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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
KINGS CROSSING**

This Declaration of Covenants, Conditions, Restrictions and Easements for Kings Crossing (the "Declaration"), is made and entered into as of this 10 day of August, 2009, by KING DAN, LLC, a Nebraska limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Lancaster County, Nebraska, known as the Kings Crossing Shopping Center (the "Shopping Center"), that is situated on the condominiumized real estate formerly legally described on Exhibit "A" and has or will include developable condominium units more particularly described as follows (the "Shopping Center Lots"):

Units 1, 2, 3, 4, 5, 6, 7 and 8, Kings Crossing Condominium, a condominium, Lincoln, Lancaster County, Nebraska, in accordance with the Condominium Declaration recorded August 10, 2009, with the Lancaster County Register of Deeds as Instrument No. 2009044540.

WHEREAS, the Shopping Center also includes areas which are for the common use and benefit of the Shopping Center Lots as follows:

"common elements" as described in the Condominium Declaration, dated August 10, 2009 and recorded with the Lancaster County, Nebraska Register of Deeds on August 10, 2009, as Instrument No. 2009044540.

WHEREAS, Declarant desires that the Shopping Center be developed in the manner which will establish a high quality shopping center, and desires to provide certain covenants, conditions, restrictions and easements that will preserve the amenities and provide for the maintenance of the character and integrity of the Shopping Center.

NOW, THEREFORE, Declarant hereby declares that the Shopping Center shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, and easements which are for the purpose of protecting the value and desirability of, and which shall run with, all of said Shopping Center and each of the Shopping Center Lots.

**ARTICLE I
Definitions**

1.1 Association. The terms "Association" means the Kings Crossing Condominium Association, a Nebraska nonprofit corporation.

1.2 Building. The term "Building" shall mean any enclosed structure placed, constructed or located on the Shopping Center Lots, which for purposes of this Declaration shall include any canopies, supports, loading docks, ramps, drive-thru structures or outward extensions or protrusions of physical structures.

1.3 Common Area. The term "Common Area" shall mean all of the "common elements" as defined in the Condominium Declaration and those parts of Shopping Center Lots exclusive of the areas on which Buildings are constructed from time to time.

1.4 Condominium Declaration. The term "Condominium Declaration" shall mean the Condominium Declaration dated August 10, 2009, and recorded with the Lancaster County, Nebraska Register of Deeds on August 10, 2009, as Instrument No. 2009044540, as such may be amended from time to time.

1.5 Landscaped Area. The term "Landscaped Area" shall mean all of the green and landscaped areas on each of the Shopping Center Lots as developed in accordance with approved landscape plans.

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1.6 Owner. The term "Owner" shall mean the legal owner of fee title to a Shopping Center Lot, as reflected by the records of the Lancaster County Register of Deeds. If a Shopping Center Lot is owned by one or more Persons, the Person or Persons holding at least fifty-one percent (51%) of the ownership interest in the Shopping Center Lot shall designate one of their number to represent all owners of the Shopping Center Lot in question and such designated Person shall be deemed the Owner for such Shopping Center Lot.

1.7 Permittee. The term "Permittee" shall mean all Owners, their tenants or licensees, and each of their respective officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, and invitees.

1.8 Person. The term "Person" shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or government entity.

1.9 Site Plan. The term "Site Plan" shall mean the site plan attached hereto as Exhibit "B."

ARTICLE II Use Restrictions

2.1 Prohibited Uses. No use shall be permitted on the Development Property which is inconsistent with the operation of a high quality retail shopping center or office uses approved by Declarant. Without limiting the generality of the foregoing, the following uses shall not be permitted:

1. A disco or night club;
2. Gymnasium, health club, spa or dance studio;
3. Off track betting, bingo parlor, keno, or other gambling establishment;
4. Billiard or pool hall;
5. Massage parlor;
6. Amusement or game arcade center;
7. Bowling alley;
8. Adult book or video store (meaning any book or video establishment deriving more than 5% of its revenue from the sale, lease, rental or display of sexually explicit material of any kind);
9. Auction house;
10. Mobile home park;
11. Labor camp, junk yard or stockyard;
12. Dumping, disposal, incineration or reduction of trash or garbage except for dumpsters and trash removal incidental to a permitted use;
13. Laundromats;
14. Funeral home or mortuary;
15. Pawn shop; or
16. Tattoo or piercing parlor.

