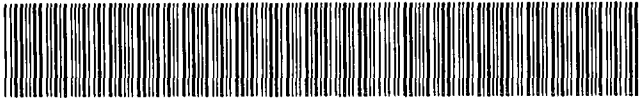


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RESTRICTIVE USE COVENANT

THIS DECLARATION is made on the date hereinafter set forth by Western JDB Realty, LLC, an Iowa limited liability company ("JDB"), hereinafter referred to as the "Declarant."

WITNESSETH

WHEREAS, the Declarant is the owner of the following described real property:

Lots 1 (Lot 1) and Lot 2 (Lot 2), Intransit Addition Replat 2, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

WHEREAS, the Declarant desires to record this Restrictive Covenant against Lot 1, for the benefit of JDB and Lot 2, and the owners, invitees, grantees and lessees of Lot 2.

NOW THEREFORE, the Declarant hereby declares that Lot 1 shall be owned, held, sold, used and conveyed subject to the following Restrictive Use Covenant. This Covenant shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in Lot 1, or any part thereof, for a ten (10) year period of time commencing on the date of execution of this Covenant and it shall inure to the benefit of JDB and Lot 2, and the owners, grantees, invitees, lessees and assigns of Lot 2.

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ARTICLE I
RESTRICTIVE USE COVENANT

Declarant hereby declares that Lot 1, or any part thereof, shall not be used for the purpose of a car dealership that sells used cars to individuals or entities with no credit or poor credit (customarily referred to as a "buy here, pay here" car dealership) or sells vehicles and finances through a subprime finance company, whether affiliated or not, during the term of this Covenant, unless JDB, or its assigns, has given prior written approval of such use.

ARTICLE II
GENERAL PROVISIONS

JDB, and its assigns, and the owners of Lot 2, and their grantees and assigns, shall have the right to enforce by proceeding at law or in equity, the Covenant imposed by the provisions of this declaration either to prevent or restrain any violation of the same, or to recover damages for such violation. Failure by JDB, or its assigns, or the owners of Lot 2, and their grantees and assigns, to enforce this Covenant shall in no event be deemed a waiver for the right to do so thereafter.

In witness whereof, the Declarant has caused this Restrictive Use Covenant to be executed this 7 day of February, 2015, which is the effective date of this Restrictive Use Covenant.

DECLARANT:

WESTERN JDB REALTY, LLC, an Iowa corporation

By: [Signature]
Name: Russell Larson
Title: Managing Member

STATE OF Iowa]
COUNTY OF Scott] SS.

The foregoing instrument was acknowledged before me this 7th day of February, 2015, by Russell Larson, Member/Manager of Western JDB Realty, LLC, an Iowa limited liability company.



[Signature]
Notary Public