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FILED SARPY CO. NE.
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Lloyd J. Dowding
REGISTER OF DEEDS

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FOR RECORDING
INFORMATION.**

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NEXT PAGE.**

LLOYD J. DOWDING
SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, #1109
PAPILLION, NE 68046-2895
402-593-5773

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99-00691A

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions ("Declaration") is made as of this 8 day of January, 1999, by and between **Twin Creek L.P.**, a Nebraska limited partnership ("Twin Creek"), **John R. Thompson and Mary A. Thompson**, husband and wife (collectively, "Thompsons") and **Great Western Bank**, formerly Douglas County Bank & Trust Co., a Nebraska banking corporation, ("Great Western").

RECITALS:

WHEREAS, Twin Creek is the owner, subject to covenants, encumbrances, easements and restrictions of record, of the following described real estate (hereinafter collectively referred to as the "Twin Creek Lots"):

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, 17, 18, and 23 all in TWINCREEK PLAZA, a Subdivision, as surveyed, platted, and recorded in Sarpy County, Nebraska;

WHEREAS, the Thompsons are the owners, subject to covenants, encumbrances, easements and restrictions of record, of the following described real estate (hereinafter referred to as the "Summit Lot 3"):

Lot 3 Summit Plaza Replat, a Subdivision, as surveyed, platted, and recorded in Sarpy County, Nebraska;

and the Thompsons are interested in the financial success of Twin Creek;

WHEREAS, Twin Creek is also the owner, subject to covenants, encumbrances, easements and restrictions of record, of the following described real estate (hereinafter referred to as the "Bank Premises"):

Lot 24 in TWINCREEK PLAZA, a Subdivision, as surveyed, platted, and recorded in Sarpy County, Nebraska;

WHEREAS, Contemporaneously with the execution and filing of this Declaration, Twin Creek is conveying the Bank Premises to Great Western;

WHEREAS, Twin Creek and Great Western have entered into certain agreements pursuant to which Great Western has covenanted, warranted and represented that it will commence construction of a Bank, as defined below, (with motor vehicle drive-through

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service), on the Bank Premises on or before six (6) months after the date of execution of this Declaration and that construction of the full service banking facility shall be diligently prosecuted to completion and be open for business within one (1) year after commencement of construction, provided that the foregoing time may be extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts, fire or other casualty, the elements or acts of God ("Covenant to Develop").

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the Covenant to Develop, Twin Creek with respect to the Twin Creek Lots and the Thompsons with respect to Summit Lot 3 do hereby establish and declare the following covenants, conditions, reservations and restrictions:

1. **Restriction:** For purposes of this Declaration, "Bank" shall mean any bank, savings bank, credit union or savings and loan association: (i) which follows the practice of accepting and repaying deposits upon check, draft or order; and (ii) which follows the practice of making loans. Provided that Great Western fulfills the Covenant to Develop within the time periods set forth in the above recital and further provided, that Great Western thereafter continuously operates a Bank (with motor vehicle drive-through customer service) on the Bank Premises, no part of the Twin Creek Lots and no part of Summit Lot 3 shall be used as a Bank with motor vehicle drive-through customer service for banking customers, however, the foregoing restrictions shall not be construed to prohibit use of Summit Lot 3, the Twin Creek Lots, or any part thereof: (i) for a Bank without motor vehicle drive-through service for Bank customers; (ii) for engaging in some, but not all, of the activities engaged in by a Bank, as long as there is no motor vehicle drive-through service for Bank customers; or (iii) for automated teller machines ("ATM") so long as there is no motor vehicle drive-through service for ATM customers (the "Use Restriction").

2. **Height Restriction:** No buildings on Summit Lot 3 or on Lots 6, 7, and 24 in TwinCreek Plaza, shall exceed twenty (20) feet in height (excluding decorative architectural features, mechanical fixtures and equipment and screening for same) (the "Height Restriction").

3. **Duration, Modification and Termination:** The term of this Declaration shall be for twenty-five (25) years from and after the date hereof, and at the expiration of such initial term, this Declaration shall automatically renew for successive ten (10) year periods, without the necessity of any further documentation. In the event Great Western fulfills the Covenant to Develop within the time frames set forth above and thereafter continuously operates a Bank with motor vehicle drive-through service on the Bank Premises, neither the Use Restriction nor the Height Restriction shall be modified or terminated without the mutual prior written consent of the owner of the Bank Premises and Twin Creek. In the event Great Western fails

to fulfill the Covenant to Develop within the time frames set forth in the above recital or fails to continuously operate a Bank (with motor vehicle drive-through service) on the Bank Premises, then Twin Creek shall thereafter have the sole and exclusive right, at its election, at any time, to modify or terminate the Use Restriction and/or the Height Restriction on all or any portion of the Twin Creek Lots or on Summit Lot 3.

