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DECLARATION OF PROTECTIVE COVENANTS AND GRANT OF EASEMENTS

This Declaration is made as of the 24th day of AUGUST, 1989, by NP 1 Limited Partnership, a Nebraska limited partnership, NP 2 Limited Partnership, a Nebraska limited partnership, P. Scott Dye, Trustee, and NP Land Limited Partnership, a Nebraska limited partnership, and KV International, Inc., a Nebraska corporation.

ARTICLE I

Recitals

1.1 The parties executing this Declaration are all of the present fee title holders of land legally described as Lots Two (2) through Five (5) inclusive, North Park 1st Addition, Lots Six (6) through Eleven (11) inclusive, North Park 2nd Addition, and Lots One (1) through Three (3) inclusive, North Park Replat I, all as surveyed, platted, and recorded in Omaha, Douglas County, Nebraska (the "Property").

1.2 The parties executing this Declaration are desirous of subjecting the Property to the conditions, covenants, restrictions, and reservations hereinafter set forth to insure proper use and appropriate development and improvement of the Property, including establishment of a linear park and pedestrian circulation system.

ARTICLE II

Definitions

2.1 For purposes of this Declaration, the following terms shall have the following meanings:

A. "The Property" shall mean the land described in Article 1.1 above, according to the recorded plats thereof.

B. "Building Site" shall mean any portion of the Property which may now or hereinafter be conveyed or divided.

C. "Improvements" shall mean and include but shall not be limited to buildings, parking areas, loading areas, fences, walls, hedges, landscaping, mass plantings, poles, signs, and all structures of any type.

D. "Declarants" shall mean the parties executing this Declaration.

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E. "Owner" shall mean the party or parties owning fee title to a Building Site according to the records of the Office of the Register of Deeds for Douglas County, Nebraska.

F. "Architectural Committee" shall mean the committee defined in Paragraph 8.1 of Article VIII hereof.

G. "Tenant" shall mean any occupant of any building located on a Building Site, or any portion of such a building, whether such occupancy is pursuant to a written lease or an oral tenancy, including any occupant holding over possession upon expiration of its lease term.

H. "Declaration" shall mean this Declaration of Protective Covenants and Grant of Easements, as the same may be hereafter modified or amended in accordance with Paragraph 9.2 of Article IX hereof.

I. "Mortgagee" shall mean any mortgagee under a mortgage or any trustee or beneficiary under a deed of trust constituting a lien on any Building Site.

J. "Development Agreement" shall mean that Development Agreement dated October 7, 1986, between the City of Omaha and KV International, Inc., as the same may hereafter be modified or amended in accordance with its terms and shall include any development agreement hereafter entered into with respect to North Park 2nd Addition as contemplated by Section 2.1 of the Development Agreement dated October 7, 1986. A copy of the Development Agreement dated October 7, 1986, accompanies this Declaration as Exhibit "A" hereto and is incorporated herein by this reference.

K. "Master Landscaping Plan" shall mean the overall landscaping plan for the Property to be developed by the Architectural Committee which shall include, but not be limited to, the plans for a linear park and pedestrian circulation system.

L. "Linear Park Improvements" shall mean the improvements described in Paragraph 5.13 of Article V of this Declaration.

ARTICLE III

Purpose

3.1 The Property hereby is made subject to the conditions, covenants, restrictions, and reservations contained herein, all of which shall be deemed to run with the Property and each and every parcel thereof, to insure proper use and appropriate development and improvement of such premises so as to (a) protect the Owners and Tenants of Building Sites against such improper development and use of surrounding Building Sites as will depreciate the value and use of their Building Sites; (b) prevent the erection on the Property of structures constructed of improper or

unsuitable materials or with improper quality and methods of construction; (c) insure adequate and reasonably consistent development of the Property; (d) encourage and insure the erection of attractively designed permanent improvements appropriately located within the Property in order to produce an architecturally compatible unified development and to achieve harmonious appearance and function; (e) provide adequate off-street parking and loading facilities; (f) generally promote the welfare and safety of the occupants, Tenants, and Owners of Building Sites; and (g) provide for a linear park including a pedestrian circulation system on the Property and provide the necessary easements for the construction and use thereof.

ARTICLE IV

Restrictions on Use

4.1 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 any Owner, Tenant, or occupant of other Building Sites within the Property by reason of unsightliness, excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke, or noise, except during construction of improvements on the Building Site.

4.2 Subject to the further restrictions set forth in this Paragraph 4.2, a Building Site may be used only for such uses as are permitted in the applicable zoning classification of the ordinances of the City of Omaha, as amended from time to time hereafter, for the portion of the Property upon which the Building Site is located. Unless approved in writing by the Architectural Committee, no industrial uses shall be conducted on any Building Site. Unless approved in writing by the Architectural Committee and, if required by the Development Agreement, the City of Omaha, no commercial or retail uses shall be conducted on any Building Site; provided, however, commercial and retail uses shall be permitted on Lots 1 through 3, North Park Replat I, without Architectural Committee approval.

