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AMENDMENTS AND RESTATEMENT OF
DECLARATION OF PROTECTIVE COVENANTS
AND GRANT OF EASEMENTS

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Exhibit A – Amended Site Plan

Exhibit B - Common Areas Maintenance Provisions Common Area
Maintenance Provisions (previously filed with the original Declaration of Protective
Covenants and Grant of Easements on May 5, 2006, Instrument #20062026)

Exhibit C - Drainage Plan Common Area Maintenance Provisions (previously filed
with the original Declaration of Protective Covenants and Grant of Easements on
May 5, 2006, Instrument #20062026)

AMENDMENTS AND RESTATEMENT OF
DECLARATION OF PROTECTIVE COVENANTS
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THESE AMENDMENTS AND RESTATEMENT OF DECLARATION OF PROTECTIVE COVENANTS AND GRANT OF EASEMENTS ("Declaration") are hereby made this 18, of November 2011, by Allen Investments, L.L.C., A Nebraska limited liability company ("Allen") and the Consenting Owners.

1. PRELIMINARY

1.1 Purpose. Whereas, Allen plans to develop Lots 1 – 5, Allen Second Subdivision (shown on Exhibit "A") as an integrated complex featuring retail sales, sit down restaurants and business and medical services.

Whereas, Allen is mindful of the concerns of the Neighbors relative to his development plans and, in consideration thereof, agrees to put into place certain protective covenants contained herein for the protection of the Neighbors.

Whereas, these protective covenants are also intended to bind, and be for the benefit of, all future property owners of Lots 1 – 5, and to generally define the usage allowed for businesses within Allen's development.

1.2 Definitions. The following terms shall have the definitions ascribed to them below.

(a) "Allen": Allen Investments, L.L.C., a Nebraska limited liability company, together with any corporation or other entity succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, and whose current address is c/o Kristin M. Allen, 1115 West Second Street, P.O. Box 987, Hastings, NE 68902-0987.

(b) "Building Area": For Lots 1, 2, and 3, the Building Area is that location where the building can be constructed pursuant to Hastings City Code, Section 34-212 (8)(b)(i)(ii)(iii); and for Lots 4 and 5, the Building Area is that location where the building can be constructed pursuant to Hastings City Code, Section 34-209, "C-0: Commercial office non-retail districts", subpart (7), "Minimum yard requirements".

(c) "Building Design Plans": (i) A Site Plan of the property depicting any building and all other improvements to be constructed on the property (such building and other improvements are referred to collectively as the "Project"); and (ii) architecturally certified Plans and Specifications of the Project, including elevations of the building, landscaping plans, and exterior signage drawings.

(d) "CAMP"; Common Area Maintenance Provisions, as found in Exhibit "B."

(e) "Consenting Owners": A Consenting owner is a fee simple title owner, including its officers, employees, agents, heirs, successors, and assigns, and long term lessees (being defined as a Lessee with an initial lease term of at least ten years), of one or more lots of Lots 1 – 5 of Allen Second Subdivision.

(f) "Neighbors": Neighbors are those persons that are the current and/or future title fee owners of Lot 6, Block 1 South Shore Second Subdivision to the City of Hastings; Lots 1 through 9, Block 2 South Shore Second Subdivision to the City of Hastings; Lots 1 through 7, Block 3, South Shore Second Subdivision to the City of Hastings; and Lot 2 South Shore Third Subdivision to the City of Hastings.

(g) "Environmental Laws": The Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Toxic Substances Control Act, the Clean Water Act, the Resource Conservation and Recovery Act and any other similar federal, state or local law, rule or regulation respecting Hazardous Materials, together with all rules and regulations promulgated thereunder and all present or future amendments thereto.

(h) "Fast Food Restaurant": Restaurants which are of a similar nature as McDonalds, Burger King, and Wendy's, where most customers order and are served their food at a counter, or a motor vehicle, in packages prepared to leave the premises, or are able to be taken to a table or counter to be consumed, where most main food items are prepackaged, rather than made to order.

