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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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RETURN: W.B. KAMP
2200 HARVILL DR.
BELLEVUE, NE 68005
 ph 291-4800

Temp. 12.4.01

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DECLARATION OF RESTRICTIONS
AND GRANT OF EASEMENTS

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("Declaration") is made as of the 16th day of October, 2002, by HOWARD S. AMES and ANN K. BROOKS, whose mailing address is 11002 Hillside Drive, Austin, Texas 78736 ("First Party") and HOWARD S. AMES and ANN K. BROOKS, whose mailing address is 11002 Hillside Drive, Austin, Texas 78736 ("Second Party").

I. PRELIMINARY

1.1 Definitions:

(a) "Lot" or "Lots" collectively refer to Lots 1, 2, and 3, Ames Replat, City of Ralston, Douglas County, Nebraska.

(b) "Restrictions": The easements, covenants, restrictions, liens, charges, obligations and benefits contained in this Declaration.

(c) "Utility Easement" is an area described at Exhibit "A" as a permanent easement for the construction and maintenance of utilities.

(d) "Sewer Easement" is an area described at Exhibit "B" as a permanent easement for the construction and maintenance of sanitary sewers.

(e) "Drainage Easement" is an area described at Exhibit "C" as a permanent easement for the construction and maintenance of drainage sewers.

1.2 Parties: First Party is the owner of Lots 1-3 and Second Party is the developer of the buildings on Lots 1, 2, and 3. The Lots are located on the north side of Harrison Street and 82nd Street, in the City of Ralston, County of Douglas, State of Nebraska.

II. UTILITY, SEWER, AND DRAINAGE EASEMENTS

First Party hereto, as grantor, hereby grants to the Second Party and their successor owners, for the benefit of them and other owners, non-exclusive easements under, through and across the Lots for water drainage surfaces or systems or structures, water mains, sewers, telephone or electrical conduits or systems, gas mains, other public utilities and service easements. This also includes the Utility Easement, Sewer Easement, and Drainage Easement. Said easements are permanent. The First Party has also executed a Grant of Easements for ingress-egress and cross access. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of such easements. In the event it is necessary

for the owner of a Lot to cause the installation of a storm drain, utility line or sewer across the easements, common area, Sewer Utility, or Drainage Easement, or land which does not have a building on it of another Lot after the initial paving and improving thereof, the other owners shall not unreasonably withhold the granting of an additional easement or easements. The construction and use of such easement facilities shall not unreasonably interfere with the normal operation of any business on the Lots or Lot owners. The Second Party, or Successor Lot Owners, shall bear pro rata all costs related to the use of the easements and shall repair to the original specifications any damage to the areas resulting from such use. At any time and from time to time the Second Party, or Successor Lot Owners of a Lot shall have the right to relocate on its Lot(s) any utility line or facility installed pursuant to the foregoing grant of easements which are then located on the land of such owner, provided that any such relocation (a) shall be performed only after sixty (60) days notice of the owner's intention to undertake the relocation shall have been given to the owner of each Lot served by the easement or facility; (b) shall not unreasonably interfere with or diminish utility or easement service to the Lots served by the lines or facility; (c) shall not reduce or unreasonably impair the usefulness or function of the line or easement facility; (d) shall be performed without cost or expense to the owner or occupant of any Lot served by the line or facility; and (e) the original and relocated area shall be restored to the original specifications.

III. MAINTENANCE DIRECTOR

3.1 Appointment: The First Party hereby appoints the Second Party or the owner of Lot 1 as Maintenance Director of the Lots and after the date hereof.

3.2 Contract: The Maintenance Director shall contract for and pay for all maintenance for the easements, provided that the Maintenance Director shall not contract for or pay for any time the pro rata share of which for any Lot exceeds the Three Thousand Dollars (\$3,000.00) without the prior written consent of the owner of the Lot.

3.3 Reimbursements: The owners of all the Lots shall cause the Maintenance Director to be reimbursed for all of its out-of-pocket expenses in performing such services plus a service charge of ten percent (10%) of said expenses to cover administration costs; provided, however, that the ten percent (10%) service charge shall not exceed Three Hundred Fifty Dollars (\$350.00) for any individual item of service performed without the prior written approval of the owners of at least two (2) of the three (3) Lots.