ARTICLE V

Regulation of Improvements

5.1 Improvements, Generally. No improvements shall be constructed, erected, placed, altered, maintained, or permitted on any Building Site until plans and specifications therefor, including setback requirements, have been approved by the Architectural Committee. All improvements shall comply with the Site Development Regulations imposed on the Property pursuant to the Development Agreement. All buildings within the Property shall be constructed in accordance with good and generally accepted construction, engineering, and architectural standards and principles and all improvements shall comply with all laws, rules

and regulations, orders, and ordinances of governmental agencies exercising jurisdiction thereover. When the construction of any improvement is once begun, work must proceed diligently and must be completed within a reasonable time; provided, however, no construction shall occur on any Building Site in an uncompleted or unfinished condition for more than twelve (12) months. Unless otherwise approved in writing by the Architectural Committee, no building on any Building Site shall be occupied during construction and no temporary structures shall be placed, erected or maintained on any Building Site. During the construction of a building on any Building Site, the Owner of the Building Site shall insure that the construction debris is disposed of promptly and that dust and dirt caused by such construction is kept to a minimum. Only building materials reasonably necessary for the construction of any improvement may be kept on any Building Site. No excess or unused building materials shall be kept, stored or otherwise maintained on any Building Site.

5.2 Off-Street Parking. No parking shall be permitted on any street or at any place other than on the paved parking spaces provided for in the plans and specifications approved by the Architectural Committee. Each Owner and Tenant shall be jointly and severally responsible for compliance with the foregoing by his employees and visitors. Each Building Site shall provide parking stalls sufficient to accommodate the needs of the improvements to be constructed thereon as reasonably determined by the Architectural Committee. All off-street parking and access drives and loading areas shall be paved with concrete or asphalt and properly graded to assure proper drainage. All curb and gutter improvements within the Property shall be paved with concrete.

5.3 Subdivision. Unless otherwise approved in writing by the Architectural Committee, no platted lot which comprises a portion of the Property shall be further subdivided or split.

5.4 Outside Storage. All outside waste and rubbish storage facilities permitted within the Property by the Architectural Committee shall be fully enclosed and visually screened from all sides in a manner acceptable to the Architectural Committee.

5.5 Loading Areas. All loading areas permitted within the Property by the Architectural Committee shall be visually screened to the extent and in a manner acceptable to the Architectural Committee.

5.6 Signs. No signs of any type shall be placed upon the roof of any building in the Property. No signs shall be erected, placed, altered, or permitted on any Building Site until the type, size, height, design, number and location thereof have been approved by the Architectural Committee in its absolute discretion.

5.7 Landscaping.

A. All open, unpaved space of a Building Site shall be landscaped in accordance with a plan submitted to and approved in writing by the Architectural Committee prior to any development of the Building Site. Such landscape plan shall be consistent with the landscape plan prepared by Z. Repichowskyj & Associates of Omaha, Nebraska, for the buffer along 120th and Blondo Streets, captioned "Detached Sidewalk, Landscaping and Lawn Irrigation System," and identified as Set No. 6, Sheets 1 through 12, inclusive, dated December 10, 1986, and/or revised February 5, 1987, shall comply with the Master Landscaping Plan and, with respect to the landscaping of all parking areas, shall comply with Section 7 of the Development Agreement. Such landscape plan shall include information regarding the type of sodding, the type of seeding, types of trees, hedges, and shrubs and information regarding other customary landscape treatment for the entire site, including fences, walls, and screening. All landscape plans also shall include an underground lawn sprinkling system connected to an adequate source of water and which is automatically activated daily during the growing seasons, or as frequently as necessary to maintain in green, healthy condition all lawn, shrubs, and other plants upon Owner's Building Site. Further, it shall be the responsibility of the Owner of a Building Site to landscape and maintain the area between the lot lines of said Owner's Building Site and the curbs of any roadways adjacent to such Building Site. All landscaping shall be undertaken and completed in accordance with such approved plan and such plan may not be altered, amended, or revised without submitting the revised landscape plan for prior written approval by the Architectural Committee.

