

PROTECTIVE COVENANTS
RIVERFRONT INDUSTRIAL PARK

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned is the record owner of Lots One (1) through Nineteen (19), Riverfront Industrial Park, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, the undersigned intends to develop said real estate as a regulated Industrial Park.

NOW, THEREFORE, the following restrictions and Protective Covenants are hereby placed on said real estate, to-wit:

I. SITE USE LIMITATIONS.

All uses shall observe the City of Omaha's Municipal Code regarding odor, fumes, dust, smoke, noise, hazards by reason of danger of fire or exposure and other potential nuisances. In addition, junk yards and creosote treatment or creosote manufacturing operations shall be prohibited in the Riverfront Industrial Park.

II. BUILDING SETBACK.

Front -

In Lots 1, 2, 3, 4, 12 and 13, there shall be a minimum front yard setback of seventy-five (75) feet from any street curblines.

In Lots 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18 and 19, there shall be a minimum front yard setback of seventy-five feet from the curblines of Abbott Drive and fifty (50) feet from the curblines of any other public street.

Side and Rear -

In Lots 1, 2, 3, 4, 12 and 13, there shall be a minimum side and rear yard setback of twenty (20) feet or one-half (1/2) the building height, whichever is greater.

In Lots 9, 10, 11, 14, 15, 16, 17, 18 and 19, there shall be a minimum side and rear yard setback of ten (10) feet from the respective lot lines unless a greater distance is required for utility easement.

In Lots 5, 6, 7 and 8, there shall be a minimum side and rear yard setback of twenty (20) feet or one-half (1/2) the building height, whichever is greater except that the setback for rear yards adjoining a railroad right-of-way may be reduced to ten (10) feet with the permission of the railroad.

Landscaped Areas

At least two-thirds (2/3) of the front yard setback area and the entire side yard setback shall be planted with grass and shrubbery and thereafter maintained by the landowner both in conformance with standards established by the Omaha Industrial Foundation's Sites Committee. Those individual sites having frontages on more than one street shall be required to observe the established front yard setback on each street frontage.

Minimum Distance Between Buildings

The minimum distance between any two buildings on the same tract in Lots One (1) through Nineteen (19) shall be twenty (20) feet.

III. LOADING AREAS.

All loading and unloading operations and vehicle maneuvering shall be off-street. In no case shall loading and unloading be permitted in the required building setback

areas or in a location which will interfere with ingress or egress. All loading and maneuvering areas shall be paved with either portland cement or heavy duty asphaltic concrete. Truck doors and loading docks are not permitted to face any public street or highway in Lots 1, 2, 3, 4, 5, 6, 7, 8, 12 and 13 and are not permitted to face Abbott Drive in Lots 9, 10 and 11.

All truck loading docks and truck loading doors shall be screened from view from any street in Lots 1, 2, 3, 4, 12 and 13 and from Abbott Drive in all other lots with a masonry wall at least six (6) feet high and not less than sixty (60) feet long.

IV. STORAGE AREAS.

In Lots 1, 2, 3, 4, 12 and 13, storage of materials, supplies, products, equipment, or other personal property will not be permitted outside the confines of a walled building unless surrounded by masonry walls of sufficient height to completely screen the stored material or equipment.

In Lots 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, and 19, storage of materials, supplies, products, equipment or other personal property will not be permitted outside the confines of a walled building unless screened by fences, walls or plants in a manner acceptable to the Omaha Industrial Foundation's Sites Committee as to character and location.

There shall be no outside storage in any setback area.

V. SITE COVERAGE.

In Lots 1, 2, 3, 4, 12 and 13, not more than forty (40) percent of each site shall be occupied by buildings. The combined surface area of buildings and pavement shall not exceed seventy (70) percent of the total site area.

In Lots 9, 10, 11, 14, 15, 16, 17, 18 and 19, not more than sixty (60) percent of each site shall be occupied by buildings. The combined surface area of buildings and pavement shall not exceed ninety (90) percent of the total site area.

In Lots 5, 6, 7 and 8, not more than fifty (50) percent of each site shall be occupied by buildings. The combined surface area of buildings and pavement shall not exceed eighty (80) percent of the total site area.

VI. MAINTENANCE AND LANDSCAPING.

Each landowner will be responsible for maintenance of his property up to the edge of the pavement on the abutting street or streets, including all lawn and landscaped areas, walks, driveways and building exterior. That portion of each site which is not improved through the construction of buildings, parking facilities, loading facilities and lawn area shall be seeded to a cover planting which grows to a height not to exceed approximately eighteen (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.

In the event a landowner does not so maintain his tract, after reasonable notice the Omaha Industrial Foundation shall have the right, but not the obligation, to enter upon the site and make all expenditures necessary to maintain the same and it may charge the non-complying landowner for all reasonable costs incurred in enforcing compliance with this provision.

No trees on any site at the time of its original sale by the Omaha Industrial Foundation shall be destroyed or removed without the prior approval of the Foundation's Sites Committee.

VII. SIGNS.

The only signs permitted on any site sold by the Omaha Industrial Foundation in the Riverfront Industrial Park shall be signs designating the business enterprise or describing the product or service sold or produced on that site. All signs shall either be affixed to a facade of the main structure on the site, the total surface area of which shall not exceed ten (10) percent of the total wall area or be of the free-standing pedestal-mounted type with a maximum height of ten (10) feet and a maximum square foot area of 100. No sign affixed to the facade shall project more than eighteen (18) inches therefrom or extend above the dominant roofline of the main structure. No free standing pedestal-mounted sign shall be erected closer than 25 feet to a property line abutting on any street.

