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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the 11th day of October, 1999, is by LARRY J. STAVA and DARRELL FAGER, hereinafter referred to as the "Declarants".

Declarants are the owners of certain real property located in Douglas County, Nebraska, which real property will be called "Bennington Industrial Park" and is legally described as follows:

Lots 1 through 4, Bennington Industrial Park, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

The said Property has been divided into four Parcels, known as Lot 1 through 4, and may be further subdivided into various Parcels which will be offered for sale to others.

Declarants desire to provide for the preservation of the values of Bennington Industrial Park and to this end desire to subject each of the properties in Bennington Industrial Park to the covenants, conditions and restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

The Restrictions, Conditions and Covenants in this instrument are to run with the land and shall be binding upon all parties and all persons owning property or lots in Bennington Industrial Park or claiming under them until January 1, 2025.

If the present or future owners, users or occupants of any of the said Property 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 proceedings at law or in equity against the person violating or attempting to violate any of the covenants, and either to prevent such persons from so doing or to recover damages for such violation, or both.

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

Declarants reserve the right to amend this Declaration in whole or in part in their sole and absolute discretion for a period of five years from the date of this Declaration or until all of the Parcels of the Property in Bennington Industrial Park have been sold, whichever of these two events occurs first, and thereafter owners of not less than seventy-five percent (75%) of the Parcels within the Property covered by this Declaration shall be entitled to amend the Declaration.

NOW, THEREFORE, the Declarants, as owners of the entire property covered by this Declaration, hereby declares that the entire property shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property:

1. Use of property within development

1.1 Each Parcel shall be used exclusively for light industrial or limited commercial purposes as set forth in this Declaration.

1.2 "Light industrial" purposes shall be defined to mean the operation of businesses engaged in wholesale sales, building and maintenance services, manufacturing and assembly of light sheet metal products, printing and publishing shop, warehouse, wholesale distribution center, and the like.

1.3 "Limited commercial purposes" shall be defined to mean the operation of businesses engaged in business equipment repair, storage facilities, mail order services, parcel delivery services, carwash, and the like.

Larry Stava
16330 Dutch Hall Rd
Bennington ne 68007

2. Minimum standards and requirements for structures

2.1 Each parcel within Bennington Industrial Park may contain only such structures as shall be approved by Declarants. Prior to erecting any structure, an owner desiring to erect such structure shall deliver a proposed detailed set of plans to Declarants, notifying Declarants of the owner's mailing address. Declarants shall review such plans in order to maintain the Declarants' intention that the Property shall develop in an aesthetically pleasing manner. If Declarants determine that the desire and location of the proposed structure does not conform with this Declaration, does not conform with the topography, or will not protect and enchantment the integrity and character of the Property as a quality industrial park, Declarants may refuse approval of the proposed structure. Written notice of the approval of a proposed structure shall be mailed to the owner at the address specified by the owner upon submission of the plans within 30 days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed structure shall be deemed disapproved.

2.2 Upon the completion of any structure, and immediately thereafter, an owner shall complete such landscaping as shall have been contemplated and made a part of the plans submitted to Declarants pursuant to the provisions of subparagraph 2.1 hereof.

2.3 Each parcel within Bennington Industrial Park shall contain a parking area sufficient to meet all applicable zoning requirements.

2.4 Prior to erecting any advertising sign, billboard, or other sign, an owner desiring to erect such object shall deliver a proposed detailed set of plans to Declarants, notifying Declarants of the owner's mailing address. Declarants shall review such plans in order to maintain the Declarants' intention that the property shall be developed in an aesthetically pleasing manner. If Declarants determine that the design and location of the proposed object does not conform with this Declaration, does not conform with the topography, or will not protect and enhance the integrity and character of the Property as a quality industrial park, Declarants may refuse approval of the proposed object. Written notice of the approval of a proposed object shall be mailed to the owner at the address specified by the owner upon submission of the plans within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed object shall be deemed disapproved.

2.5 The Owner of each Parcel shall be responsible for the upkeep and maintenance of said Parcel prior to and after building completion. No weeds, underbrush, or other unsightly objects shall be permitted to grow or remain on any Parcel. The parking lot area of each Parcel shall be maintained in a clean condition at all times.

2.6 No unused vehicles, trailers, motor homes, aircraft, camper, or similar chattel shall be visibly stored, parked or abandoned on any Parcel. No unused building material, junk or rubbish shall be left exposed on the Parcel except during actual construction, and then only in as neat and inconspicuous a manner as possible.

2.7 No incinerator or trash burner shall be permitted on any Parcel. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Parcel except for pickup purposes.

2.8 All fences shall be approved by the Declarants before construction is commenced.

2.9 Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation.

2.10 No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over or across any Parcel.

3. Roadway Construction and Maintenance

3.1 Each owner shall share equally in the cost and expense of the construction and maintenance of the roadway granting access of each to the State Highway.

3.2 At such time as maintenance cost shall be paid in part by others, each owner shall share equally in the cost thereof attributable to Bennington Industrial Park.

4. General Provisions

4.1 Except for the authority and powers specifically granted to the Declarants, the Declarants or any owner of a Parcel shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages arising from such violation. Failure by the Declarants or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4.2 The covenants and restrictions of this Declaration shall run with the land and shall be binding until January 1, 2025. Unless amended or modified by the owners of seventy-five percent (75%) of the Parcels, this Declaration shall remain in force thereafter for three (3) additional periods of ten (10) years. This Declaration may be amended by the Declarants, or any person, firm, corporation, partnership, or entity designated in writing by the Declarants, in any manner which they may determine in their sole and absolute discretion for a period of five (5) years from the date hereof. Thereafter, this Declaration may be amended or modified by an instrument signed by the owners of not less than seventy-five (75%) of the Parcels covered by this Declaration.

4.3 By the written consent of the Declarants for a period of five (5) years from the date hereof, any of the covenants, conditions, restrictions, and easements may be waived, modified or amended for any Parcel, in any manner, for such a time period, and on such conditions, if any, which the Declarants may determine in their sole and absolute discretion. Declarants' decision on any requested waiver, modification or amendment shall be final and there shall be no right of appeal of Declarants' decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarants by virtue of the authority granted herein, or as a result of failure to act by Declarants with respect to any requested waiver, modification or amendment.

4.4 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.

Executed at Omaha, Nebraska, this 11th day of October, 1999, by Larry J. Stava and Darrell Fager, the Declarants.

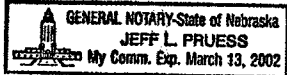
Darrell J. Fager

Darrell J. Fager
Larry J. Stava

Larry J. Stava

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The above and foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged before me this 11th day of October, 1999, by Larry J. Stava, Declarant.



Jeff L. Pruess

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The above and foregoing Declaration of Covepants, Conditions and Restrictions was acknowledged before me this 20th day of September, 1999, by Darrell Fager, Declarant.

Shirley J. Wofford
Notary Public