3.4 Non-Profit: The Maintenance Director agrees to operate on a non-profit basis with an end to keeping such expenses at a reasonable minimum.

3.5 Billings: The owner of each Lot (or its respective delegates, tenants, or agents, as it may direct) shall be billed quarterly for its pro rata share of all expenses incurred by the Maintenance Director in maintaining the easements, as provided above including the ten percent (10%) administration cost with the first billing date being the last day of the first full calendar quarter following the date the execution of this declaration. The proportionate share of the total Common Area expenses to be borne by each owner for any year shall be that proportion set forth below:

	<u>Square</u> <u>Feet</u>	<u>Land</u> <u>Area</u>	<u>Percent</u>
Lot 1	50,623	1.16 Acres	52.7%
Lot 2	24,718	0.57 Acres	25.9%
Lot 3	20,389	0.47 Acres	21.4%
Total	95,730	2.20 Acres	100%

3.6 Further Obligations: If any owner of a Lot sells its Lot, then after the date of sale, such owner shall have no further obligation under this Agreement with respect to such Lot sold; provided, however, the selling owner shall remain liable for obligations incurred prior to said sale and the Buyer shall be liable for future obligations.

3.7 Responsibility if No Maintenance Director: In the event there should at any time cease to be a Maintenance Director or if the Maintenance Director shall resign, each owner shall be responsible for the maintenance of its own Lot according to the standards herein enumerated. If any owner fails to perform such obligations, such failure shall constitute a default, in which case any other owner may cause the performance of the obligations and bill the defaulting owner for the expenses incurred. In such event, the applicable provisions and remedies herein shall apply.

IV. GENERAL PROVISIONS

4.1 Covenants Run With the Land: Each Restriction on each Lot shall be a burden on that Lot, shall be appurtenant to and for the benefit of the other Lots and each part thereof, and shall run with the land.

4.2 Successors and Assigns: This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon the owners and their successors and assigns; provided,

however, that if any owner sells any portion or all of its interest in any Lot, such owner shall thereupon be released and discharged from any and all obligations as owner in connection with the property sold by it arising under this Declaration after the sale and conveyance of title.

4.3 Injunctive Relief: In the event of any violation or threatened violation by any owner, lessee, or occupant of any portion of the Lots of any of the terms, covenants and conditions of this Declaration, any or all of the owners of the property included within the Lots and the owner of Lot 1 as long as either of them are owners or occupants, shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration and all remedies available under statute, law and equity.

4.4 Modification Provision: For the first four (4) years after the execution hereof, this Declaration may be modified in any respect whatsoever or rescinded, in whole or in part by the owner of Lot 1, with the written consent of the City of Ralston, and thereafter it may not be modified, except with the consent of the owners of the Lots containing ninety percent (90%) of the total square footage of existing buildings on the Lots at the time of such modification or rescission, and then only by written instrument duly executed and acknowledged by all of the required owners duly recorded in the office of the Recorder of Douglas County, Nebraska. No modification or rescission of this Declaration shall affect the rights of the City of Ralston or any lien holder unless the City of Ralston or lienholder consents in writing to the modification or rescission.

4.5 Method of Approval: Whenever the approval or consent of any owner is required, such approval or consent shall be exercised only in the following manner. Each Lot shall have only one vote. The record owners of each Lot shall agree among themselves and designate in writing to the record owners of each of the other Lots a single person or entity who is entitled to cast the vote for that Lot. In the event the record owners of any Lot cannot agree who shall be entitled to cast the single vote of that Lot, that Lot shall not be entitled to vote. In the event a Lot is not entitled to vote, its consent or approval shall not be necessary. No party shall have more than one vote, anything in this Declaration to the contrary notwithstanding.

4.6 Not a Public Dedication: Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Lots to the general public or for the general public or for any public purposes whatsoever, it being the intention of the owners that this Declaration shall be strictly limited to and for the purposes herein expressed.