(i) "Floor Area": The total number of square feet in a building, whether or not actually occupied (including basement, subterranean, balcony and mezzanine space), measured from the exterior line of the exterior walls and from the center line of any party or common interior walls without deduction for columns, walls or other structural or nonstructural components.

(j) "Common Area Improvements" (aka Common Area): The center pylon signs permitted under Article 4 and the landscaped areas behind Lots #4 and #5, as depicted on Exhibit "A".

(k) "Green Space Area": Is that area reserved for landscaping, lawns, trees and other vegetation on each lot as defined in Exhibit "A". The green space area as defined in Exhibit "A", shall be binding on all Owners of the respective lots depicted in said exhibit.

(l) "Ground Floor Area": The total number of square feet on the ground floor of a building, whether or not actually occupied (excluding basement, subterranean, balcony and mezzanine space), measured from the exterior line of the exterior walls and from the center line of any party or common interior walls without deduction for columns, walls or other structural or nonstructural components.

The ground floor area (G.F.A.) as defined in Exhibit "A", shall be binding on all Owners' buildings that are constructed on the respective lots depicted in said exhibit.

(m) "Hazardous Materials": Underground storage tanks, petroleum and petroleum products, asbestos, PCB's, urea-formaldehyde and any hazardous or toxic substances, pollutants, contaminants, wastes or

materials as defined under any Environmental Laws.

(n) "Lienholder": Any mortgagee under a mortgage, or a trustee or beneficiary under a deed of trust, constituting a lien on any Lot. A Lienholder shall not be deemed to be an Owner for purposes of this Declaration until such time as said Lienholder acquires fee simple title to its Lot(s) by foreclosure, trustee's sale or otherwise.

(o) "National Chain Store": A company or operator that will operate a retail store, business office or other commercial operation in the development, which operation will have the standard prototypical building and will operate under the same trade name as is used by said company in at least ten (10) other separate stores or offices within Nebraska or at least thirty (30) stores or offices nationally.

(p) "Owner": The record holder of fee simple title to a Lot (including its heirs, personal representatives, successors and assigns), or a Lessee with an initial term lease of at least ten years.

(q) "Paved Area": Includes all paved areas, whether composed of concrete or asphalt, including, but not limited to, parking lots, sidewalks, curbing and any access road to Osborne Drive West.

(r) "Lot": Any of Lots 1 through 5, as shown on Exhibit "A."

(s) "Person": Individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals or any other form of business or legal entity.

(t) "Restrictions": The easements, covenants, restrictions, liens and encumbrances contained in this Declaration.

(u) "Restaurant": An establishment where foods and drink are prepared and served, and which is not a "Fast Food Restaurant."

(v) "Service Facilities": Loading docks, trash compactors and enclosures, bottle storage areas, exterior coolers, electrical and refrigeration facilities, and other similar service facilities.

(w) "Development": That certain real property described as Allen Second Subdivision (Lots 1 through 5 collectively) in the City of Hastings, Adams County, Nebraska, as shown on Exhibit "A."

(x) "Drainage Plan": That certain drainage plan that is attached to these Covenants, as Exhibit "C."

1.3 Parties. Allen is the Owner of Lots 1 through 5 and is referred to herein as "Allen". Owners are all current and future Owners of one or more of Lots 1 - 5; and Neighbors are those neighbors as described in Section 1.2(f).

2. BUILDING AREA DEVELOPMENT

2.1 Building Location.

(a) Building Areas. All buildings and other structures shall be placed or constructed upon the

Lots only in the Building Areas; provided, however, that canopies, eaves and roof overhangs (including columns or posts supporting the same), normal foundations, utility cabinets and meters, signs, and doors for ingress and egress may project from the Building Area into any Common Area. All of the foregoing shall be constructed and maintained in accordance with all local, state and federal laws, rules and regulations applicable thereto.

