

## FOXLEY INDUSTRIAL PARK

## PROTECTIVE COVENANTS

The undersigned, being the owner, of all of the following described real estate:

All of Blocks 1, 2, and 3, Foxley Industrial Park, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

hereby declare that the following covenants are to run with the land and shall be binding on all present and future owners of any part of said real estate until January 1, 1991.

If the present or future owners or occupants of any of said real estate or their grantees, heirs, successors, or assigns shall violate or attempt to violate any of these covenants, it shall be lawful for any other owners or occupants of any part of said real estate to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, either to prevent them from so doing or to recover damages for such violation, or for both, or for such other remedy as may by the law be provided.

Invalidation of any one of these covenants by court order or decree shall in no way affect the other provision which shall remain in full force and effect.

I. TYPE OF CONSTRUCTION.

All buildings erected on properties, except ancillary 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 painted asbestos material from a point 20 feet back of the required front masonry wall.

Ancillary buildings may be of painted metal or painted asbestos wall construction if screened from peripheral 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 I shall apply.

II. MINIMUM BUILDING SET-BACKS.

There shall be a minimum front yard set-back of 75 feet from "F" Street and from "G" Street.

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

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

III. ELECTRICAL AND TELEPHONE WIRING.

All electrical, telephone or other such services within the above described property shall be installed by underground wiring or cables. Overhead electrical, telephone or other such services shall not be permitted on any part of the above Blocks.

IV. PERCENTAGE OF LAND COVERED BY BUILDINGS.

The total coverage of buildings and structures shall not exceed Sixty (60) percent of the area of each individual tract, which coverage shall include that required for off-street loading and unloading.

V. PARKING FACILITIES.

All vehicular parking (customer, visitor and employee) shall be off-street. The number of vehicular parking spaces shall equal at least forth (40) percent of the number of employees engaged at any one time in the business or industry conducted on each individual tract. In no case shall any parking area be located immediately in front of the principal building on each tract. Parking areas shall not be used for any 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.

VI. LOADING AND UNLOADING 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.

VII. OUTSIDE STORAGE.

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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.

VIII. 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 billboard or displays other than those directly connected with his own operations thereon.

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

IX. 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. In no event, and at no time, shall any part of the land area be planted to cultivated row crops. The landowner shall be responsible for maintenance of the property up to the edge of the pavement on the abutting street or streets.

X. The owners of the above described real estate agree that at no time and in no event shall any parcel or tract of the above real estate be subdivided into lots or parcels of an area less than two and one-half (2-1/2) acres without the prior consent and authorization of Foxley Industrial Park.

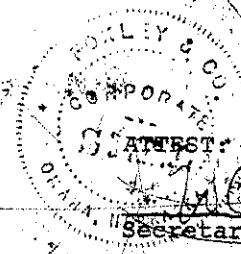
XI. EXCEPTIONS OR MODIFICATIONS.

Foxley Industrial Park, a Nebraska partnership, 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.

IN WITNESS WHEREOF, the undersigned have executed these Covenants this 10 day of May, 1967.

FOXLEY INDUSTRIAL PARK, a Nebraska Partnership

By FOXLEY & CO., a Corporation, partner



[Signature]  
Secretary

By Eileen C. Foxley  
Eileen C. Foxley, President

By NEBRASKA FEEDING COMPANY, a Corporation, partner



[Signature]  
Secretary

By Eileen C. Foxley  
Eileen C. Foxley, President

By W. C. Foxley  
W. C. Foxley, Trustee, a Partner

[Signature]  
Richard A. Pirotte

[Signature]  
Mary Ann Pirotte  
Husband and Wife

[Signature]  
Dennis Radford

[Signature]  
Sheila Radford  
Husband and Wife

[Signature]  
Paula Foxley

[Signature]  
William C. Foxley  
Husband and Wife

[Signature]  
Michael Hogan

[Signature]  
Jane Hogan  
Husband and Wife

[Signature]  
Sara Foxley, Single

[Signature]  
William C. Foxley, Trustee

STATE OF NEBRASKA]
COUNTY OF DOUGLAS]

On this 10 day of May, 1967, before me a Notary Public duly commissioned and qualified in and for said County, came Eileen C. Foxley, President of Foxley & Co. and Nebraska Feeding Company, both Nebraska corporations and partners of Foxley Industrial Park, a Nebraska Partnership, personally known to me to be the President of said corporations and the identical person who signed the foregoing instrument and she acknowledged the execution thereof to be her voluntary act and deed as such officer and the voluntary act and deed of said corporations and the voluntary act and deed of Foxley Industrial Park, a Nebraska Partnership and that the corporate seals were thereto affixed with the authority of said corporations.

Witness my hand and official seal at Omaha, Nebraska, in said County the date last aforesaid.

Notary Public

My Commission expires on the day of 19

STATE OF NEBRASKA]
COUNTY OF DOUGLAS]

On this 10 day of May, 1967, before me a Notary Public duly commissioned and qualified in and for said County, came W. C. Foxley, Trustee, a partner of Foxley Industrial Park, a Nebraska Partnership, personally known to me to be the identical person who signed the foregoing instrument and a partner of said partnership and he acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of Foxley Industrial Park, a Nebraska Partnership.

Witness my hand and official seal at Omaha, Nebraska, in said County the date last aforesaid.

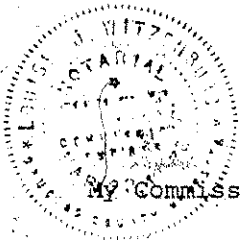
Notary Public

My Commission expires on the day of 19

STATE OF NEBRASKA]
] ss.
COUNTY OF DOUGLAS]

On this 10 day of May, 1967, before me a Notary Public, duly commissioned and qualified in and for said County, came Mary Ann Pirotte and Richard A. Pirotte, husband and wife, Sheila Radford and Dennis Radford, husband and wife, William C. Foxley and Paula Foxley, wife and husband, Jane Hogan and Michael Hogan, husband and wife, Sara Foxley, single and William C. Foxley, Trustee, who are personally known to me to be the identical persons who signed the above instrument and they acknowledged the signing of said instrument to be their voluntary act and deed.

Witness my hand and official seal at Omaha, Nebraska, in said County the date last aforesaid.



Notary Public

My Commission expires on the \_\_\_ day of \_\_\_, 19\_\_.

1/ Misc
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1967 SEP 25 AM 2 27

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA
County of Douglas
Entitled to a copy of record filed
for record in the office of the Register of
Deeds of said County is recorded in
Book 453 of Deeds
Page 521

Handwritten signature: Douglas County

By MAIL Lily Grant - Brown, Hal
309 Continental Bldg
N 78-153/154/157
G.P.M. P.O.