

PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned are the record owners of the following described real estate situated in Douglas County, Nebraska, to-wit:

The Northeast Quarter (NE 1/4), and the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) and the South Half of the Northwest Quarter (S 1/2 NW 1/4) of Section Four (4), Township Fourteen (14) North, Range Twelve (12), East of the Sixth (6th) P.M.

The South Half of the Northwest Quarter (S 1/2 NW 1/4) of Section Three (3), Township Fourteen (14) North, Range Twelve (12), East of the Sixth (6th) P.M., and Lots One (1) and Two (2) of Koch's Subdivision of the North Half of the Northwest Quarter (N 1/2 NW 1/4) of Section Three (3), Township Fourteen (14) North, Range Twelve (12), East of the Sixth (6th) P.M., and a strip Six (6) feet wide adjoining said Lots One (1) and Two (2) on the South side thereof; and

The Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) and the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Thirty-three (33), Township Fifteen (15) North, Range Twelve (12), East of the Sixth (6th) P.M., lying South of the Railroad Right-of-way, and

Whereas, the undersigned intend to develop said real estate as an Industrial Park,

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

1. Limitations as to Type of Construction. All buildings erected on the above described real estate except ancillary, unheated buildings, shall be of approved masonry construction such as brick, stone, painted concrete block or architectural concrete over a steel or concrete frame, excepting that exterior walls that face interior lot lines may be of painted metal or

streets by other buildings, trees or shrubs properly planted and maintained. Otherwise, the same construction standards as required in the first paragraph of this Article 1 shall apply.

2. Building Setbacks. There shall be a minimum front yard setback of 75 feet from all principal roads and streets and a minimum front yard setback of 35 feet from all secondary roads and streets. 90th, 96th, 102nd, 108th Streets, and "F", "I", "L" and a contemplated street running east and west between "I" and "L" Streets are hereby designated as principal streets.

The Omaha Industrial Foundation may, from time to time, designate other roads and streets as principal roads and streets, and, thereafter, as to any new construction, the above minimum front yard setback of 75 feet shall be observed.

There shall be a minimum side yard and rear yard setback of 25 feet. That portion of the front yard setback immediately in front of the principal building located upon each tract in the above described real estate shall be planted with grass and properly maintained as a lawn area, with construction thereon limited to requisite walks and driveways.

The minimum distance between any two buildings on the same tract shall be 20 feet.

3. Limitations as to Per Centage of Land Covered by Buildings.

The total coverage of buildings and structures shall not exceed sixty (60) per cent of the area of each individual tract within the above described real estate, which coverage shall include that required for off-street loading and unloading.

4. Parking Facilities. All vehicular parking (customer, visitor and employee) shall be off-street. The number of vehicular parking spaces shall equal at least forty (40) per cent of the

purpose other than the parking of automotive vehicles belonging to customers, visitors and employees. In no case shall any storage, servicing, or dismantling of automobiles or other vehicles, or loading or unloading operations be permitted in the required parking areas. All parking areas shall be hard surfaced with a suitable dustless material.

5. Loading Areas. All loading and unloading operations shall be off-street. In no case shall loading and unloading be permitted in the required parking or lawn areas or in a location which will interfere with ingress or egress thereto. All loading areas shall be hard surfaced with a suitable dustless material.

6. Outside Storage. No article of merchandise or other material shall be kept, stored or displayed outside the confines of a walled building, unless it be so screened by fences, walls or plantings that it cannot be seen from a public street. In no event shall any part of the required parking or lawn areas be used for the storage or abandonment of any property.

7. Erection of Signs. No owner, lessee, or occupant of land within this Industrial Park shall use or permit to be used any portion of the property under his control for the erection of signs or billboards or displays other than those directly connected with his own operations thereon.

Approval of the Omaha Industrial Foundation is required prior to the erection of any sign not attached to a building.

8. Maintenance of Undeveloped Areas. That portion of each tract which is not improved through the construction of buildings, parking facilities, loading facilities and lawn area as hereinbefore provided shall be seeded to a cover planting which grows to a height not to exceed approximately 18 inches.

row crops. The landowner is, in accordance with existing Nebraska Statutes, responsible for maintenance of the property up to the edge of the pavement on the abutting street or streets.

9. Zoning and Building Regulations. In addition to the foregoing, the use and building regulations as now or hereafter imposed by the provisions of the Zoning and Building Ordinances of the City of Omaha shall apply throughout the District except as such may be modified by duly constituted authority.

10. Exceptions or Modifications. The Board of Trustees 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.

These covenants shall run with the land and shall be binding upon all present and future owners of any part thereof until January 1, 1988, at which time they shall automatically terminate. If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real property covered by these protective covenants, to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages and other dues for such violations, or both. Invalidation of any of these covenants by Court order or decree shall in no way affect the other provisions, which shall remain in full force and effect.

These covenants shall apply to all of the property first above described, constituting the Omaha Industrial Foundation's