(b) Construction. Prior to the construction of any building or improvement within a Building Area, the Owner/Lessee of the applicable Lot shall obtain from Allen prior written approval of the building design plan(s), in accordance with the procedures set forth in Section 2.4.

(c) Undeveloped Building Area. All Building Areas on which buildings are not existing or under construction on the date the first Owner or Lessee of any Lot first opens its building for Business, shall be covered by a one inch asphalt dust cap, landscaping, or aesthetically pleasing grasses, and shall be kept trimmed and clean, so that they do not constitute a nuisance or fire hazard, at the Owner's sole expense until such time as buildings are constructed thereon.

2.2 Type and Design of Buildings.

(a) Architectural Compatibility. No more than one (1) building shall be permitted on each Lot unless the Consenting Owners have given their prior written approval in their sole and absolute discretion. Each building and other structure in the development, now and in the future, shall be of first quality construction. All buildings and structures shall be architecturally designed so that their exterior appearance, style, and elevations (including, without limitation, signs and color) will be architecturally and aesthetically compatible and harmonious with all other buildings in the development. No building for which Building Design Plans have not been approved may be constructed, nor the exterior of any existing building changed in any material way (including, without limitation, signs and color), without Allen's prior written approval (which shall be obtained in accordance with the procedures set forth in Section 2.4) of the building to be constructed or modified; provided that any structural change to a building shall automatically be deemed material.

(b) Attachments. No Owner shall have the right to make any attachment whatsoever to another Owner's building (such other Owner being referred to in this subparagraph only as "Other Owner") without such Other Owner's prior written approval, which may be withheld in such Other Owner's sole and absolute discretion. If the Other Owner approves the requested attachment, the Owner making the attachment shall, prior to making such attachment, obtain the Other Owner's prior written approval (which may be withheld in its sole and absolute discretion) of the drawings and specifications detailing the attachment. Any such attachment shall be at the sole cost and expense of the Owner making the attachment and shall be in strict conformance with the approved drawings and specifications detailing the same.

(c) Structural Integrity. No building or other structure in the Development shall be built in such a manner as to adversely affect the structural integrity of any other building or structure in the development.

(d) Height of Buildings. The building height Restrictions imposed under this Subsection 2.2(d) shall be construed to apply to the general roofline of each respective building. An architectural element or feature on a building (such as an arch, cupola, dormer, steeple, or the like) which otherwise meets the design approval requirements of this Declaration may extend above the general roofline of a building by up to five (5) feet in height, with a total aggregate width of such elements or features along any single roofline of no more than twenty percent (20%) of the length of the roofline on any front, side, or back elevation. For purposes of these Restrictions, the height of a building shall be measured from the finished ground floor elevation of the building in question:

(i) All buildings and other structures in the development shall be single story with mezzanine permitted with a maximum height of 35 feet.

(e) Exterior Maintenance. Each Owner shall maintain the exterior of any building located on such Owner's Parcel(s) in a quality and condition comparable to that of first class development of comparable size and nature located in the same geographic area as the development. All Service Facilities and all satellite dishes, systems, and similar equipment, shall be attractively screened from view from the customer parking areas.

(f) Direction of Entries. Each building shall face the main parking lot for the Lot on which it is located.

(g) Dumpsters. Any area within the Development which houses refuse dumpsters or garbage containers shall be completely surrounded on three sides with a wall, the exterior of which shall be of the same materials as the exterior walls of the building constructed on the Lot; the entrance to such area shall be gated with wood or wrought iron, designed to preclude public view.

(h) No Subdivision. Each lot may not be subdivided, in any manner, into smaller lots and the zoning designation shall not be changed without the prior written consent of Allen.

2.3 Construction Requirements.

(a) Standards. All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any building, sign or Common Area improvements located in the development shall be effected as expeditiously as possible, and in such a manner as not to unreasonably interfere, obstruct or delay (i) access to or from the development (or any part thereof), (ii) the receiving of merchandise by any business including, without limitation, access to Service Facilities. Staging for the construction, replacement, alteration or expansion of any building, sign or Common Area improvements, including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment shall be limited to that portion of the development approved in writing by Allen. Unless otherwise specifically stated herein, the person contracting for the performance of such work ("**Contracting**

Party") shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all buildings, signs and Common Area improvements damaged or destroyed in the performance of such work.