2.2 Exclusives.

- (a) JetSplash. Provided that there is continuously operated a carwash facility from Unit 6, there shall not be operated from any other Shopping Center Lot a carwash business.
- (b) Jimmy Johns. Provided that there is a continuously operated a Jimmy Johns or similar restaurant concept from Unit 1, there shall not be operated from any other Shopping Center Lot a retailer/service provider whose primary line of business is the sale of submarine or deli style sandwiches. For purposes hereof, it is understood that a retailer/service provider that includes as menu items one or more submarine or deli style sandwiches shall not be deemed to be in violation of the foregoing exclusive provided they are not on a monthly basis generating more than fifteen percent (15%) of their total operating revenues from the sale of submarine or deli style sandwiches.
- (c) Juice Stop. Provided that there is continuously operated a Juice Stop or similar concept from Unit 8, there shall not be operated from any other Shopping Center Lot a retailer/service provider whose primary line of business is the sale of fruit and yogurt smoothies. For purposes hereof, it is understood that a retailer/service provider that includes as menu items one or more fruit and yogurt smoothies shall not be deemed to be in violation of the foregoing exclusive provided they are not on a monthly basis generating more than fifteen percent (15%) of their total operating revenues from the sale of fruit and yogurt smoothies.
- (d) Mazatlan. Provided there is continuously operated a sit down Mexican themed restaurant from Unit 2, there shall not be operated from any other Shopping Center Lot a sit down Mexican themed restaurant. For purposes hereof, it is understood that a restaurant that includes as menu items one or more Mexican style entrees such as tacos', burritos or enchiladas, shall not be deemed to be in violation of the foregoing exclusive provided they are not on a monthly basis generating more than fifteen percent (15%) of their total operating revenues from the sale of Mexican type food entrees.
- (e) Scooters. Provided that there is continuously operated a Scooters Coffee or similar concept from Unit 5, there shall not be operated from any other Shopping Center Lot a retailer whose primary line of business is the sale of coffee/espresso/latte coffee. For purposes hereof, it is understood that a retailer that includes coffee/espresso/latte or other

menu items that are typical of a coffee shop shall not be deemed to be in violation of the foregoing exclusive provided they are not on a monthly basis generating more than fifteen percent (15%) of their total operating revenues from the sale of coffee/espresso/latte type coffee shop products.

- (f) CK & Co Hair Salon. Provided that there is continuously operated a hair and nail salon from Unit 2, there shall not be operated from any other Shopping Center Lot a retailer/service provider whose primary line of business is that of a hair and nail salon. For purposes hereof, it is understood that a retailer/service provider that has incidental sales of merchandise or products that may be sold at a hair and nail salon shall not be deemed to be in violation of the foregoing exclusive provided they are not on a monthly basis generating more than fifteen percent (15%) of their total operating revenues from the sale of hair and nail salon products and merchandise.

Declarant shall have the right in Declarant's sole judgment and discretion to grant future exclusives to Shopping Center Lots provided that such exclusives do not conflict with any existing use of a Shopping Center Lot. Notwithstanding anything to the contrary in this Declaration, upon Declarant's termination of its status as Declarant under this Declaration, the right to grant exclusives shall not pass to any successor declarant, it being understood that the right to grant exclusives is solely to benefit the Declarant as the developer of the Shopping Center.

ARTICLE III Buildings and Construction

3.1 Building restrictions and requirements. The applicable zoning regulations for the City of Lincoln shall govern parking and the height, side yard, rear yard and building setback requirements for all Buildings, subject to the following additional restrictions. No Building or other improvement shall be constructed on any Shopping Center Lot in violation of the Condominium Agreement.

