

FILED SARPY CO. NE.

INSTRUMENT NUMBER

2003-32943

2003 JUN 16 P 4:15 PM

Glenn J. Anderson

REGISTER OF DEEDS

Counter DA

Verify DL

D.E. SM

Proof W

Fee \$ 25.00

Ck Cash Chg

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Stamp
COPY

Return to:

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Martin P. Pelster, Esq.
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 SOUTH 72 STREET, SUITE 1250
OMAHA, NE 68124-2356

RESTRICTIVE COVENANTS

Harrison Group, L.L.C., a Nebraska limited liability company (hereafter "Declarant") together with those other parties signing below, 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:

Lots 1 through 10, inclusive, Harrison Woods Replat Three, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

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 to prevent him or them from so doing and to recover damages 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.

1. Limitations as to Type of Construction. All buildings erected on said lots shall be approved by Declarant and shall be of either approved masonry construction such as brick, stone, painted or colored architectural concrete over a steel or concrete frame, or of painted metal material; provided, however, that at least a portion of any exterior building wall facing any public street shall be of brick or stone construction.

2. Approval of Plans. Before commencing the construction, grading, excavation for, or alteration of buildings, enclosures, fences, landscaping, signs, grading or drainage work, loading docks, parking facilities, storage yards or any other structures or permanent improvements on or to any site or lot, the property owner shall first submit site plans or

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plans and specifications thereof to Declarant for its written approval. Declarant shall have the right to require such documents, materials, drawings or other clarification as it shall determine to be necessary to consider the subject building project. In the event that Declarant shall fail to approve or disapprove such building plans, specifications or site plans within thirty (30) days after they have been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with.

Approval of Declarant (including disapproval) as to various items in these covenants shall also mean approval (or disapproval) by another person designated by Declarant in a writing duly recorded in the Office of the Register of Deeds and indexed against the subdivision as approving authority in lieu of Declarant.

3. Building Set-Backs. There shall be a minimum set-back of 30 feet from both 168th Street and Harrison Street and 25 feet from all other public streets. There shall otherwise be a minimum side yard and rear yard set-back of 10 feet from the respective lot line.

4. Landscaping. All Lots shall be landscaped and properly maintained as a lawn area except that part used for driveways or parking. Landscaping plans and specifications shall be approved by Declarant prior to commencement of construction.

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

5. Compliance with Government Regulations, Etc. The owner of any site or lot shall at all times keep the premises, buildings, landscaping, improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all government, health, and fire requirements and regulations. Any owner will remove at its own expense any rubbish, debris or trash of any character whatsoever which may accumulate outside the building on its lot. In the event said owner fails to comply with any or all of the aforesaid requirements, or if it fails to establish or maintain the lawn area required by Paragraph 4 hereof, then after 10 days written notice to said owner, Declarant shall have the right, privilege and license to enter upon the premises and make any and all corrections or improvements that may be necessary to meet such standards, all at the sole cost and expense of said owner, which shall be a lien on said lot if not paid within 15 days of submission of a bill to said owner.

6. Parking Facilities. The owner of each lot shall at all times provide, and thereafter maintain, adequate vehicular parking on such lot for all customers, visitors, employees and other invitees of the owner. Parking shall be provided at a minimum ratio of five parking spaces (with minimum dimensions of nine feet by eighteen feet per space, plus appropriate drive lanes) for each 1,000 square feet of gross floor area contained in all buildings constructed on each lot. Gross floor area shall be defined as total building area measured from the exterior face of the perimeter walls of such building(s) for all levels including any basement level. Parking areas shall not be used for any purpose other than the parking of automotive vehicles belonging to customers, visitors, employees and other

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invitees of the owner. 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 dust-free and hard surfaced.

7. No Temporary Structures. No trailer, tent, shack, garage, barn or any temporary structure that shall be moved onto any lot 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 Declarant. A building upon which construction has begun must be completed within one (1) year from the date the foundation was dug for said building.
8. No Offensive Usages. 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 Harrison Woods area by reasons of the unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.
9. Erection of Signs. No owner, lessee or occupant of any lot shall use, or permit to be used, any portion of the property under his control for the erection of signs, billboards or displays, other than those directly connected with the business operated on said site. No signs shall be erected or maintained on the roof of any building. Written approval is required prior to the erection or modification of any sign, other than a sign attached to a building and identifying the address and/or the occupant thereof.
10. 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.
11. 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, and shall be attractively maintained. 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.
12. Amendments. For a period of ten (10) years following the date hereof, the Declarant shall have the right to amend, modify or supplement all or any portion of these Restrictive Covenants from time to time by executing and recording one or more duly acknowledged Amendments to Restrictive Covenants in the Office of the Register of Deeds, Sarpy County, Nebraska.
13. Duration. These covenants are to run with and bind the land for a term of fifteen (15) years from the date this Declaration is recorded, and shall be automatically renewed and extended for successive periods of five (5) years each, unless and until the then owners of a majority of the land (by square footage of Lots) within the subdivision

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execute and record an instrument amending or terminating these covenants in the Office of the Register of Deeds, Sarpy County, Nebraska.