(b) Liens. The Contracting Party shall not permit any liens to stand against any Lot for any work done or materials furnished in connection with the performance of the work described in subparagraph (a) above; provided, however, that the Contracting Party may contest the validity of any such lien, but upon a final determination of the validity thereof, the Contracting Party shall cause the lien to be satisfied and released of record. The Contracting Party shall, within thirty (30) days after receipt of written notice from the Owner of any Lot encumbered by any such lien or claim of lien, cause any such outstanding lien or claim of lien to be released of record or transferred to bond in accordance with applicable law, failing which the Owner of said Lot shall have the right, at the Contracting Party's expense, to transfer said lien to bond. The Contracting Party shall indemnify, defend and hold harmless the Owners and occupants of the development from any and all liabilities, claims, damages, expenses (including, without limitation, reasonable attorney's fees and reasonable attorney's fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action of any kind whatsoever, arising out of or in any way connected with the performance of such work, unless caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

(c) Encroachments. The Owners acknowledge and agree that incidental encroachments upon the Common Area may occur as a result of the use of ladders, scaffolds, store front barricades and similar facilities in connection with the construction, maintenance, repair, replacement, alteration or expansion of buildings, signs and Common Area improvements located in the development, all of which are permitted hereunder so long as all activities requiring the use of such facilities are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with use of the improved Common Area or with the normal operation of any business in the development.

2.4 Approval / Objection Procedures. Before any action requiring Allen's, the Consenting Owners' or Neighbors' approval or objection is commenced, sufficient information shall be sent to Allen, the Consenting Owners or Neighbors to enable the same to make a reasonable decision. Allen, the Consenting Owners or Neighbors must approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and, if anyone disapproves, it shall provide a written explanation in reasonable detail of its reasons for disapproval. If Allen, the Consenting Owners or Neighbors object or disapprove the proposal, and fail to provide such explanation within the thirty (30) day period, such person shall be deemed to have approved the same, provided that, when the approval was sought, the one seeking the approval stated in writing to the one whose approval was sought that, if a disapproval with explanation was

not made within the thirty (30) day period, approval would then be deemed to have been given. The approvals or consents provided for herein shall not be unreasonably withheld. Further, any consent or approval of Allen will not be unreasonably withheld, delayed or denied.

2.5 Maintenance by Owner of its Landscaping and Building. Following completion of the construction of building(s), structure(s), parking lots, artificial lighting, landscaping, sidewalks and any other such betterments that may be installed, built or created by Owner(s) on any Lot, each Owner shall maintain (or require its tenants to so maintain) the same in a good, clean, aesthetically-pleasing condition, including repairing, repainting and maintaining the above described as necessary. Further, the Owner shall be responsible for the removal of papers, debris, ice, snow, refuse, and filth in or about Owner(s)' lot, including its sidewalks and parking lot.

2.6 Modifying, Altering and Remodeling Existing Buildings; Exception. Notwithstanding anything in this Declaration to the contrary, an Owner may, without the consent or approval of any other person, modify, alter and remodel the existing building, structure or other improvement on any Lot from time to time to conform to the then existing standards mandated by its franchisor/licensor if (a) the business conducted thereon is a National Chain Store and (b) such changes conform to the applicable building codes of the City of Hastings, Nebraska. Modify, alter and remodel does not include the demolition and rebuilding of the existing building.

3. EASEMENTS

3.1 Ingress and Egress. Each Owner, as grantor, hereby grants to Allen and to all other Owners in the development, their respective tenants, contractors, employees, agents, licensees and invitees, and the subtenants, contractors, employees, agents, licensees and invitees of such tenants, for the benefit of each Lot belonging to the other Owners, as grantees, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic upon, over and across that portion of the Common Area located on the grantor's Lot(s), except for those areas devoted to Service Facilities or driveup or drive through customer service facilities.

