Owner within 10 business days of receipt of the plans. In the event Owner fails to provide the approval or disapproval within 10 business days, the plans shall be deemed to be approved. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. The Owner shall have the

39

exclusive right to disapprove the plans, if in the Owner's opinion, the plans do not conform to the general standard of development in the Properties. The rights and duties of the Owner under this paragraph may be assigned by the Owner in writing to any other person, provided such person is an owner of property in the development.

4. GENERAL STANDARDS FOR BUILDINGS: The following general standards of development shall guide the Owner in the review of any plans for buildings submitted for approval within the business park. These standards shall not be relied upon, interpreted or applied as absolute requirements for plan approval. The Owner shall have the right, in its sole and absolute discretion, to modify the application and interpretation of these standards when exercising its plan approval authority. The Owner shall have the right to reduce, increase or otherwise explicitly modify these standards within the Properties.

- a. Standards: The Owner shall establish and periodically publish reasonable standards and design guidelines with respect to all buildings and other improvements on any Lot within the Properties ("Standards"). The Standards may be amended, repealed, or supplemented at any time by the Owner in its sole and absolute discretion. National or regional plans including specific building materials, and colors shall be reasonably accommodated.
- b. Exterior Finish:
 - i. Approval: All exterior finish materials and colors shall be approved by the Owner. Decorative concrete is recommended on all elevations.
 - ii. Front/Street Facing Elevation: The front or street facing elevation of any building shall be of brick, concrete, masonry or tilt-up.
 - iii. Other Elevations: On elevations other than the front or street facing side any material shall be permitted provided it is compatible with the architectural quality of the overall development of the business park and it is low or no maintenance.
 - iv. Colors: Exterior paint colors and other finish shall be compatible with an upscale business development. No loud, unnatural obnoxious colors shall be permitted.
- c. Roofing Materials: Metal roofs shall be permitted within the business park.

5. GENERAL STANDARDS FOR IMPROVEMENTS OTHER THAN BUILDING: The following general standards shall be satisfied in the construction and installation of improvements and structures other than a building. Written approval from the Owner for improvements and structures other than buildings is required and shall comply with these standards.

- a. Fencing: Fencing shall be a minimum slatted chain link, masonry, steel, wood or vinyl construction and shall be maintained in good order and an attractive condition.
- b. Accessory Structures: All accessory structures or improvements shall be compatible with the quality of the building on the Lot and the overall business park development and shall be maintained in good order and an attractive condition.
- c. Signs: Signs shall comply with the City of Lincoln code and zoning regulations.
- d. Landscaping: All landscaping plans other than the installation of turf grass shall require Owner approval.
- e. Parking Lots: All parking facilities shall be of concrete subject to Owner's right to waive the requirement on large facilities.

6. GOVERNMENTAL REQUIREMENTS: All buildings and other improvements within the Properties shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks and street trees shall be installed during the construction of any building as required by the City of Lincoln, Nebraska. The titleholder of any Lot shall at all times keep the Lot, buildings and other improvements in a safe, clean, wholesome condition and comply in all respects with all government, health, fire and public ordinances, requirements and regulations. In the event any titleholder fails to comply with these requirements, then the Association may after 10 days written notice, enter upon the Lot and make any and all corrections or improvements that may be necessary to meet such standards, all at the sole expense of the noncompliant titleholder of the Lot.

7. OUTSIDE STORAGE: No article of merchandise or other material shall be kept, stored, or displayed outside a building, unless it is screened by fences, walls or plantings so that it cannot be seen from any public way. In no event shall any part of any Lot be used for storage or abandonment of any property that is not screened from public view. In the event plantings of live material are used to provide screening, this provision shall be reasonably interpreted so that 100% screening is not immediately required but would occur over 3-5 years as the plant material grows and matures.

8. PARKING FACILITIES: All vehicular parking (including customer, visitor and employee) shall be off-street. 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 any parking area.

9. TEMPORARY STRUCTURES: No partially completed temporary building and no trailer, tent, shack, or garage on any Lot within the Properties shall be used as a

permanent place of business or used for a temporary business location except during construction of a permanent business building.

10. NUISANCE: No noxious or offensive activity shall be conducted or permitted upon any Lot within the Properties, nor anything which is or may become an annoyance or nuisance to the business park or which endangers the health or unreasonably disturbs the ability of the occupants of an adjoining Lot to conduct its business.

11. CONSTRUCTION VEHICLES AND REFUSE SERVICE: Owner may designate and enforce locations through and over which all construction vehicles shall enter and exit the business park during development.

12. ENFORCEMENT: The owner and every person or entity who owns a Lot within the Properties may enforce the provisions of these covenants.

13. MANAGING AGENT: The Owner may contract for the performance of any of the Owner's rights, obligations or responsibilities with any entity or individual ("Managing Agent"). The Managing Agent shall exercise such authority, which may be granted by the Owner.

14. MAINTENANCE OF LANDSCAPE SCREENS: Each titleholder of a Lot on which any landscape screen, whether composed of structural or live plant material, which is installed as required by the City of Lincoln, Nebraska, shall be deemed to covenant to maintain the screen.

15. GENERAL MAINTENANCE OBLIGATIONS: Each titleholder of a Lot shall be responsible for the proper storage and disposal of all construction debris and materials associated with the construction of any improvements upon their Lot. Lots shall be periodically mowed and loose debris and materials picked up and Properly stored to prevent them from being spread and blown throughout the Properties. Each member shall be responsible for the enforcement and monitoring of these obligations for all contractors and suppliers performing work upon their Lot. The Owner shall have the right to develop, prepare, publish and enforce specific maintenance obligations relating to the appearance and upkeep of the buildings and improvements on any Lot provided these obligations are enforced uniformly upon all Lots within the Properties.

16. FAILURE TO MAINTAIN: In the event any member fails or refuses to perform any required maintenance and upkeep of any landscape screen or the general maintenance obligations, the Owner, after seven (7) days notice to the lot owner in default, may perform the required work or maintenance. The actual cost of performing the work or maintenance together with an administrative fee of \$25.00 or 10% of the cost of the work, whichever is greater shall be the personal obligation of the member who is or was the owner of the Lot failing to perform their maintenance obligations, shall bear interest at the rate of 14% per annum.

17. AMENDMENTS: These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner. These Restrictive Covenants may be terminated or modified, in writing, by the titleholders of two-thirds of the Lots within the Properties, at any time or by the Owner at any time within five (5) years of the date of these Covenants are recorded provided Owner is the titleholder of not less than one-half of the Lots within the Properties.

18. ENFORCEMENT: The enforcement of these Restrictive Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof.

19. SEVERABILITY: The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

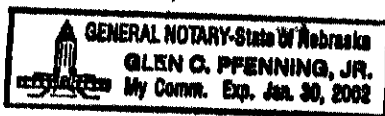
Dated this 27 day of March, 2000.

Thomasbrook Development, a Nebraska partnership, Owner

By: Jerome S. Lang
Jerome S. Lang, General Partner

STATE OF NEBRASKA)
)ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 27 day of March, 2000, by Jerome S. Lang, General Partner of Thomasbrook Development, a Nebraska partnership, who acknowledged the execution of the above to be his voluntary act and deed on behalf of said entity.



Glen C. Pfennig, Jr.
Notary Public