

DECLARATION OF PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

The undersigned, being the owners of all of the property hereinafter described, to-wit:

All of Lot 30, EMPIRE PARK, as surveyed, platted and recorded, in Douglas County, Nebraska, except the following described property:

Beginning at the Southeast corner of said Lot 30, then North 80°51'46" West (assumed bearing) on the South line of said Lot 30, 730.00 feet; thence North 00°08'14" East, 771.50 feet; thence North 34°58'45" East, 60.00 feet; thence South 55°01'15" East, 35.43 feet to a point of curve, thence Southeasterly on a 400.00 foot radius curve to the left (Chord bearing South 72°31'15" East chord distance 240.56 feet), an arc distance of 244.35 feet to a point of tangency; thence North 89°58'45" East, 435.00 feet to a point on the East line of said Lot 30; thence South 00°01'15" East on the East line of said Lot 30, 730.00 feet to the point of beginning, being 12.43 acres more or less, subject to easements, covenants and restrictions of record

(hereinafter referred to as the "Property" and so much of the foregoing as excepted and described by metes and bounds hereinafter referred to as the "Excepted Property") does hereby make, declare and publish the following covenants with respect to property owned by the undersigned, which covenants are to run with the land and shall be binding upon all present or future owners of all or part of the Property until January 15, 2020.

1. No part of the Property shall be used for a business commonly designated as a grocery store, having net usable space within its walls in excess of 8,000 square feet; provided, however, there may be installed on any part of the Property a store which shall have less than 8,000 square feet selling merchandise commonly sold in a grocery store; and, provided further, however, there may be built any other retail or industrial establishment selling miscellaneous merchandise commonly sold in the grocery store but the predominate business of which is not the sale of items commonly sold in a grocery store such that for example a store having more than 8,000 square feet may within its confines sell some items commonly sold in a grocery store so long as the predominate business of such store is not the sale of grocery items.

2. It is expressly understood and agreed that this Covenant may be changed, modified or amended by the mutual written agreement filed with the Register of Deeds of Douglas County, Nebraska and signed by a majority of the owners of the Property and a majority of the owners of the Excepted Property and it is further understood that a majority of the owners of the Excepted Property may terminate this Covenant unilaterally.

3. Nothing herein contained shall in any way be construed as imposing under the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions, provided, however, that it is expressly understood that any owner of property within Lot 30 Empire Park may enforce this instrument by appropriate legal action.

OMAHA NATIONAL BANK, Trustee

By: [Signature]
Its Vice President

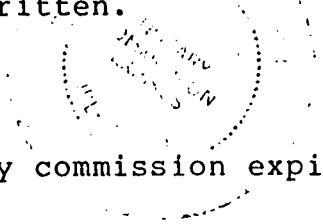
SPENCE TITLE ~~COMPANY~~ SERVICES, INC

By: [Signature]
Its President

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 9th day of January, 1981, before me appeared ROBERT J. TIMMINIS to me personally known, who being by me duly sworn did say that he is the Vice President of Omaha National Bank, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ROBERT J. TIMMINIS acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



[Signature]
Notary Public

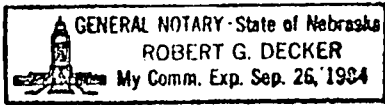
My commission expires:

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 9th day of JANUARY, 1981, before me appeared ANN L. SPENCE to me personally known, who being by me duly sworn did say that she is the President of Spence Title ~~Company~~ Services, Inc and that the seal affixed

to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ANN L. SPENCE acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



[Handwritten Signature]
Notary Public

My commission expires:

6 Misc

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C. HANSEN, CLERK
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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