4.7 Breach Shall Not Permit Termination: It is expressly agreed that no breach of the Declaration shall entitle any owner to cancel, rescind or otherwise to terminate this Declaration, but such limitations shall not affect in any manner any other rights or remedies which such owner may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

4.8 Notices: All notices to be given pursuant to this Declaration shall be in writing and must be given by United States certified or registered mail, postage prepaid, properly addressed to the owner of each Lot by name and address as shown on the then current real property tax rolls in Douglas County, Nebraska. All notices to the Second Party for Lot 1 shall be sent to 11002 Hillside Drive, Austin, Texas 78736, or their future address.

4.9 Attorneys' Fees: In the event any entity which is entitled to the benefits of this Declaration brings an action at law or in equity to enforce or interpret this Declaration, the prevailing party in such action shall be entitled to recover from the other party its reasonable attorneys' fees and all court costs in addition to all other appropriate relief.

4.10 Right to Grant and Convey: That said Grantor for itself and its successor and assigns, does confirm with Grantee that it, the Grantor, is well seized in fee of the above-described property and that it has the right to grant and convey these easements in the manner and form aforesaid, and that it will, and its successors and assigns shall, warrant and defend these easements to Grantee against the lawful claims and demands of all persons.

4.11 Successors and Assigns: The easements created hereby shall inure to the benefit of and be binding upon the owners and their successors and assigns; provided, however, that if any owner sells any portion or all of its interest in any Lot, such owner shall thereupon be released and discharged from any and all obligations as owner in connection with the property sold by it arising under this document after the sale and conveyance of title.

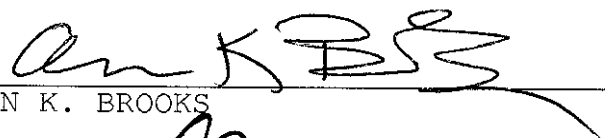
4.12 Entire Agreement: That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the Grantor and Grantee.

Dated the date first set forth above.

FIRST PARTY:

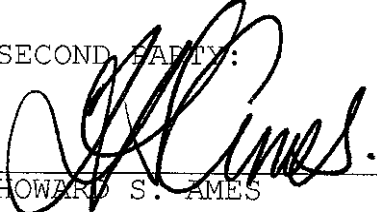


HOWARD S. AMES




ANN K. BROOKS

SECOND PARTY:



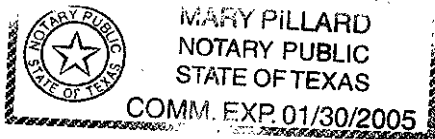
HOWARD S. AMES



ANN K. BROOKS

STATE OF TEXAS)
) ss.
COUNTY OF Travis)

Subscribed, sworn to, and acknowledged before me by HOWARD S. AMES and ANN K. BROOKS this 16 day of October, 2002.