3.2 Plan Approval. No Building, fence, wall, drive or parking area, or other external improvement, including landscaping, above or below ground (herein an "Improvement") shall be constructed, erected or placed or permitted to remain on any Shopping Center Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

(a) An Owner desiring to erect an Improvement shall deliver two sets of construction plans, site plans, grading plans, signage plans, landscaping plans, and plot plans to Declarant (herein collectively referred to as the "Plans"). Such Plans shall include a description of the type, quality, color and use of materials proposed for the exterior of such Improvement, together with such other detailed drawings as may reasonably be requested by Declarant to review such Improvement. Concurrent with the submission of the Plans, Owner shall notify the Declarant of the Owner's mailing address.

(b) Declarant shall review such Plans in light of the covenants, conditions, restrictions and easements in this Declaration, and in relation to the type and exterior of improvements which have been constructed or approved for construction on the Shopping Center Lots. In this regard, Declarant intends that the Shopping Center Lots shall be developed as a high quality retail shopping center with Buildings constructed of good quality materials. The decision to approve or refuse approval of any proposed Improvement shall be exercised by Declarant in a reasonable manner to promote conformity and harmony of the external design of the Improvements constructed within the Shopping Center, and to protect the value, character and quality of all of the Shopping Center Lots in a manner consistent with this Declaration. If Declarant determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding Improvements and topography or will not protect and enhance the integrity and character of all of the Shopping Center Lots as a high quality retail shopping center, Declarant may refuse approval of any proposed Improvement.

(c) Written notice of any approval of a proposed Improvement shall be mailed to the Owner at the address specified by the Owner upon submission of the Plans. Such notice shall be mailed, if at all, within ten (10) business days after the date of submission of the Plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

(d) No Shopping Center Lot Owner or combination of Shopping Center Lot Owners, or any other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to the Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3.3 Construction of Improvements.

(a) Each Owner agrees that all construction activities performed by it on a Shopping Center Lot shall be performed in compliance with all applicable laws, rules, regulations, orders, and ordinances of the city, county, state and federal government, or any department or agency thereof. All construction shall utilize new materials, and shall be performed in a good, safe, and workmanlike manner. The Buildings

constructed on the Shopping Center Lot shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible and so that Building wall footings shall not encroach onto other Shopping Center Lots.

(b) Each Owner agrees that its construction activities shall not:

(i) Unreasonably interfere with the use, occupancy or enjoyment of any part of the remainder of the Shopping Center by any other Owner or its Permittees; and

(ii) Unreasonably interfere with the construction work being performed on any other part of the Shopping Center.

(c) In connection with any construction, reconstruction, repair or maintenance on a Shopping Center Lot, the Owner of the Shopping Center Lot shall have the right to create a temporary staging and/or storage area on its Shopping Center Lot and Common Area at such location as will not unreasonably interfere with the Owner's of other Shopping Center Lots and their Permittees access to their Shopping Center Lots.

3.4 Common Area. Contemporaneously with the construction of a Building upon a Shopping Center Lot, the constructing Owner shall cause the Common Area on its Shopping Center Lot to be completed in a good and workmanlike manner in accordance with good engineering standards and otherwise in conformance with this Agreement.

3.5 Due Diligence in Construction. It is acknowledged and agreed that no Owner shall have an obligation to commence construction of any Building on its Shopping Center Lot; however, the Owners agree that once construction has been commenced, such Building shall be completed in a reasonably diligent and workmanlike manner.

ARTICLE IV Maintenance and Repair

4.1 Common Area. Following completion of the improvements on the Common Areas that are part of their Shopping Center Lot, the Owners shall maintain the Common Areas situated on their Shopping Center Lot in good condition and repair. Except as specifically delegated as a responsibility of the Association under the Condominium Declaration, the maintenance is to include, without limitation, the following:

(a) Maintaining the paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or each substituted as shall in all respects be equal in quality, use, and durability;

(b) Removal of all papers, ice and snow, mud and sand, debris, filth and refuse, and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(c) Placing, keeping in repair and replacing any necessary and appropriate parking and traffic directional signs, markers and lines;

(d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required and at all times in conformance with standards and applicable ordinances and agreements applicable to the Common Areas; and

(e) Maintaining, mowing, weeding, trimming and watering all landscaping installed in accordance with approved landscape plans within the Landscaped Area and making such replacements of shrubs and other landscaping as is necessary to place such areas in an attractive and thriving condition and as will otherwise comply with this Declaration.