B. All landscaping and sprinkler systems required hereunder or otherwise to be provided on any Building Site shall be completed within sixty (60) days after the substantial completion of construction of any buildings to be constructed on the Building Site; provided, however, if weather conditions do not at such time permit, then such landscaping shall be completed as soon thereafter as weather conditions permit. If any Owner fails to undertake and complete such landscaping within the time limit previously set forth herein, the Architectural Committee or its designee may, at its option, after giving the Owner ten (10) days written notice (unless within such ten (10) day period the Owner of the Building Site shall commence and thereafter pursue with due diligence the completion of such landscaping), undertake and complete the landscaping of the Building Site in accordance with the landscaping plan. If the Architectural Committee undertakes to complete such landscaping because of the failure of Owner to complete the same, the costs of such landscaping, including the costs of preparing plans and specifications, the cost of supervision of construction, and a \$500 overhead charge by the Architectural Committee, shall be assessed against the Owner. Assessment of such costs shall be made by written demand for payment by the Architectural Committee to the Owner of such Building Site. If such assessment is not paid within thirty (30) days after written demand, such assessment will constitute a lien on the

Building Site, which lien shall attach to the Building Site, have the priority, and be enforceable by the Architectural Committee, all as set forth in Paragraph 7.3 of Article VII hereof.

5.8 Maintenance. Each Owner of any Building Site shall at all times maintain in good and clean condition and repair its Building Site and all buildings, improvements, and appurtenances thereon. Such maintenance shall include, but not be limited to, lawn, tree, and shrub maintenance and replacement; parking lot, roadway, and sidewalk maintenance and repair, including cleaning and snow removal therefrom; exterior window washing and such other maintenance and structural repair which in the opinion of the Architectural Committee adversely affect the exterior appearance of the buildings. No accessways, driveways, sidewalks or parking areas on any Building Site shall be allowed to remain in a damaged, deteriorated, hazardous, or otherwise unfit, unsafe or unsightly condition; and any maintenance or repairs necessary to correct such problems shall promptly be undertaken by the Owner of the Building Site on which such problem exists at the expense of such Owner. Each Owner of any Building Site shall regularly cut the grass located upon the Building Site as necessary, keep all trees, shrubs and other landscaping trimmed, and undertake such other lawn and landscaping maintenance activities as are necessary to maintain the overall neat and attractive appearance of the Building Site. Each Owner of any Building Site shall promptly remove snow from all parking areas and sidewalks thereon. Each Owner of any Building Site shall insure that all junk, rubbish, waste material or other refuse shall be promptly removed from any area within the public view. If any Owner fails to maintain his Building Site as herein provided, the Architectural Committee or its designee may, at its option, after giving the Owner ten (10) days written notice (unless within such ten day period the Owner shall commence and thereafter pursue with due diligence to completion such maintenance), perform or have performed such maintenance of the Building Site. If the Architectural Committee undertakes such maintenance due to the failure of Owner to perform the same, the costs of such maintenance shall be assessed against the Owner. Assessment of such costs shall be made by written demand for payment by the Architectural Committee to the Owner of such Building Site. If such assessment is not paid within thirty (30) days after written demand from the Architectural Committee, such assessment shall constitute a lien on the Building Site, which lien shall attach to the Building Site, have the priority, and be enforceable by the Architectural Committee, all as set forth in Paragraph 7.3 of Article VII hereof.

5.9 Utility Connections. All utility connections, including all electrical and telephone connections and installations of wires to buildings shall be made underground. All transformers, electric, gas or other meters of any type or other apparatus to the extent reasonably possible, shall be placed on or below the

surface of the Property and where placed on the surface they shall be adequately screened and all such installations shall be subject to prior written approval of the Architectural Committee.

5.10 Mechanical Equipment. No exterior air conditioning equipment, antenna, satellite dish, or other mechanical system or devise may be placed in any exterior location unless approved in writing by the Architectural Committee.

5.11 Maintenance Equipment. No garden implements, lawn mowers, or other maintenance equipment not in actual use shall be kept or otherwise maintained on any Building Site other than in a location outside of the public view. No commercial vehicles, construction or similar equipment, or mobile or stationary trailers of any kind shall be permitted on any lot unless first approved by the Architectural Committee, except during and for the purpose of construction of any improvements approved by the Architectural Committee.

5.12 Land Elevation. No work that would change the grade of any of the Property shall be commenced without prior approval of the Architectural Committee.

5.13 Linear Park Easements. As part of the Master Landscaping Plan, the Architectural Committee shall develop a linear park not exceeding forty (40) feet in width to be located on and meander through the Property which shall include a pedestrian circulation system and adjacent landscaping as required by the Development Agreement, and which improvements collectively are referred to in this Declaration as the "Linear Park improvements". There hereby is reserved in favor of NP Land Limited Partnership or its designees a temporary construction easement over all of the Property for the purpose of the original construction and landscaping of the Linear Park improvements. Such temporary easement shall terminate at such time as such construction is complete. The Linear Park improvements shall not be constructed or maintained within thirty (30) feet of any Building on any Building Site except as necessary to accommodate site constraints and pedestrian circulation; provided that no part of the Linear Park improvements shall be constructed or maintained on Lot 1 of North Park Replat I without the prior written consent of its owner. There hereby is reserved in favor of the Owners and Tenants from time to time, their successors, assigns, subtenants, employees, agents, customers and invitees, a non-exclusive easement to use, free of charge, in common with others entitled to similar use, any and all of the Linear Park improvements existing from time to time on the Property, subject to such reasonable and uniformly applied rules and regulations as the Architectural Committee may establish from time to time with respect to such use. Such non-exclusive easement shall terminate upon the termination of this Declaration as set forth in Paragraph 9.2 of Article IX hereof. Each Owner of any Building Site shall at all times maintain the portion of the Linear Park

improvements located on its Building Site as set forth in Paragraph 5.8 of Article V hereof. Regulations regarding use of the Linear Park shall be applied uniformly to all Lots within the Property.

