

AMENDED PROTECTIVE COVENANTS

The undersigned hereby declare that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following-described real estate until January 15, 1989.

Lots 1 through 23, inclusive, Cornhusker Industrial Park No. 3, a subdivision located in the Northwest Quarter of the East one-half of Section 35, Township 15 North, Range 11 East of the 6th P.M. Douglas County, Nebraska, except the following parcels: Lot 2 and the Northwesterly 50 feet of Lot 3; Lot 16 except the Southeasterly 200 feet thereof.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

Prior covenants covering said land and recorded March 14, 1969 in Miscellaneous Book 474 at Page 421 are hereby wholly amended to read as follows:

**A. BUILDING SET-BACKS, SIDE YARD, REAR YARD, HEIGHT AND USE.**

The minimum set-back from 14th Street shall be 125 feet from its centerline. The applicable zoning regulations shall govern the height, side yard, rear yard and building set-back requirements and also the permitted use of the premises, except that no part of premises may be used for residential purposes.

That portion of each built-upon lot lying between the street curb line and the extended front line of the building closest to the curb line shall be either (a) planted and maintained in grass and shrubbery as a lawn area, or (b) shall be surfaced with walks, driveways, or parking areas constructed of asphalt or concrete, or (c) shall be enclosed by a wall or chain link fence at least five feet in height. These requirements do not extend to any point farther than sixty (60) feet from the abutting curb line(s). Said yard area must be fully approved with one of the above three choices or a combination of any of the three above choices within sixty (60) days after completion of the exterior of the first building upon such lot.

**B. OUTSIDE STORAGE AND EXTERIOR MAINTENANCE.**

No article of merchandise or other material shall be kept, stored, or displayed outside the confines of the walled building unless it be enclosed by a wall or chain link fence at least five feet high.

Each owner, tenant or occupant of any building site shall keep said building site and the buildings, improvements and appurtenances thereon in a safe, clean, neat, wholesome condition, and shall comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements. Each such owner, tenant or occupant shall remove, at its own expense, any rubbish or trash of any character which may accumulate on its building site and shall keep unlandscaped areas maintained. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burning in open fires.

#### C. TEMPORARY STRUCTURES AND RESIDENCES.

No trailer, tent, shack, garage, barn or any temporary structure that shall be moved onto premises or erected thereon shall be used for temporary or permanent operation of the proposed occupant's business or permitted to remain on premises unless and until such structure and the duration of its use on the premises has been approved in writing by the undersigned.

No noxious or offensive trades, services or activities shall be conducted on any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the owner, tenant or occupant of other building sites within the Cornhusker Industrial Park No. 3 area by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

#### D. MOVING IN EXISTING STRUCTURES.

No building constructed in another area or addition may be moved onto or permitted to remain on any lot in this subdivision.

#### E. TYPE OF CONSTRUCTION AND APPROVAL OF PLANS.

Any owner, tenant or occupant of any building site shall submit to Industrial Dev. Co. the plans and specifications for any building, improvements, landscaping site grading or drainage plan to be placed on the premises prior to commencement of any such work. No building, improvements, landscaping, grading or drainage work shall be commenced, erected or placed on the premises without the prior written approval of plans and specifications therefor given by said Industrial Dev. Co. Landscaped areas shall be done attractively with lawn, trees, shrubs and similar treatment and shall be properly maintained in a slightly and well-kept condition. No loading dock shall be erected on any building site abutting any streets, unless the front of such loading platform or dock shall be set back at least sixty-five (65) feet from all abutting street right-of-way lines.

All exterior walls, other than those built of brick or pre-finished aggregate panels, must be finished with some preservative such as paint, varnish, plastic or other finish approved in writing by the undersigned; said finish must be applied within thirty (30) days after the erection of the wall.

Metal buildings will be allowed, provided that, except for gable ends, door and window openings, fifty per cent of the front or side of all buildings facing upon an abutting street or streets must be constructed or faced with brick or other decorative material approved in writing by the undersigned. Said exterior finish must be constructed within thirty days after the erection of the building. No convex (barrel) (quonset) roof systems shall be allowed.

F. PARKING FACILITIES.

All vehicular parking (customer, visitor, and employee) truck maneuvering and unloading must be on private property.

In no case shall any storage, servicing, or dismantling of automobiles or other vehicles be permitted in the parking areas or any area not enclosed as a storage facility.

G. ERECTION OF SIGNS.

No owner, lessee, or occupant shall use any part of premises for erection of signs, billboards, or displays other than those directly advertising the business conducted on such premises.

Written approval of the undersigned is required prior to the erection of any sign not attached to a building.

H. MAINTENANCE OF UNDEVELOPED AREAS.

That portion of each tract (including parkings) which is not improved by the construction of buildings, approved surfacing, enclosed yards or lawn area, as heretofore provided, shall be seeded, mowed and maintained with a cover planting which grows to a height not to exceed 18 inches. At no time shall any part of the land area be planted to cultivated row crops.

I. EXCEPTIONS AND MODIFICATIONS.

The undersigned shall be authorized in its discretion to make such written exceptions to, or modifications of, these protective covenants as unusual circumstances or special situations may warrant.

J. FENCES AND WALLS.

No fence, wall, hedge or shrub, plant or tree which obstructs sight lines at elevations between two and six feet above any roadway shall be placed or permitted to remain on any corner of any building site within the triangular area formed by street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines.

IN WITNESS WHEREOF, the undersigned, being the owners of all said real estate, have executed these Covenants this \_\_\_\_\_ day of \_\_\_\_\_, 1970.

INDUSTRIAL DEV. CO. (A Partnership)

By: \_\_\_\_\_ Partner

Partner

1972

STATE OF NEBRASKA)  
) ss.  
COUNTY OF DOUGLAS)

On the day and year last-above written, before me, the undersigned a Notary Public in and for said County, personally came F. T. [unclear] and [unclear], to me personally known to be partners of Industrial Dev. Co., and the identical persons whose names are affixed to the above Amended Covenants, and acknowledged the execution thereof to be their voluntary act and deed as such partners and the voluntary act and deed of said partnership.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last-above written.

[Signature]  
Notary Public

My ~~commission~~ Expires:

WALTER HENNEY LAND CORP.  
COMMERCIAL AND INDUSTRIAL DEVELOPMENT  
5714 W. 10th Street  
OMAHA, NEBRASKA 68114  
PHONE 381-2884  
AREA OFFICE 408

78-575

By [Signature]  
Register of Deeds  
Douglas

THE STATE OF NEBRASKA  
Douglas County  
Entered in Numerical Index and filed  
for record in the office of the Register of  
Deeds of said County and recorded in  
Book 565 of 1972  
Page 665

NOTARY PUBLIC  
DOUGLAS COUNTY, NEBRASKA

2  
Mr. [unclear]  
1972