3.2 Utility Lines and Facilities.

(a) Grant of Easements. Each Owner, as grantor, hereby grants to Allen, and to all other Owners, for the benefit of Allen and each Lot belonging to the other Owners, as grantees, a nonexclusive easement under, through and across the Common Area of the grantor's Lot(s), or any area reserved for easements in the Final Plat of Allen Subdivision, for the installation, operation, maintenance, repair and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones, electrical conduits or systems, transmission lines, data conduit lines, gas mains and other public or private utilities (collectively, "**Utility Lines and Facilities**"). Each Owner agrees to grant such additional

easements as are reasonably required by any public or private utility for the purpose of providing Utility Lines and Facilities to the development, provided such easements are not otherwise inconsistent with the provisions of this Declaration.

(b) Construction Requirements. All Utility Lines and Facilities shall be installed and maintained below the ground level or surface of such easements, except for ground mounted electrical transformers and such other facilities as are required to be above ground by the utility providing such service (including, without limitation, temporary service required during the construction, maintenance, repair, replacement, alteration or expansion of any buildings, signs or Common Area improvements). The installation, operation, maintenance, repair and replacement of such Utility Lines and Facilities shall not unreasonably interfere with the use of the improved Common Area or with the normal operation of any business. The grantee shall bear all costs related to the installation, operation, maintenance, repair and replacement of such Utility Lines and Facilities, shall repair to the original specifications any damage to the Common Area resulting from such use and shall provide as-built plans for all such facilities to the Owners of all Lots upon which such Utility Lines and Facilities are located within thirty (30) days after the date of completion of construction of same.

(c) Relocation. At any time and from time to time, the Owner of a Lot shall have the right to relocate on its Lot any Utility Line or Facility installed pursuant to the foregoing grant of easement which is then located on the land of such Owner, provided that any such relocation (i) 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 Utility Line or Facility, (ii) shall not unreasonably interfere with or diminish utility service to the Lot(s) served by the Utility Line or Facility, (iii) shall not reduce or unreasonably impair the usefulness or function of the Utility Line or Facility, (iv) shall be performed without cost or expense to the Owner or occupant of any other Lot, and (v) shall provide for the original and relocated area to be restored to their original specifications. The Owner performing such relocation shall provide as-built plans for all such relocated Utility Lines and Facilities to the Owners of all Lots served by such Utility Lines and Facilities within thirty (30) days after the date of completion of such relocation.

3.3 Signs. Each Owner, as grantor, hereby grants to the other Owners, for the benefit of each Lot belonging to the other Owners, as grantees, an easement under, through and across the Common Area of the grantor's Lot(s) for the installation, operation, maintenance, repair and replacement of any signs referred to in Section 4 of this Declaration and all Utility Lines and Facilities appurtenant thereto. Except where otherwise specifically stated herein to the contrary, the grantee(s) shall bear all costs related to the installation, maintenance, repair and replacement of its sign and appurtenant Utility Lines and Facilities, shall repair to the original specifications any damage to the Common Area resulting from such use and shall provide as-built plans for all such Utility Lines and Facilities to the Owners of all Lots upon which such Utility Lines and Facilities are

located within thirty (30) days after the date of completion of construction of same.

4. **SIGNAGE, COMMON AREA AND DRAINAGE PLAN**

4.1 **Signs.**

(a) Center Pylon Signs. Subject to governmental approval, a free-standing sign may be erected at such locations as solely determined by the owners of Lots 1 through 3 only, hereinafter referred to as "Lot Owners."

(b) Control of Designations. The Lot Owners shall be entitled to determine the designations on each of the Center Pylon Signs, subject to and in accordance with this Declaration.