ARTICLE VI

Approval of Plans

6.1 Submission of Development Plans. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any Building Site until detailed plans and specifications with respect thereto in manner and in form satisfactory to the Architectural Committee showing the proposed improvements, plot layout, and all exterior elevations, materials and colors, signs and landscaping, traffic engineering, number and size and layout of parking spaces, grading, easements, utilities, proposed building use and number of employees, and such other information as may be requested by the Architectural Committee has been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be submitted in writing over the signature of the Owner of the Building Site or the Owner's authorized agent.

6.2 Waiver as to Claim for Damages. The Architectural Committee and its members shall not be liable in damages to anyone submitting plans to it for approval, or to any Owner, Tenant, prospective Tenant, buyer, prospective buyer, mortgagee or prospective mortgagee of any land affected by this Declaration, or any other person or entity, who has or may have any interest or prospective interest in any land affected by this Declaration, by reason of mistake in judgment, negligence, or nonfeasance or malfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every person who submits plans to the Architectural Committee for approval agrees, by submission of such plans and specifications, and every Owner, Tenant, and mortgagee of any of such Building Sites agrees, by acquiring title thereto or any interest therein, that it will not bring any action or suit against the Architectural Committee or any of its members to recover any such damages. Nothing in this paragraph shall be deemed to limit the liability of the Architectural Committee for any error or omission in any certificate furnished by the Architectural Committee pursuant to Paragraph 7.4 of Article VII hereof.

6.3 Variance of Provisions. The Architectural Committee may, at its discretion, waive or grant variances in any one or more of the covenants, conditions, restrictions and reservations contained in this Declaration whenever, in its opinion, such waiver or variance shall not be detrimental to the overall quality of the Property, provided nothing in this paragraph shall be deemed to permit or authorize the Architectural Committee to

impose any additional covenants, conditions, restrictions, reservations or burdens upon the Property under and by virtue of this Declaration without first complying with Paragraph 9.2 of Article IX hereof.

ARTICLE VII

Enforcement

7.1 Abatement and Suit. The conditions, covenants, restrictions and reservations herein contained shall run with the land and be binding upon and inure to the benefit of the Architectural Committee and all parties having or acquiring any right, title or interest in the Property or any part thereof. These conditions, covenants, restrictions and reservations may be enforced as provided hereinafter by the Architectural Committee acting for itself or as attorney-in-fact for each Owner. Each Owner by acquiring an interest in a Building Site does irrevocably appoint the Architectural Committee as its attorney-in-fact for purposes of enforcing these conditions, covenants, restrictions and reservations; provided, however, that if an Owner notifies the Architectural Committee of a claimed violation of these conditions, covenants, restrictions and reservations and the Architectural Committee fails or refuses to act within thirty (30) days after receipt of such notification, then, and in that event only, such Owner at its own cost and expense may enforce the conditions, covenants, restrictions and reservations herein contained. Violation of any condition, covenant, restriction or reservation herein contained shall give to the Architectural Committee, at its option, the right to enter upon the portion of the Property wherein such violation or breach exists and to summarily abate and remove at the expense of the Owner any structure, thing, or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof. The Architectural Committee or, if the Architectural Committee fails or refuses to act as hereinabove provided, any Owner of a Building Site may at its expense prosecute in a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions and reservations to enjoin or prevent them from doing so, to cause such violation to be remedied or to recover damages for such violation. If the Architectural Committee or its representative prosecutes any action hereunder in law or equity against a particular Owner, in which the Architectural Committee obtains a final court order which in whole or in part grants the relief sought, the Architectural Committee shall be reimbursed by that Owner for all costs and expenses, including attorneys' fees, incurred by the Architectural Committee in prosecuting any such legal or equitable action. All costs and expenses incurred by the Architectural Committee under this paragraph for which an Owner is obligated to reimburse the Architectural Committee shall constitute and be an assessment against the Building Site of such

Owner and be a lien on the Building Site of such Owner, which lien shall attach to such Building Site, have the priority and be enforceable by the Architectural Committee, all as set forth in Paragraph 7.3 of Article VII hereof.

7.2 Deemed to Constitute a Nuisance.

A. Every violation of these Covenants or any part thereof hereby is declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner or Tenant shall be applicable against every such violation and may be exercised by the Architectural Committee or its representative.

B. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

C. The failure or refusal of the Architectural Committee or any Owner of any Building Site to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations, or of the right to enforce any other conditions, covenants, restrictions or reservations. The Architectural Committee shall incur no liability to any Owner of any Building Site or to any Tenant of any portion of any Building Site or to anyone else, should the Architectural Committee fail or refuse to enforce or continue to enforce any condition, covenant, restriction or reservation contained herein.

7.3 Enforcement of Assessments. The Owner of each Building Site shall within thirty (30) days after the date upon which a notice of assessment against any Building Site pursuant to any provisions of this Declaration is mailed to Owner, remit the amount of such assessment to the Architectural Committee. Any assessment not paid within such 30-day period shall bear interest after such 30-day period at the rate of sixteen percent (16%) per annum until paid. All assessments not paid as set forth herein, plus accrued interest thereon, shall constitute a lien in favor of the Architectural Committee on the Building Site superior and prior to all other liens and encumbrances, except each and every such lien, including the Architectural Committee's liens referred to in Paragraphs 5.7 and 5.8 of Article V hereof and in Paragraph 7.1 of Article VII hereof, shall attach on the date of the recording of the Notice of Assessment (hereinafter defined) as hereinafter provided and be subordinate, junior and inferior to liens for general ad valorem real estate taxes and special assessments, the lien of any prior mortgage or deed or trust of record and the tenancy rights of Tenants. If any such assessment is not fully paid within thirty (30) days after the date such notice was mailed as hereinabove provided, the Architectural Committee or its representative, to evidence such lien of record, may prepare a written notice ("the Notice of Assessment") setting

forth the amount of such unpaid assessment, the date of such assessment, the name of the Owner or the apparent Owner of the Building Site and a legal description of such Building Site, and record such Notice of Assessment in the Office of the Register of Deeds for Douglas County, Nebraska. Such Notice of Assessment shall be signed by a member or representative of the Architectural Committee, whose signature must be notarized. The lien for the unpaid assessment shall attach to the Building Site on the date of the recording of the Notice of Assessment. Any such lien may be enforced by foreclosure upon the Building Site with respect to which the assessment has not been paid in like manner as a mortgage on real property is foreclosed under the laws of the State of Nebraska. Any Owner that is a corporation, general partnership or limited partnership organized under the laws of the United States, the District of Columbia or any state of the United States at the time of a purchase of a Building Site shall be deemed to have waived any and all periods of redemption and equity of redemption which it may have been entitled to under the laws of the State of Nebraska. In any such foreclosure, the Owner of the Building Site which is being foreclosed shall be required to pay the costs, expenses, and reasonable attorneys' fees in connection with the preparation and filing of the Notice of Assessment as provided herein and all costs and reasonable attorneys' fees incurred in connection with the foreclosure. The members of the Architectural Committee shall have the power to bid on the Building Site being foreclosed. The Architectural Committee or its representative shall notify any mortgagee of the Building Site being foreclosed, if such encumbrancer has its address of record in the encumbrance document or otherwise furnishes its address in writing to the Architectural Committee. Any mortgagee or other creditor holding a lien on the Building Site may, but shall not be required to, pay in full, to the date of payment, any unpaid assessment and upon such payment such mortgagee or other creditor shall succeed to the lien of the Architectural Committee on the Building Site to the extent of the amount paid. The amount of the assessment assessed against each Building Site shall also be the personal and individual debt of the Owner thereof at the time the assessment is made and suit to recover money judgment (together with reasonable attorneys' fees and costs as aforesaid) for unpaid assessments may be maintained by the Architectural Committee or its representative or any creditor holding a lien on the Building Site who pays such assessment and succeeds to the lien of the Architectural Committee, without foreclosing or waiving the liens securing the same.

7.4 Certificate of Compliance. Upon payment of a reasonable fee not to exceed Fifty Dollars (\$50.00) and upon written request of any Owner, prospective Owner, mortgagee, prospective mortgagee, Tenant, or prospective Tenant of a Building Site, the Architectural Committee or its representative shall issue an acknowledged certificate in recordable form setting forth the amount of any unpaid assessments, if any, and setting forth generally

whether or not the Architectural Committee has knowledge of any existing violation of any of the terms and conditions of this Declaration. Such written statement shall be conclusive upon the Architectural Committee in favor of the persons who rely thereon in good faith. Such statement shall be furnished by the Architectural Committee within a reasonable time, but not to exceed ten (10) days from the actual receipt of a written request for such written statement. In the event the Architectural Committee fails to furnish such statement within such ten (10) days, it shall be conclusively presumed that there are no unpaid assessments relating to the Building Site as to which the request was made, and that such Building Site is in conformity with all of the terms and conditions of this Declaration.