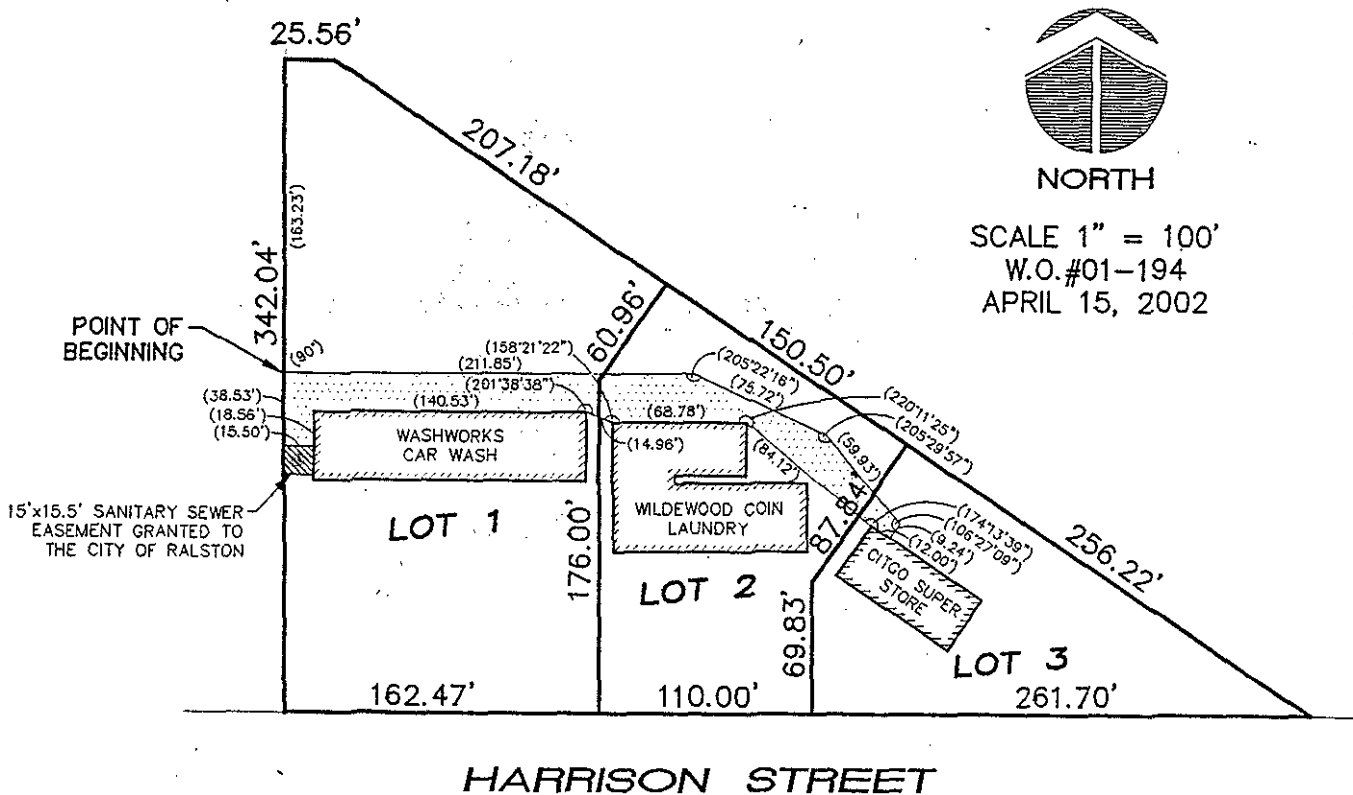


Notary Public

UTILITY EASEMENT

LEGAL DESCRIPTION

A UTILITY EASEMENT GRANTED TO LOTS 1, 2 AND 3, AMES REPLAT, AN ADDITION TO THE CITY OF RALSTON, NEBRASKA. LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6th. P.M., DOUGLAS COUNTY, NEBRASKA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE S 00°06'42" E (ASSUMED BEARING) FOR 163.23 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE N 89°53'18" E FOR 211.85 FEET; THENCE S 64°44'26" E FOR 75.72 FEET; THENCE S 39°14'30" E FOR 59.93 FEET; THENCE S 34°18'22" W FOR 9.24 FEET; THENCE N 55°41'38" W FOR 12.00 FEET; THENCE N 49°55'17" W FOR 84.12 FEET; THENCE S 89°53'18" W FOR 68.78 FEET; THENCE N 68°28'04" W FOR 14.96 FEET; THENCE S 89°53'18" W FOR 140.53 FEET; THENCE S 00°06'42" E FOR 18.56 FEET; THENCE S 89°53'18" W FOR 15.50 FEET TO THE WEST LINE OF SAID LOT 1; THENCE N 00°06'42" W FOR 38.53 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.