(c) Cost of Center Pylon Signs. The cost of constructing, installing, maintaining, repairing and replacing each of the Center Pylon Sign structures shall be paid by the respective Owners of all Lots which are benefited thereby. The design of each Center Pylon Sign structure, and the size, design and location of sign fascia thereon, shall be subject to the prior written approval of the Lot Owners (which approval shall be obtained in accordance with the procedures set forth in Section 2.4). Notwithstanding the foregoing, a National Chain Store may use such standard fascia as they from time to time use generally in carrying on their businesses.

(d) Monument Signs. Each Owner in Lots 1 through 3 only shall have the right to install a monument sign on their respective lot for each respective business located thereon, provided that any such sign must satisfy the following requirements:

(i) No monument sign shall exceed eight (8) feet in height (measured from the ground to the highest point of the sign structure) or ten (10) feet in width;

(ii) The design and location of each monument sign shall be subject to the prior written approval of Allen as long as it remains an Owner, otherwise, 70% of the approval of the Consenting Owners of Lots 1 through 5.

(iii) No more than one designation or logo for each respective business location thereon may appear on either side of a monument sign, except that an Owner shall also be entitled to place a logo or designation for a minibank or ATM on such sign;

(iv) The Owner of the Lot on which the sign is installed shall be and remain responsible to ensure, that the sign is maintained in good condition and repair; and

(v) Each such sign shall meet all applicable laws, rules, ordinances, and regulations.

(e) Other Signs. All exterior building signs on any Lot shall be restricted to identification of the businesses or services located or provided therein, and the same shall be internally illuminated, with individual channel letters without a sign back ground, in a design and location approved by Allen. No exterior building sign shall be placed on penthouse walls, extend above the building roof, be placed at an angle to the building, or be painted on the exterior building surface. No exterior building or free-standing sign shall utilize

animated, flashing, moving or audible lights or appurtenances. No visible lamps or tubing shall be allowed on the front of any sign. All signs shall bear the UL label, and their installation shall comply with all applicable building and electrical codes. No sign shall feature any visible raceway, crossover, conduit or fastener. No sign shall feature painted lettering (as opposed to vinyl, plastic, pre-manufactured coloring, or other material of similar good quality), except that the Owner or Lessee may have painted lettering on temporary signs announcing the opening or re-opening (after remodel or reconstruction) of business, which signs shall be removed within 21 days after commencement of the grand opening or re-opening. All cabinets, conductors, transformers, neon tubes, ballast boxes, and other equipment shall be concealed. Electrical service to all building signs shall be on the meter of the Owner on whose Lot such sign is located. Each such sign shall meet all applicable laws, rules, ordinances and regulations.

4.2 Outside Sales. No portion of any Common Area (except sidewalks immediately adjacent to the building in which the operator or occupant who is holding the sale is located) shall be used for the sale or display of merchandise, except as follows:

(a) The seasonal sale of merchandise shall be permitted from the parking lot located on each such Owner's respective Lot, subject to the following restrictions: (i) the Common Area shall be promptly restored to its condition immediately prior to said sale at the sole cost and expense of the Owner or occupant of the Lot on which the sales are conducted (ii) sales shall not unreasonably interfere with the free movement of vehicular traffic or with access to or from the development, or any part thereof, (iii) parking lot sales shall occur on any Lot no more than four (4) times annually, for a cumulative total of no more than sixty (60) days on any Lot, and (iv) no more than twenty (20) parking stalls may be used for seasonal sales on any such Lot at any given time.

4.3 Prohibited Activities. Picketing and distribution of pamphlets, handbills or similar materials within the development shall be prohibited.

4.4 Landscaping and Berming.

(a) Purpose and Intent. It is Allen's intent to provide for landscaping and berming within the common area as illustrated on the attached Exhibit "A."

