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RICHARD N. TAYLOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF
COUNTRY CLUB PLAZA, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

This Declaration is made as of the 10th day of April, 2000, by State Street Trust, Inc., a Nebraska corporation, referred to herein as the "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain real property in Douglas County, Nebraska, more particularly described as follows (the "Development Property"):

Lots 1 through 4, inclusive, and Outlot "A," Country Club Plaza, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska.

WHEREAS, Declarant desires that the Development Property be developed in a manner which will establish a first-class office park, and desires to provide certain covenants, conditions, restrictions and easements that will preserve the amenities and provide for the maintenance of the character and integrity of the Development Property.

NOW, THEREFORE, Declarant hereby declares that all of the Development Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, and easements which are for the purpose of protecting the value and desirability of, and which shall run with, all of said Development Property.

**ARTICLE I
DEFINITIONS**

1. Building. The term "Building" shall mean any enclosed structure, placed, constructed or located on the Development Property, which for purposes of this agreement shall include any canopies, supports, loading docks, ramps or outward extensions or protrusions of physical structures.

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2. Building Lot. The term "Building Lot" shall mean each of Lots 1 through 4, inclusive, Country Club Plaza, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska.

3. Common Area. The term "Common Area" shall mean Outlot "A" or any other areas of the Development Property hereafter designated by the Declarant as Common Area.

4. Landscaped Area. The term "Landscaped Area" shall mean all of the green space and landscaped areas as depicted on landscaping plans for a Building Lot submitted to and approved by the Declarant.

5. Owner. The term "Owner" shall mean the legal owner of fee title to a Building Lot, as reflected by the records of the Douglas County Register of Deeds. If a Building Lot is owned by one or more persons, the person or persons holding at least fifty-one percent (51%) of the ownership interest in the Building Lot shall designate one of their number to represent all owners of the Building Lot in question and such designated person shall be deemed the Owner for such Building Lot.

6. Permittee. The term "Permittee" shall mean all Owners, their tenants or licensees of a Building Lot, and each of their respective officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors and invitees.

ARTICLE II USE RESTRICTIONS

1. Prohibited Uses. No use shall be permitted on the Development Property which is inconsistent with the operation of a first-class office park. Without limiting the generality of the foregoing, the following uses shall not be permitted:

1. A bar, liquor store, disco or night club;
2. Gymnasium, health club, spa or dance studio;
3. Off track betting, bingo parlor, keno, or other gambling establishment;
4. Billiard or pool hall;
5. Massage parlor;
6. Amusement or game arcade center;
7. Bowling alley;
8. Car, truck or recreational vehicle washing, repairing, rental, servicing, sale, display or leasing.
9. Adult book or video store (meaning any book or video establishment deriving more than 5% of its revenue from the sale, lease, rental or display of sexually explicit material of any kind);
10. Second hand or surplus store, fire or bankruptcy sales or vendors;
11. Auction house;
12. Mobile home park;

13. Labor camp, junk yard or stockyard;
14. Dumping, disposal, incineration or reduction of trash or garbage except for dumpsters and trash removal incidental to a permitted use;
15. Laundromats;
16. Veterinary hospital or the rearing of animals;
17. Funeral home or mortuary;
18. Check cashing business, except as incidental to the operation of a bank;
19. Pawn shop;
20. Health club;
21. Pet shop; or
22. Tattoo or piercing parlor.

ARTICLE III BUILDINGS AND CONSTRUCTION

1. Plan Approval. No building, fence, wall, drive or parking area, or other external improvement, including landscaping, above or below ground (herein an "Improvement") shall be constructed, erected or placed or permitted to remain on any Building Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

(a) An Owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans, and plot plans to Declarant (herein collectively referred to as the "Plans." Such Plans shall include a description of the type, quality, color and use of materials proposed for the exterior of such Improvement, together with such other detailed drawings as may reasonably be requested by Declarant to review such Improvement. Concurrent with the submission of the Plans, Owner shall notify the Declarant of the Owner's mailing address.