ARTICLE VIII

8.1 Architectural Committee. The Architectural Committee shall consist of three (3) members. Until the first to occur of (i) the date ten (10) years after the recordation of this Declaration with the Register of Deeds of Douglas County, Nebraska, or (ii) the date upon which NP Land Limited Partnership is no longer an Owner of any portion of the Property, the members of the Architectural Committee shall consist of representatives selected by NP Land Limited Partnership. From and after the first to occur of the dates determined as set forth in the preceding sentence, the members of the Architectural Committee shall consist of representatives selected by the three Owners of record of the most square footage of land in the Property. Upon a change of the three Owners of the most square footage of land in the Property, the term of the member appointed by the Owner formerly one of the three Owners of the most square footage of land in the Property shall automatically terminate and the vacancy shall be filled by the representative selected by the Owner which then becomes one of the three Owners of the most square footage of land in the Property. Each member shall serve at the pleasure of the parties selecting him or her and any vacancy arising by resignation, death, removal, or otherwise shall be filled by the party which appointed such terminating member. If a vacancy occurs and the party which appointed such terminating member shall fail to designate a successor within thirty (30) days after written notice is received from any party requesting that vacancy be filled, until such successor is so appointed the determinations made by the remaining members of the Architectural Committee shall be fully effective during the period of such vacancy. The Architectural Committee shall act by a majority of its members, either by vote at a joint meeting or in writing in the absence of a meeting. Meetings may be called from time to time at the request of any member of the Architectural Committee. The Architectural Committee shall carry out the provisions of this Declaration to effect the intent hereof, and in so doing may adopt such rules and regulations as the Architec-

tural Committee shall determine reasonably required. Deviations from such rules and regulations shall be granted only by approval of the Architectural Committee. The judgment of each member of the Architectural Committee in regard to actions to be taken hereunder shall be reasonably and not arbitrarily exercised to the end of assuring the maintenance of such standards as are required in the operation of a first-class development. Written approval or disapproval of the Architectural Committee must be signed by a majority of the Committee members and mailed or delivered to the applicant Owner. In case of disapproval, the Architectural Committee shall include a statement of the reasons for disapproval and shall indicate in a general way the kind of plans and specifications which the Architectural Committee will approve for the subject property. Unless provision is made for a specified period of time, the period for approval shall be deemed to be thirty (30) days, and if the Architectural Committee neither approves nor disapproves within that period, the Architectural Committee will be deemed to have given its approval. The members of the Architectural Committee shall serve without compensation for their services.

ARTICLE IX

Term, Termination, and Modification.

9.1 Term. This Declaration, every provision hereof and every covenant, condition, restriction and reservation contained herein shall continue in full force and effect until such time as this Declaration is terminated in the manner provided in Paragraph 9.2 hereof.

9.2 Termination and Modification. This Declaration or any provision hereof, or any covenant, condition, restriction or reservation in whole or in part, as to the whole of the Property or any portion thereof, may be terminated, modified or amended with the written consent of the Owners of seventy-five percent (75%) of the Property then subject to these restrictions (such percentage to be computed by dividing the total square feet of land in the Building Sites of the consenting Owners by the total number of square feet of the Property subject to this Declaration). Such termination, modification or amendment shall be immediately effective upon recording a proper instrument in writing, executed and acknowledged by such Owners as required herein in the office of the Register of Deeds of Douglas County, Nebraska. No modification or rescission of this Declaration shall affect the rights of any mortgagee of the Property unless the mortgagee consents in writing to the modification or rescission. If not earlier terminated, this Declaration shall terminate automatically on the date fifty (50) years after the date first above written, unless expressly renewed during the 49th year by written consent of the Owners of seventy five percent (75%) of the Property then subject to this Declaration, on the basis set forth above.

ARTICLE X

Miscellaneous

10.1 Severability. All of the conditions, covenants, restrictions and reservations contained in this Declaration shall be construed together, but if it shall at any time be held that any one of such conditions, covenants, restrictions and reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions and reservations or any part thereof shall be thereby affected or impaired.

10.2 Owner's Liability Subsequent to Sale. Upon the sale of a Building Site, the Owner so selling shall not have any further liability for the obligations thereon which accrue against such Building Site after the date of the conveyance; provided, however, that nothing herein shall be construed so as to relieve an Owner of any Building Site from any liabilities or obligations incurred prior to such sale pursuant to this Declaration.

10.3 Not a Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Declarants that this Declaration shall be strictly limited to the purposes expressed herein.

10.4 Benefits and Burdens. The terms and provisions contained in this Declaration shall be binding upon and inure to the benefit of the Declarants, the Architectural Committee, and the Owners of all Building Sites located within the Property and their respective heirs, successors, personal representatives, and assigns. Each Tenant shall be subject to this Declaration, but no Tenant shall take any rights hereunder or be deemed to be a third party beneficiary hereof.