14. **Severability.** If any paragraph or part thereof of this instrument shall be invalid, illegal or inoperative for any reason, the remaining parts so far as possible and reasonable shall be effective and fully operative.

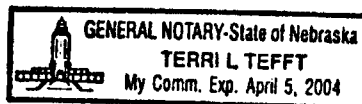
DATED this 11th day of June, 2003.

HARRISON GROUP, L.L.C., ("Declarant")
a Nebraska limited liability company
By: First Management, Inc., Manager

By: Randall Wieseler
Title: President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 11th day of June, 2003, by Randall Wieseler, President, of First Management, Inc., manager of Harrison Group, L.L.C., a Nebraska limited liability company, on behalf of the company.



Terri L Tefft
Notary Public

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-73447

2003 DEC 22 A 10:03 AM

Glenn J. Dowling
REGISTER OF DEEDS

COUNTER *Sp* ~~C.E.~~
VERIFY *Sp* ~~D.E.~~
PROOF *Sp*
FEES \$ 20.00
CHECK# 145490
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

(F)
RJR
After recording, please return to:

Martin P. Pelster, Esq.
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, L.L.C.
2120 South 72nd Street, Suite 1250
Omaha, Nebraska 68124

FIRST AMENDMENT TO RESTRICTIVE COVENANTS

This First Amendment to Restrictive Covenants is made on the date hereinafter set forth by Harrison Group, L.L.C., a Nebraska limited liability company, hereinafter the "Declarant".

WITNESSETH:

WHEREAS, the undersigned is the Declarant under certain Restrictive Covenants (the "Covenants"), which Covenants were filed for record in the office of the Register of Deeds of Sarpy County, Nebraska on June 16, 2003, at Instrument No. 2003-32943, and which govern Lots 1 through 10, inclusive, Harrison Woods Replat 3, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

WHEREAS, pursuant to the authority granted to Declarant in Section 12 of the Covenants, Declarant is desirous of amending the Covenants as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby declares that the Covenants are amended and modified in the filing particulars.

1. Section 2 of the Covenants is hereby amended by deleting in its entirety the existing Section 2 and inserting in lieu thereof the following Section 2 to read as follows:

2. Approval of Plans and Proposed Use. Declarant intends to develop the above-described lots as a quality first class mixed use development and, in order to ensure the proper mix of uses of property and the proper quality of construction within the development, Declarant shall have the right, in its sole discretion, to approve the proposed use for each lot and the site plans and plans and specifications (hereinafter the "Plans and Specifications") for

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improvements to be constructed thereon. Before commencing the construction, grading, excavation for, or alteration of buildings, enclosures, fences, landscaping, signs, grading or drainage work, loading docks, parking facilities, storage yards or any other structures or permanent improvements on or to any site or lot, the property owner shall first submit to Declarant a writing describing the proposed use for such lot and the Plans and Specifications for written approval by Declarant. Declarant shall have the right, in its sole discretion, to refuse approval of any proposed use or any Plans and Specifications which are not suitable or desirable for aesthetic or any other reasons. In reviewing the proposed use or Plans and Specifications, Declarant shall take into consideration the suitability of the proposed use or improvements in light of the Declarant's plans as a whole for the development as a quality first class mixed use development, the harmony of exterior design and location in relation to surrounding structures and topography and the affect of the proposed use and improvements as planned on the views from other lots within the development and/or the adjacent public streets. No changes or deviations in or from such use Plans and Specifications once approved shall be made without the prior written approval of the Declarant. The Declarant shall approve or disapprove all proposed uses or Plans and Specifications submitted to it within thirty (30) days of the receipt of the writing describing the proposed use and/or of receipt of the Plans and Specifications. In the event Declarant fails to approve or disapprove the proposed use or Plans and Specifications submitted to it within such thirty (30) day period, such proposed use or Plans and Specifications shall be deemed to have been disapproved. Approval of Declarant (including disapproval) as to various items in the Covenants shall also mean approval (or disapproval) by another person designated by Declarant in writing duly recorded in the office of the Register of Deeds and indexed against the subdivision as the approving authority in lieu of Declarant.

2. The Restrictive Covenants are hereby ratified and confirmed in all respects, except as amended herein, and as if fully set forth herein.

Dated effective the 17th day of December, 2003.

HARRISON GROUP, L.L.C. ("Declarant"),
a Nebraska Limited Liability Company
By: First Management, Inc., Manager

By: Randall W. Wosela
Title: President

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STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 17th day of December, 2003, by Parcell Wusler, President of First Management, Inc., Manager of Harrison Group, L.L.C., a Nebraska Limited Liability Company, on behalf of the Company.

Terril Tefft
Notary Public

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