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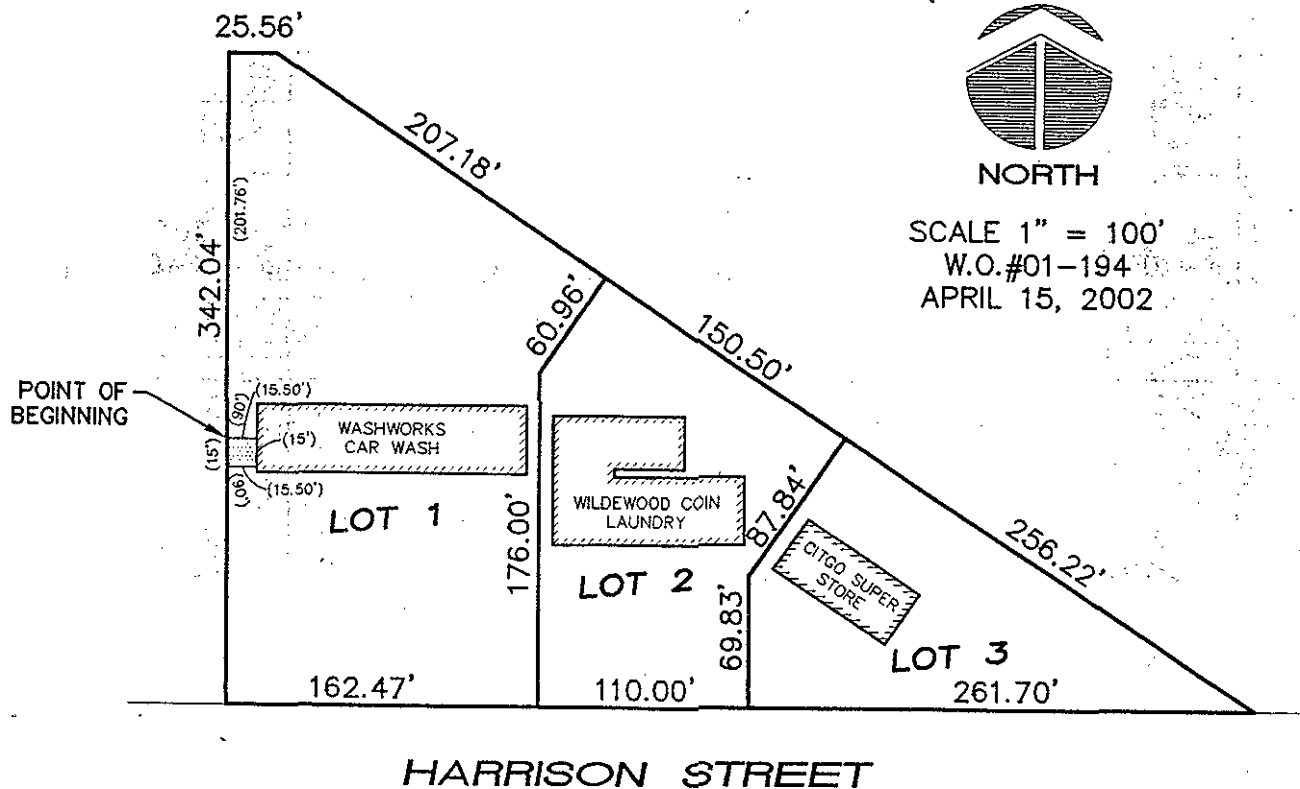


Hill-Farrell Associates, Inc.
 Architects, Engineers, Land Surveyors
 1008 Lincoln RD., Bellevue, NE 68005 402-291-6100

SANITARY SEWER EASEMENT

LEGAL DESCRIPTION

A SANITARY SEWER MAINTENANCE EASEMENT GRANTED TO THE CITY OF RALSTON FROM THE OWNER(S) OF LOT 1, AMES REPLAT, AN ADDITION TO THE CITY OF RALSTON, NEBRASKA. LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6th. P.M., DOUGLAS COUNTY, NEBRASKA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE S 00°06'42" E (ASSUMED BEARING) FOR 201.76 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE N 89°53'18" E FOR 15.50 FEET; THENCE S 00°06'42" E FOR 15.00 FEET ALONG A LINE 15.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 1; THENCE S 89°53'18" W FOR 15.50 FEET TO THE WEST LINE OF SAID LOT 3; THENCE N 00°06'42" W FOR 15.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.