4. **Covenants Run With the Land:** This Declaration shall be binding on and inure to the benefit of the parties hereto, their heirs, successors, and assigns and shall run with the land provided that the right to modify or terminate set forth in Paragraph 3 above shall be personal to Twin Creek, shall not run with the land, but may be assigned by Twin Creek.

5. **Default:** A person shall be deemed to be in default of this Declaration only upon the expiration of thirty (30) days from receipt of written notice specifying the particulars in which such person has failed to perform the obligations of this Declaration unless such person, prior to the expiration of said thirty (30) has rectified the particulars specified in said notice of default.

6. **Remedies:** In the event of any violation or threatened violation of the Restriction, any of the parties hereto shall have the right, in addition to all other rights and remedies provided by law or equity, to enjoin such violations or threatened violation in a court of competent jurisdiction.

7. **Waiver:** The failure of a person to insist upon strict performance of any of the Restrictions contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the Restrictions contained herein by the same or any other person.

8. **Severability:** If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

9. **Not a Partnership:** The provisions of this Declaration are not intended to create nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

10. **Third Party Beneficiary Rights:** This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

11. **Captions and Headings:** The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreement contained herein.

12. **Not a Public Dedication:** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Twin Creek Lots to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

13. **Recordation:** This Declaration shall be recorded in the records of the Register of Deeds, Sarpy County, Nebraska.

14. **Recitals:** The recitals appearing in this declaration are incorporated herein by reference just as if specifically set forth in full.

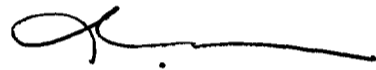
15. **Time:** Time is of the essence.


IN WITNESS WHEREOF, the parties have executed this Declaration as of the day and year first above written.

Twin Creek L.P., a Nebraska limited partnership, Seller


Great Western Bank, formerly Douglas County Bank & Trust Co., a Nebraska banking corporation, Buyer

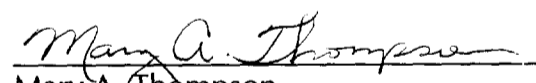
By: Twin Creek Development Company, L.L.C., Nebraska limited liability company, Its General Partner

By: 
David Hendrickson, its **EV** President

By: 
John R. Thompson, Member

Thompsons:


John R. Thompson

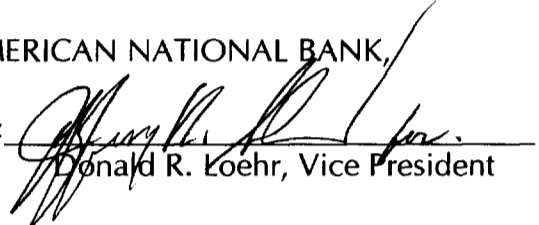

Mary A. Thompson

CONSENT AND SUBORDINATION

American National Bank, successor by merger with American National Bank of Sarpy County, Nebraska ("Lender") is the beneficiary and trustee under that certain Deed of Trust recorded in the official records of Sarpy County, Nebraska on April 25, 1997, as Instrument No. 97-07866, and that certain Deed of Trust recorded in the official records of Sarpy County, Nebraska on April 29, 1997, as Instrument No. 97-07993, and that certain Deed of Trust recorded in the official records of Sarpy County, Nebraska on October 14, 1997, as Instrument No. 97-22910, and that certain Deed of Trust recorded in the official records of Sarpy County, Nebraska on October 21, 1998 as Instrument No. 98-29672, and that certain Deed of Trust recorded in the official records of Sarpy County, Nebraska on October 21, 1998, as Instrument No. 98-29675 ("American National Deeds of Trust"). Lender, as beneficiary and trustee under the American National Deeds of Trust, hereby consents to and approves this Declaration of Restrictions ("Declaration") and hereby acknowledges and agrees that the American National Deeds of Trust and any other security instruments securing Lender's loan on the property encumbered by this Declaration shall be subordinate to, and subject to, the terms and conditions of this Declaration.