(b) Declarant shall review such Plans in light of the covenants, conditions, restrictions and easements in this Declaration, and in relation to the type and exterior of improvements which have been constructed or approved for construction on the Building Lots. In this regard, Declarant intends that the Building Lots shall be developed as a first-class office park with Buildings constructed of high quality materials. The decision to approve or refuse approval of any proposed Improvement shall be exercised by Declarant in a reasonable manner to promote conformity and harmony of the external design of the Improvements constructed within the Development Property, and to protect the value, character and quality of all of the Building Lots in a manner consistent with this Declaration. If Declarant determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding Improvements and topography or will not protect and enhance the integrity and character of all of the Building Lots as a first-class office park, Declarant may refuse approval of any proposed Improvement.

(c) Written notice of any approval of a proposed Improvement shall be mailed to the Owner at the address specified by the Owner upon submission of the Plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the Plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

(d) No Building Lot Owner or combination of Building Lot Owners, or any other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to the Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

2. Construction of Improvements.

(a) Each Owner agrees that all construction activities performed by it on a Building Lot shall be performed in compliance with all applicable laws, rules, regulations, orders, and ordinances of the city, county, state and federal government, or any department or agency thereof. All construction shall utilize new materials, and shall be performed in a good, safe, and workmanlike manner. The Buildings constructed on the Building Lot shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible and so that Building wall footings shall not encroach onto other Building Lots.

(b) Each Owner agrees that its construction activities shall not:

(i) Unreasonably interfere with the use, occupancy or enjoyment of any part of the remainder of the Development Property by any other Owner or its Permittees; and

(ii) Unreasonably interfere with the construction work being performed on any other part of the Development Property.

(c) In connection with any construction, reconstruction, repair or maintenance on a Building Lot, the Owner of the Building Lot shall have the right to create a temporary staging and/or storage area on the Building Lot at such location as will not unreasonably interfere with the Owner's of other Building Lots and their Permittees access to their Building Lots.

3. Due Diligence in Construction. It is acknowledged and agreed that no Owner shall have an obligation to commence construction of any Building on its Building Lot; however, the Owners agree that once construction has been commenced, such Building shall be completed in a reasonably diligent and workmanlike manner.

ARTICLE IV PARKING AND EASEMENTS

1. Parking. Each Owner shall construct parking areas on its own Building Lot which will provide the Owner of the Building Lot and its Permittees sufficient parking to conduct their affairs on the Building Lot, and each Owner shall use reasonable efforts to ensure that Permittees do not park on the Building Lots of other Owners.

2. Utilities. The Owners of the Development Property shall cooperate in the granting of appropriate and proper temporary and perpetual easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Development Property. The Owners of each Building Lot shall use their best efforts to cause the installation of such utility and service lines prior to the paving on the Building Lots.

ARTICLE V MAINTENANCE AND REPAIR

1. Maintenance. Following completion of Improvements on the Building Lots, the Owner shall repair and maintain the drive, parking and Landscaped Areas situated on their Building Lot in good condition and repair. The maintenance is to include, without limitation, the following:

(a) Maintaining the paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or substituted materials as shall in all respects be equal in quality, use, and durability;

(b) Removal of all papers, ice and snow, mud and sand, debris, filth and refuse to the extent reasonably necessary to keep the area in a clean and orderly condition;

(c) Placing, keeping in repair and replacing any necessary and appropriate directional signs, markers and lines;

(d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required and at all times in conformance with standards and applicable ordinances and agreements applicable to the Building Lot;

(e) Maintaining, mowing, weeding, trimming and watering all Landscaped Areas and making such replacements of shrubs and other landscaping as is necessary to place such areas in an attractive and thriving condition; and

(f) Maintaining, mowing, weeding, trimming and watering green space and landscaped areas of street right-of-way which abut the Owner's Building Lot.

The Owner shall pay maintenance expenses for their Building Lot which shall include the installation and maintenance of a sprinkler system to service all Landscaped Areas. The Declarant may, or the Owners of the Building Lots by mutual agreement and with the consent of the Declarant, appoint an agent to maintain Common Area in the manner as above specified, and which shall also include the maintenance of any entrance or other signs installed on the Common Area by the Declarant. In the event of an appointment of a third party to manage and maintain the Common Area, such third party may be paid a fee which may be assessed to the Owners as provided in Article VI.