The Owners shall pay the maintenance expense for the Common Areas associated with their Shopping Center Lot; provided, however, that by mutual agreement of the Owners of the Shopping Center Lots or as provided in the Condominium Declaration, a third party may be appointed as an agent of the Owners to provide designated maintenance services for the Common Area.

4.2 Sprinkler System. The Owner of each Shopping Center Lot shall install sod and a sprinkler system to water the Landscaped Area of their Shopping Center Lot at the time of construction of a Building on their Shopping Center Lot. Following installation of the sprinkler system, the Owner of each Shopping Center Lot will, at their expense, maintain, fertilize, mow, trim, and water their respective Landscaped Area so that such right-of-way is kept in neat and good appearance.

4.3 Buildings and Building Areas. After completion of construction of a Building, each Owner covenants and agrees to maintain and keep the exterior portion of the Buildings located on its Shopping Center Lot in good condition and state of repair, and in compliance with all governmental laws, rules, regulations, and ordinances applicable thereto. Each party further agrees to store all trash and garbage in adequate containers, to locate such containers at the rear of Buildings so that they are not readily visible from the parking area, and to arrange for regular removal of such trash or garbage.

4.4 Utility Lines. Each Owner shall maintain and repair, or cause to be maintained and repaired in good and safe condition, all separate utility lines utilized by it regardless of where located. Any party performing or causing to be performed maintenance or repair work on utility lines agrees to promptly pay all costs and expenses associated therewith, to diligently complete such work as quickly as possible, and to promptly clean the area and restore the affected portion of the Common Area to a condition equal to or better than the condition which existed prior to the commencement of such work.

**ARTICLE V
MISCELLANEOUS**

5.1 Enforcement. In the event of a breach or threatened breach of this Declaration, only the Declarant, Association or an Owner shall be entitled to institute proceedings for full and adequate relief from consequences of such breach or threatened breach.

5.2 Perpetual Duration. This Declaration and the covenants, conditions, restrictions and easements shall create mutual benefits and servitudes running with the land and shall bind and inure to the benefit of the parties hereto, and their respective heirs, representatives, lessees, successors and assigns. This Declaration shall be perpetual, provided, however, that this Declaration may be amended by the Declarant or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner which it may determine, in its full and absolute discretion, for a period of five (5) years from the date hereof. Thereafter, this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Shopping Center Lots, except for modifications to Section 2.2 which may only be amended by an instrument signed by the Owners of all of the Building Lots.


5.3 Waiver, etc. By the written consent of the Declarant for a period of seven (7) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to the Shopping Center Lots may be waived, modified, or amended for any Shopping Center Lot in any manner, for such time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver, modification or amendment will have on the Development Property and the Owner requesting the waiver, modification or amendment. Declarant's decision on any requested waiver, modification or amendment shall be final and there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to the Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any requested waiver, modification, or amendment.

5.4 Termination of Declarant Status. Declarant, or its successors or assigns, may terminate its status as Declarant under this Declaration at any time by filing a notice of termination of status as Declarant with the Lancaster County Register of Deeds. Upon the earlier of such filing or on the date that is seven (7) years from the date of this Declaration is recorded, the Association shall be deemed the Declarant with the same authority and powers as the original Declarant.

5.5 Survival. 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.

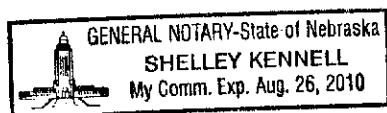
IN WITNESS WHEREOF, this Declaration has been executed effective as of the day and year first above written.

KING DAN, LLC, a Nebraska limited liability company

By: 
Samuel J. Manzitto, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 10th day of August, 2009, by Samuel J. Manzitto, Manager of King Dan, LLC, a Nebraska limited liability company, on behalf of the company.