AMERICAN NATIONAL BANK,

BY:



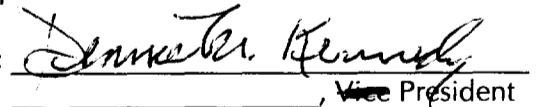
Donald R. Koehr, Vice President

CONSENT AND SUBORDINATION

TeamBank Nebraska, a Nebraska banking corporation, successor by merger with First United Bank, a Nebraska banking corporation, ("Lender") is the beneficiary and trustee under that certain Deed of Trust recorded in the official records of Sarpy County, Nebraska on September 9, 1994, as Instrument No. 94-19986, and that certain Deed of Trust recorded in the official records of Sarpy County, Nebraska on December 6, 1995, as Instrument No. 95-21410, and that certain Deed of Trust recorded in the official records of Sarpy County, Nebraska on December 31, 1996, as Instrument No. 96-26350, and that certain Deed of Trust recorded in the official records of Sarpy County, Nebraska on December 31, 1996, as Instrument No. 96-26351, and that certain Deed of Trust recorded in the official records of Sarpy County, Nebraska on November 7, 1997, as Instrument No. 97-25319, and that certain Deed of Trust recorded in the official records of Sarpy County, Nebraska on May 12, 1998, as Instrument No. 98-11966, ("TeamBank Deeds of Trust"). Lender, as beneficiary and trustee under the TeamBank Deeds of Trust, hereby consents to and approves this Declaration of Restrictions ("Declaration") and hereby acknowledges and agrees that these TeamBank Deeds of Trust and any other security instrument securing Lender's loan on the property encumbered by this Declaration shall be subordinate to, and subject to, the terms and conditions of this Declaration.

TEAMBANK NEBRASKA, a Nebraska banking corporation

BY:



Kenneth Kennedy, Vice President

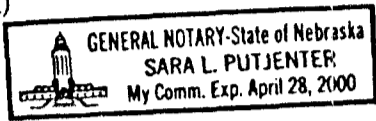
99-00691F

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 6th day of January, 1999, by John R. Thompson, a Member on behalf of Twin Creek Development Company, L.L.C., a Nebraska limited liability company, acting as general partner on behalf of Twin Creek L.P., a Nebraska limited partnership.

WITNESS by hand and notarial seal the day above written.

(SEAL)



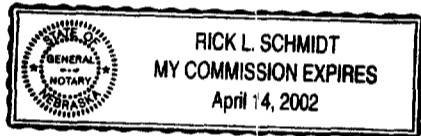
Sara L. Putjenter
Notary Public for Nebraska
My Commission expires: 4-28-2000

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 8 day of January, 1999, by David Henriksen, the Ex. V. President of Great Western Bank, formerly known as Douglas County Bank & Trust Co., a Nebraska banking corporation, on behalf of the corporation.

WITNESS by hand and notarial seal the day above written.

(SEAL)



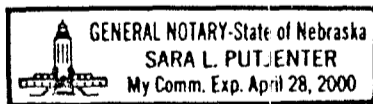
Rick L. Schmidt
Notary Public for Nebraska
My Commission expires: 4/14/2002

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of January, 1999, by John R. Thompson.

WITNESS by hand and notarial seal the day above written.

(SEAL)



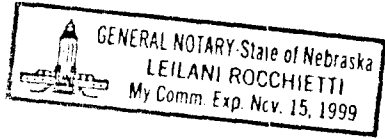
Sara L. Putjenter
Notary Public for Nebraska
My Commission expires: 4-28-2000

STATE OF NEBRASKA)
) ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 7 day of January, 1999, by Mary A. Thompson.

WITNESS by hand and notarial seal the day above written.

(SEAL)



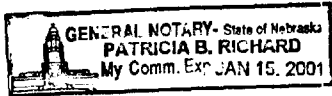
Leilani Rocchetti
Notary Public for Nebraska
My Commission expires: 11-15-99

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

Jeffrey R. Schmidt The foregoing instrument was acknowledged before me this 7 day of January, 1999, by Donald R. Loehr, the ~~Vice~~ President of American National Bank, a National banking association, on behalf of the association.

WITNESS by hand and notarial seal the day above written.

(SEAL)



Patricia B. Richard
Notary Public for Nebraska
My Commission expires: 1-15-01

STATE OF NEBRASKA)
) ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 7 day of January, 1999, by Dennis Kennedy, the _____ President of TeamBank Nebraska, a Nebraska banking corporation, on behalf of the corporation.

WITNESS by hand and notarial seal the day above written.

(SEAL)



Leilani Rocchetti
Notary Public for Nebraska
My Commission expires: 11-15-99