2. Buildings. After completion of construction of a Building, each Owner covenants and agrees to keep and maintain the exterior portion of the Buildings in first-class condition and state of repair, and in compliance with all governmental laws, regulations and ordinances applicable thereto. Each Owner further agrees to store all trash and garbage in adequate containers, to locate such containers at the rear of the Buildings so that they are not readily visible from the parking areas, and to arrange for regular removal of such trash or garbage.

ARTICLE VI ANNUAL ASSESSMENT

1. Assessment Matters. The Declarant may fix, levy and charge the Owner of each Building Lot with an annual assessment (herein the "Assessment") which shall represent each Building Lot Owner's representative share of Declarant's expenses pertaining to the Common Area, including, without limitation, the following:

- (a) The development, maintenance, repair, replacement, operation and administration of any Common Area;
- (b) The fixing, levying, collecting and enforcement of all Assessments;
- (c) The holding or disposition of any right, title or interest in real or personal property which is part of the Common Area;
- (d) The employment of property managers, professionals and consultants to advise and assist in the maintenance and management of the Common Areas; and
- (e) Expenditures for the purchase of property damage and casualty insurance covering any Improvements constructed in the Common Areas, and for the purchase of liability insurance coverage insuring the Declarant.

2. Lien of Assessment. All Assessments, together with interest thereon, costs and reasonable attorney fees shall be the personal obligation of the Owner of each Building Lot at the time when the Assessment first becomes due and payable. The Assessments, together with interest thereon, costs and reasonable attorney fees, shall also be a charge and continuing lien upon the Building Lot in respect of which the Assessments are charged.

3. Assessment Allocation. All Assessments shall be determined and assessed against Building Lots in proportion that the square footage of each Building Lot bears to the total square footage of all Building Lots.

4. Due Date. Any installment of Assessments which is not paid within thirty (30) days following delivery of notice of Assessment shall be delinquent. Delinquent Assessments shall bear interest from the date when due at the rate of sixteen percent (16%) per annum. The Declarant may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Building Lot, or pursue any other legal or equitable remedy. The Declarant shall be entitled to recover as a part of the action and shall be indemnified against the interest, cost and reasonable attorney fees incurred by the Declarant with respect to such action. The mortgagee of any Building Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs, and fees. The Declarant shall assign to any mortgagee who cures such a delinquency, all of its rights with respect to such lien and the right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Declarant.

ARTICLE VII MISCELLANEOUS

1. Enforcement. In the event of a breach or threatened breach of this Declaration, only the Declarant or an Owner shall be entitled to institute proceedings for full and adequate relief from consequences of such breach or threatened breach.

2. Perpetual Duration. This Declaration and the covenants, conditions, restrictions and easements shall create mutual benefits and servitudes running with the land and shall bind and inure to the benefit of the parties hereto, and their respective heirs, representatives, lessees, successors and assigns. This Declaration shall be perpetual, provided, however, that this Declaration may be amended by the Declarant or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner which it may determine, in its full and absolute discretion, for a period of five (5) years from the date hereof. Thereafter, this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Building Lots.

3. Waiver, etc. By the written consent of the Declarant for a period of five (5) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to the Building Lots may be waived, modified, or amended for any Building Lot in any manner, for such time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver, modification or amendment will have on the Development Property and the Owner requesting the waiver, modification or amendment. Declarant's decision on any requested waiver, modification or amendment shall be final and there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to the Declarant in this Section, or as a result

of any act or failure to act by Declarant with respect to any requested waiver, modification, or amendment.

4. Termination of Declarant Status. Declarant, or its successors or assigns, may terminate its status as Declarant under this Declaration at any time by filing a notice of termination of status as Declarant. Upon such filing, the Owners of a majority of the Building Lots may appoint another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

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

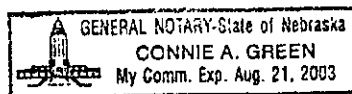
IN WITNESS WHEREOF, this Declaration has been executed effective as of the day and year first above written.

STATE STREET TRUST, INC., a Nebraska
corporation

By: Robert J. Burford
Title: PRESIDENT

STATE OF Nebraska)
) ss.
COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 10th day of April, 2000,
by Robert J. Burford, President of State Street Trust, Inc., a Nebraska
corporation, on behalf of the corporation.



Connie A. Green
Notary Public

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