10.5 Notice. Any notices required or permitted herein shall be in writing and mailed, postage prepaid, by registered or certified mail, return receipt requested, and shall be directed as follows: If intended for a Building Site Owner, to the Owner of such Building Site by name and address as shown on the then current real property tax rolls in Douglas County, Nebraska. If intended for the Architectural Committee, to it c/o KV International, Inc., at 12121 Emmet Street, Omaha, Nebraska 68164 or to such other address as the Architectural Committee may designate in any Supplement hereof executed by the Architectural Committee or its representative and recorded in the Office of the Register of Deeds for Douglas County, Nebraska.

10.6 Singular and Plural. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

IN WITNESS WHEREOF, the Declarants have executed this instrument as of the day and year first above written.

NP 1 LIMITED PARTNERSHIP, a Nebraska limited partnership

By: KV NORTH PARK LIMITED PARTNERSHIP, a Nebraska limited partnership, General Partner

By: *George W. Venteicher*
George Venteicher,
General Partner

And: *Frank R. Krejci*
Frank R. Krejci,
General Partner

And: KV INTERNATIONAL, INC., a Nebraska corporation, General Partner

By: *George W. Venteicher*
George Venteicher,
President

And: WSCR, INC., a Minnesota corporation, General Partner

By: *Daniel A. Markee*
DANIEL A. MARKEE,
VICE President

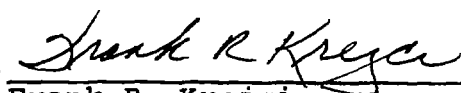
KV INTERNATIONAL, INC., a Nebraska corporation

By: *Frank H. Kulig*
Frank H. Kulig, Vice President

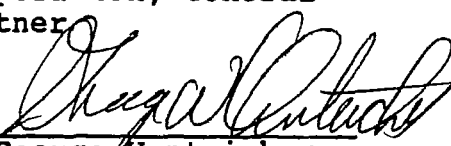
NP 2 LIMITED PARTNERSHIP, a
Nebraska limited partnership

By: KV NORTH PARK LIMITED
PARTNERSHIP, a Nebraska
limited partnership, General
Partner

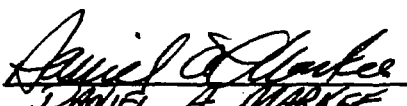
By: 
George Venteicher,
General Partner

And: 
Frank R. Krejci,
General Partner

And: KV INTERNATIONAL,
INC., a Nebraska
corporation, General
Partner

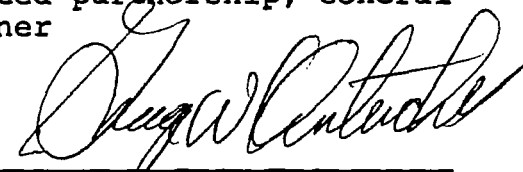
By: 
George Venteicher,
President

And: WSCR, INC., a Minnesota
corporation, General
Partner

By: 
CHARLES H. MARKSE
Vice President

NP LAND LIMITED PARTNERSHIP, a
Nebraska limited partnership

By: KV NORTH PARK LIMITED
PARTNERSHIP, a Nebraska
limited partnership, General
Partner

By: 
George Venteicher,
General Partner

And: Frank R. Krejci
Frank R. Krejci,
General Partner

And: KV INTERNATIONAL,
INC., a Nebraska
corporation, General
Partner

By: George W. Venteicher
George W. Venteicher,
President

And: WSCR, INC., a Minnesota
corporation, General Partner

By: Daniel A. Markee
DANIEL A. MARKEE,
Vice President

P. Scott Dye, Trustee
P. Scott Dye, Trustee

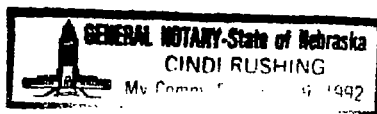
STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this
22nd day of August, 1989, by George W. Venteicher, General
Partner of KV North Park Limited Partnership, a Nebraska limited
partnership, General Partner of NP 1 Limited Partnership, a
Nebraska limited partnership, on behalf of himself and said
partnerships.

Cindi Rushing
Notary Public

My Commission Expires:

6-9-92



STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24th day of August, 1989, by Frank R. Krejci, General Partner of KV North Park Limited Partnership, a Nebraska limited partnership, General Partner of NP 1 Limited Partnership, a Nebraska limited partnership, on behalf of himself and said partnerships.

Cindi Rushing
Notary Public

My Commission Expires:

6-9-92



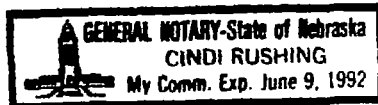
STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 22nd day of August, 1989, by George Venteicher, President of KV International, Inc., a Nebraska corporation, General Partner of KV North Park Limited Partnership, a Nebraska limited partnership, General Partner of NP 1 Limited Partnership, a Nebraska limited partnership, on behalf of said corporation and said partnerships.