(b) Creation of Bermed Landscaped Areas. It shall be Allen's sole responsibility to design and plant the bermed landscaped areas as depicted on the attached Exhibit "A." Without intending to limit or otherwise expand Exhibit "A," it is generally Allen's intent to create a bermed landscaped area that is approximately 25 feet wide and 6 feet high, that shall be planted with various species of bushes and trees, with the intent to create a landscaping barrier between Lots 4 and 5 in the development, and the Neighbors' homes.

4.5 Common Area Maintenance(Camp). The Owners shall be bound by all terms and conditions set forth in the CAMP, as found in attached Exhibit "B."

4.6 Drainage Plan. The Owners shall be bound by all specifications and elevations set forth in the drainage plan, as shown in Exhibit "C."

5. USE RESTRICTIONS

5.1 Fast Food, and Convenience Store Restrictions.

(a) No parts of Lots 1 through 5 shall be used as a convenience store ("C-Store") or a 24-hour store in the nature of a Circle K, 7-Eleven, AM-PM Minimart, or the like.

(b) No part of Lots 1 through 5 shall be used as a Fast Food restaurant as the same has been defined in Section 1.2(h).

5.2 General Restrictions,

(a) Retail Use Restrictions. No part of Lots 4 and 5 shall be used for any retail sales (except as otherwise provided in Section 34-209 of the Hastings city Code regarding CO-Commercial Office Districts), or restaurants, if 75% of the Neighbors object to the same.

No part of Lots 1 through 5 shall be used as a second-hand or surplus store, bowling alley, skating rink, dance hall, billiard or pool hall, massage parlor, game parlor or video arcade (which shall be defined as any store containing more than four (4) electronic games), bar, tavern, cocktail lounge, warehouse, animal kennel, mobile home park, 24-hour store, trailer court; for the renting, leasing or selling of, or displaying for the purpose of renting, leasing, selling of any boat, motor vehicle or trailer; or for any industrial purposes; or for any bankruptcy sales, or going out of business sales. Notwithstanding the foregoing, the operation of a bar shall be allowed on Lot 3 if such activity is complementary to the primary activity on such Lot and the primary activity on such Lot is the operation of a restaurant.

(b) Adult Entertainment Store. No part of the development shall be used as an adult entertainment store. As used herein, "adult entertainment store" shall mean a store which has, for sale or rental, as 10% or more of its Floor Area or 150 square feet of floor area, whichever is less, any combination of the following: (i) videos, DVDs, movies, books, or magazines of a sexually-explicit or pornographic nature, not intended for general audiences; (ii) unrated movie videos or DVDs of a sexually-explicit or pornographic nature, or movie videos, with a rating of "NC-17" or higher, restricting persons under the age of 18 from purchasing or renting the same; (iii) clothing items of a sexually-oriented or explicit nature which would not be sold in stores whose customer base is family-oriented, such as Sears, J. C. Penney's, K-Mart, or other comparable department or family discount stores; or (iv) photographs, games, or other items of a sexually-explicit, pornographic, or erotic nature.

5.3 Hazardous Materials. No Owner or occupant shall use or permit the use, handling, generation, storage, release, disposal or transportation of Hazardous Materials on, about or under its Parcel except in the ordinary course of its business and in compliance with all Environmental Laws.

5.4 Lighting Restrictions. Artificial lighting that is used in the common areas and otherwise used to illuminate buildings, signs or parking lots for owners shall be of such a nature as to not project or illuminate toward the Neighbors.

6. CASUALTY AND CONDEMNATION

6.1 Casualty. If all or any portion of any building in the development is damaged or destroyed by fire or other casualty, the owner of such building shall promptly restore or cause to be restored the remaining portion of such building or, in lieu thereof, shall remove the damaged portion of such building together with all rubble and debris related thereto. All Building Areas on which buildings are not reconstructed following a casualty shall be graded or caused to be graded by the Owner thereof to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the development or any portion thereof; shall be covered by a one inch asphalt dust cap, landscaping, or aesthetically-pleasing native grasses; and shall be kept weed free, trimmed, and clean, so that they do not constitute a nuisance or fire hazard, at the Owner's sole cost and expense until buildings are reconstructed thereon.