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April 15, 2002 2:06:10 p.m.
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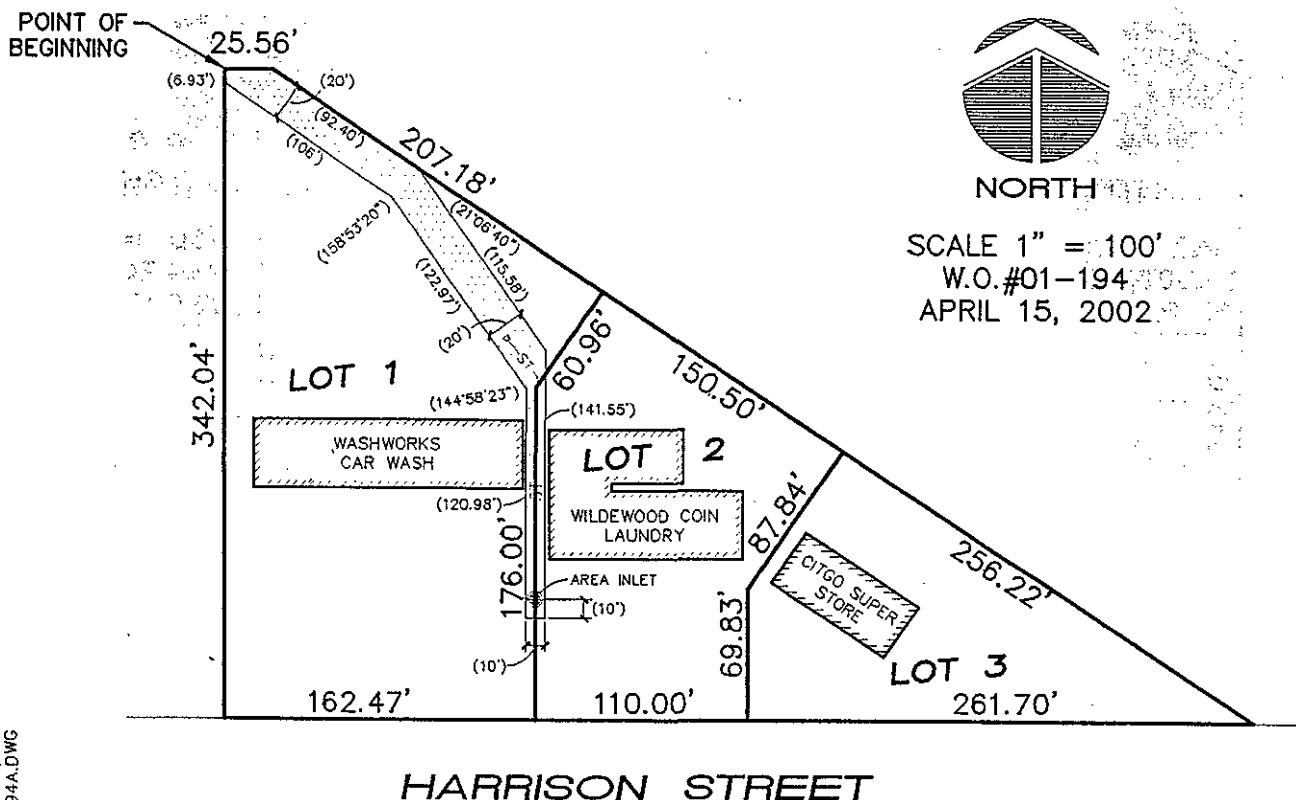


Hill-Farrell Associates, Inc.
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 1008 Lincoln RD., Bellevue, NE 68005 402-291-6100

DRAINAGE EASEMENT

LEGAL DESCRIPTION

A DRAINAGE EASEMENT GRANTED TO LOTS 1 AND 2, AMES REPLAT, AN ADDITION TO THE CITY OF RALSTON, NEBRASKA. LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6th. P.M., DOUGLAS COUNTY, NEBRASKA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE S 89°58'07" E (ASSUMED BEARING) FOR 25.56 FEET ALONG THE NORTH LINE OF SAID LOT 1; THENCE S 56°03'25" E FOR 92.40 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 1; THENCE S 34°56'46" E FOR 115.58 FEET; THENCE S 00°04'51" W FOR 141.55 FEET ALONG A LINE 5.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 1; THENCE N 89°55'09" W FOR 10.00 FEET; THENCE N 00°04'51" E FOR 120.98 FEET ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 1; THENCE N 34°56'46" W FOR 122.97 FEET; THENCE N 56°03'25" W FOR 106.00 FEET ALONG A LINE 20.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 1; THENCE N 00°06'42" W FOR 6.93 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.



April 15, 2002 2:06:10 p.m.
 Drawing: S:\DWG\2001WORK\WALT KAMP\01-194A.DWG



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