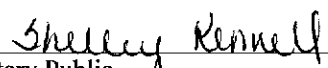

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF THE REMAINING PORTION OF LOT 8, LINCOLN INDUSTRIAL ADDITION LOCATED IN THE NORTHWEST QUARTER (NW4) OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 8, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 17, LINCOLN INDUSTRIAL ADDITION; THENCE WEST, ON AN ASSUMED BEARING OF NORTH 89 DEGREES 46 MINUTES 31 SECONDS WEST ALONG THE SOUTH LINE OF THE REMAINING PORTION OF SAID LOT 8, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF DAN AVENUE, A DISTANCE OF 261.43 FEET TO A SOUTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 8; THENCE NORTH 44 DEGREES 45 MINUTES 06 SECONDS WEST ALONG A SOUTHWEST LINE OF THE REMAINING PORTION OF SAID LOT 8, AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 37.19 FEET TO A WEST CORNER OF THE REMAINING PORTION OF SAID LOT 8; THENCE NORTH 02 DEGREES 24 MINUTES 03 SECONDS EAST ALONG THE WEST LINE OF THE REMAINING PORTION OF SAID LOT 8, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NORTH 27TH STREET, A DISTANCE OF 283.73 FEET TO THE NORTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 8; THENCE SOUTH 89 DEGREES 47 MINUTES 58 SECONDS EAST, ALONG THE NORTH LINE OF THE REMAINING PORTION OF SAID LOT 8, SAID LINE ALSO BEING THE SOUTH LINE OF THE REMAINING PORTION OF SAID LOT 9, A DISTANCE OF 277.34 FEET TO THE NORTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 8, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 9; THENCE SOUTH 00 DEGREES 17 MINUTES 53 SECONDS WEST, ALONG THE EAST LINE OF THE REMAINING PORTION OF SAID LOT 8, SAID LINE ALSO BEING THE WEST LINE OF LOT 17, LINCOLN INDUSTRIAL ADDITION, A DISTANCE OF 309.95 FEET TO THE TRUE POINT OF BEGINNING.

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF THE REMAINING PORTION OF LOT 9, LINCOLN INDUSTRIAL ADDITION LOCATED IN THE NORTHWEST QUARTER (NW4) OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE REMAINING PORTION OF LOT 8, LINCOLN INDUSTRIAL ADDITION, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 17, LINCOLN INDUSTRIAL ADDITION; THENCE, NORTH, ON AN ASSUMED BEARING OF NORTH 00 DEGREES 17 MINUTES 53 SECONDS EAST, ALONG THE EAST LINE OF THE REMAINING PORTION OF LOT 8, SAID LINE ALSO BEING THE WEST LINE OF LOT 17, LINCOLN INDUSTRIAL ADDITION, A DISTANCE OF 309.95 FEET TO THE SOUTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 9, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 58 SECONDS WEST, ALONG THE SOUTH LINE OF THE REMAINING PORTION OF SAID LOT 9, SAID LINE ALSO BEING THE NORTH LINE OF THE REMAINING PORTION OF SAID LOT 8, A DISTANCE OF 277.34 FEET TO THE SOUTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 9, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 8, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF NORTH 27TH STREET; THENCE NORTH 02 DEGREES 24 MINUTES 03 SECONDS EAST, ALONG THE WEST LINE OF THE REMAINING PORTION OF SAID LOT 9, AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 186.52 FEET TO A NORTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 9; THENCE NORTH 46 DEGREES 28 MINUTES 54 SECONDS EAST, ALONG THE NORTHWEST LINE OF THE REMAINING PORTION OF SAID LOT 9, AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 19.72 FEET TO A NORTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 9; THENCE SOUTH 89 DEGREES 47 MINUTES 17 SECONDS EAST, ALONG THE NORTH LINE OF THE REMAINING PORTION OF SAID LOT 9, AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF NORTH 27TH STREET AND ALONG THE SOUTH LINE OF LOT 2, LINCOLN INDUSTRIAL 2ND ADDITION, AND ALONG THE SOUTH LINE OF LOT 2, THARALDSON ADDITION, A DISTANCE OF 256.26 FEET TO THE NORTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 9; THENCE SOUTH 00 DEGREES 17 MINUTES 53 SECONDS WEST, ALONG THE EAST LINE OF THE REMAINING PORTION OF SAID LOT 9, SAID LINE ALSO BEING THE WEST LINE OF LOT 16, LINCOLN INDUSTRIAL ADDITION, A DISTANCE OF 199.96 FEET TO THE TRUE POINT OF BEGINNING.