Cindi Rushing
Notary Public

My Commission Expires:

6-9-92



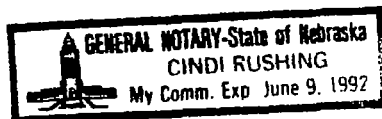
STATE OF Nebraska)
) SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 22nd day of August, 1989, by Daniel A. Mackee, Vice President of WSCR, Inc., a Minnesota corporation, General Partner of NP 1 Limited Partnership, a Nebraska limited partnership, on behalf of said corporation and said partnership.

Cindi Rushing
Notary Public

My Commission Expires:

6-9-92



STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 22nd day of August, 1989, by George W. Venteicher, General Partner of KV North Park Limited Partnership, a Nebraska limited partnership, General Partner of NP 2 Limited Partnership, a Nebraska limited partnership, on behalf of himself and said partnerships.

Cindi Rushing
Notary Public

My Commission Expires:

6-9-92



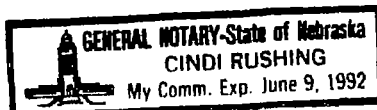
STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24th day of August, 1989, by Frank R. Krejci, General Partner of KV North Park Limited Partnership, a Nebraska limited partnership, General Partner of NP 2 Limited Partnership, a Nebraska limited partnership, on behalf of himself and said partnerships.

Cindi Rushing
Notary Public

My Commission Expires:

6-9-92



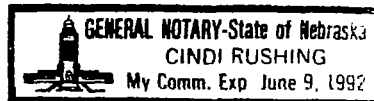
STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 22nd day of August, 1989, by George Venteicher, President of KV International, Inc., a Nebraska corporation, General Partner of KV North Park Limited Partnership, a Nebraska limited partnership, General Partner of NP 2 Limited Partnership, a Nebraska limited partnership, on behalf of said corporation and said partnerships.

Cindi Rushing
Notary Public

My Commission Expires:

6-9-92



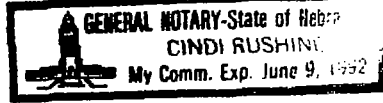
STATE OF Nebraska)
) SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 22nd day of August, 1989, by Daniel A. Markee, Vice President of WSCR, Inc., a Minnesota corporation, General Partner of NP 2 Limited Partnership, a Nebraska limited partnership, on behalf of said corporation and said partnership.

Cindi Rushing
Notary Public

My Commission Expires:

6-9-92



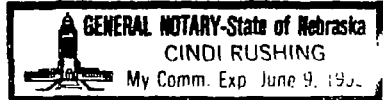
STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 22nd day of August, 1989, by George W. Venteicher, General Partner of KV North Park Limited Partnership, a Nebraska limited partnership, General Partner of NP Land Limited Partnership, a Nebraska limited partnership, on behalf of himself and said partnerships.

Cindi Rushing
Notary Public

My Commission Expires:

6-9-92



STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24th day of August, 1989, by Frank R. Krejci, General Partner of KV North Park Limited Partnership, a Nebraska limited partnership, General Partner of NP Land Limited Partnership, a Nebraska limited partnership, on behalf of himself and said partnerships.

Cindi Rushing
Notary Public

My Commission Expires:

6-9-92



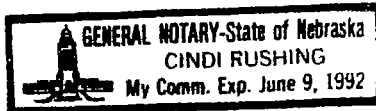
STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 22nd day of August, 1989, by George Venteicher, President of KV International, Inc., a Nebraska corporation, General Partner of KV North Park Limited Partnership, a Nebraska limited partnership, General Partner of NP Land Limited Partnership, a Nebraska limited partnership, on behalf of said corporation and said partnerships.

Cindi Rushing
Notary Public

My Commission Expires:

6-9-92



STATE OF Nebraska)
) SS.
COUNTY OF Douglas)

Vice The foregoing instrument was acknowledged before me this 22nd day of August, 1989, by Daniel A. Markee, President of WSCR, Inc., a Minnesota corporation, General Partner of NP Land Limited Partnership, a Nebraska limited partnership, on behalf of said corporation and said partnership.

Cindi Rushing
Notary Public

My Commission Expires:

6-9-92



STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 4th day of September, 1989, by P. Scott Dye, Trustee

P. Scott Dye
Notary Public

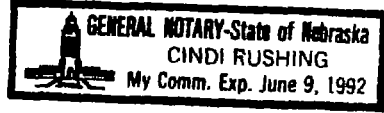
My Commission Expires:

4/14/90

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7th day of September, 1989, by Frank H. Kulig, Vice President of KV International, Inc., a Nebraska corporation, on behalf of the corporation.

(SEAL)



Cindi Rushing
Notary Public