One temporary sign may be erected on a site to offer the property for sale or lease, the size of which shall not exceed forty (40) square feet in area.

Flashing, rotating, animated or intermittent illuminated type signs shall be prohibited.

Approval of the design of all temporary and of the design and number of all permanent signs by the Omaha Industrial Foundation Sites Committee shall be required prior to their erection on any site.

VIII. PARKING FACILITIES.

All vehicular parking whether customer, visitor, or employee shall be off-street. There shall be maintained on each site facilities for parking, loading, and unloading sufficient to serve the business conducted thereon without using adjacent street; and no use shall be made of any site which will attract parking in excess of the parking spaces then available. Private automobile and truck parking will

be allowed between the building and the required side and rear setback line. No parking, except visitors, shall be allowed in the required front setback area. All parking areas shall be hard surfaced with either portland cement or asphaltic concrete, and surrounded by a raised concrete curb. The width and location of driveways shall be approved by and conform to City of Omaha Standards.

IX. CONSTRUCTION STANDARDS.

All buildings erected shall create a creditable and acceptable appearance on all four sides. Buildings, including ancillary buildings, shall not be constructed of unfinished galvanized steel or sheet aluminum for exterior walls. All appurtenant equipment, including roof mounted units, shall be screened from view from any public street.

X. APPROVAL OF PLANS.

Before commencing the construction or alteration of any building, enclosure, fence, wall, loading dock, parking facility, storage yard, or any other structure or permanent improvement on or to any site, the landowner shall first submit site plans or plans and specifications therefor to the Omaha Industrial Foundation's Sites Committee for written approval. In the event that the Foundation 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.

XI. COMPLIANCE WITH GOVERNMENT REGULATIONS AND MAINTENANCE.

The owner of any site shall at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and shall comply in all respects with all government, health, fire and police requirements and regulations, and such owner will remove at his own expense any rubbish or debris of any character

whatsoever which may accumulate on said site, 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 required lawn area, then, and only then, the Omaha Industrial Foundation, its successors and assigns, shall have the right, privilege and license, but not the obligation, 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.

XII. SUBDIVISION.

Once a site has been purchased from the Omaha Industrial Foundation, its successors or assigns, such site shall be considered as a single unit and it shall not be subdivided or a portion of the land sold, leased or rented unless written approval thereto is given by the Omaha Industrial Foundation's Sites Committee.

XIII. REPURCHASE.

If at the expiration of two (2) years from the date of delivery of a deed from the Omaha Industrial Foundation conveying any property lying within the Riverfront Industrial Park, any grantee, or assign, shall not have begun in good faith the construction of a permanent building upon said site, the Omaha Industrial Foundation shall have the option to repurchase the property for the original purchase price and enter into possession thereof. This option to repurchase must be exercised in writing within one (1) year after the expiration of the two-year period following the delivery of the deed referred to above. Closing of the repurchase shall take place within sixty (60) days after exercise of the option to repurchase and shall be at the office of the Omaha Industrial Foundation or at such other place in Omaha, Nebraska, as the Foundation or its successor shall designate.

Provided, however, anything in this Article to the contrary notwithstanding, the Omaha Industrial Foundation, its successors and assigns, may extend in writing the time in which such construction may be begun and such repurchase right exercised. In the event of a repurchase, the Grantor shall convey the property by Warranty Deed subject only to those encumbrances specified in the original conveyance from the Omaha Industrial Foundation. Taxes for the year in which the reconveyance occurs shall be prorated to the date of reconveyance.

XIV. EXCEPTIONS OR MODIFICATIONS.

The Sites Committee of the Omaha Industrial Foundation shall be authorized to make such exceptions to, or modifications of, these Protective Covenants as unusual circumstances or special situations may warrant; provided, however, that such exceptions or modifications shall not invalidate these Covenants in principle or general objective.

XV. 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, representatives, successors or assigns shall violate any of these Protective Covenants, it shall be lawful for any person or persons owning any real property covered by these Covenants, to prosecute any proceedings at law or in equity against the persons so violating or attempting such violation either to prevent him or them from so doing or to recover damages and other dues for such violation, or both.

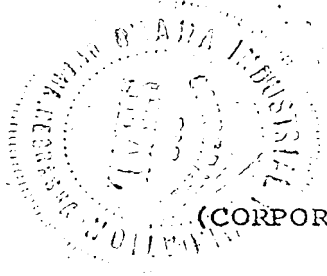
XVI. SEVERABILITY.

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.

These Covenants shall apply to all of the property constituting the Riverfront Industrial Park, Lots One (1) through Nineteen (19).

OMAHA INDUSTRIAL FOUNDATION



By Sydney L. Cate
President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 21 day of April, 1974, by SYDNEY L. CATE, President of OMAHA INDUSTRIAL FOUNDATION, a Nebraska corporation, on behalf of the corporation.



D. ELAINE HUGHES
GENERAL NOTARY - State of Nebr.
My Commission Expires
March 19, 1977.

D. Elaine Hughes
Notary Public

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The STATE OF NEBRASKA }
County of Douglas } ss.
Entered in Historical Index and
for record in the Office of the Secretary of
State of Nebraska and recorded in
Book 535 Page 684
L.S. 684
By _____
FILE 82-7754
N _____
Compared _____ Fee 21.75

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