6.2 Condemnation.

(a) Building Restoration. If all or any portion of any building in the development is taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof ("Condemnation"), the Owner of such building shall have the same obligations with respect to restoration or removal of the building and Building Area as are set forth in Section 6.1.

(b) Allocation of Award. If all or any portion of any Lot in the development is taken or damaged as a result of a Condemnation ("Condemned Lot"), the Owner of the Condemned Lot shall be entitled to the entire award or purchase price paid for the Condemned Lot; provided, however, that nothing contained herein shall affect any other person's right to seek severance damages for its Lot, provided the award of such severance damages does not reduce or diminish the amount which would otherwise be paid to the Owner of the Condemned Lot. The Owner of the Condemned Lot shall restore or cause to be restored the remaining portion of the Condemned Lot as near as practicable to the condition immediately prior to such Condemnation to the extent, but only to the extent, of any condemnation proceeds allocated by the court or condemning party, as the case may be, to such restoration and actually received by the Owner of the Condemned Lot. Any restoration of the Condemned Lot which involves a change in the configuration of the Common Area or the sizes and arrangements thereof from that shown on Exhibit "A" shall require the Consenting Owners' prior written approval. Notwithstanding the above, this Section 6.2 is not intended to and shall not alter the allocation of any award between the Owner of a Condemned Lot and any tenant of such Condemned Lot pursuant to the terms of any lease or other agreement between the parties.

7. **INDEMNIFICATION**

7.1 Indemnification. Each Owner shall indemnify, defend and hold harmless the other Owners and occupants of the development from any and all liabilities, claims, damages, expenses (including, without limitation, reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings, and causes of action of any kind whatsoever for injury to or death of any person or damage to or destruction of any property resulting from the willful or negligent act or omission of the indemnifying Owner.

8. **GENERAL PROVISIONS**

8.1 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 to which its benefit runs, and shall run with the land.

8.2 Successors and Assigns.

(a) **Persons Bound.** This Declaration and the Restrictions created hereby shall inure to the benefit of the Owners and Neighbors and be binding upon the Owners, their heirs, successors, assigns and personal representatives, and upon any person acquiring a Lot, or any portion thereof, or any interest therein, whether by operation of law or otherwise. Notwithstanding the foregoing, if any Owner sells or transfers all or any portion of its interest in any Lot, such Owner shall, upon delivery of the Transfer Notice (as defined in subparagraph (b) below), be released and discharged from all of its obligations as Owner in connection with the property sold by it arising under this Declaration after the sale and conveyance of title, but shall remain liable for all obligations arising under this Declaration prior to the sale and conveyance of title. The new Owner of any such Lot or any portion thereof (including, without limitation, any Owner [or Lienholder] who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Declaration with respect to such Lot or portion thereof after the date of sale and conveyance of title.

(b) **Transfer Notice.** An Owner selling or transferring all or any portion of its interest in any Lot shall give prior written notice thereof ("Transfer Notice") to all Owners in the development. The Transfer Notice shall include at least the following information: (i) the name, current address and current phone number of the transferor, (ii) the name, current address and current phone number of the transferee, and (iii) a copy of the legal description of the Lot, or portion thereof, or other interest sold or transferred.

8.3 Duration. Except as hereinafter provided, the term of this Declaration shall be for a period of fifty (50) years ("Primary Period") from the date hereof. Notwithstanding the foregoing, upon the expiration of the Primary Period, the term of this Declaration shall automatically renew for successive periods of ten (10) years, unless 90 days prior to the date of expiration, 70% of all Consenting Owners deliver to the other Owners in the development, written notice of Termination, in which event, the Declaration shall automatically expire at the end of the Primary Period or any Extension then in effect.

8.4 Injunctive Relief. In the event of any violation or threatened violation by any person or entity of any of the Restrictions contained herein, any or all of the Owners of Lots 1 through 5, and any or all of the Neighbors as defined herein, 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 or provided by law.

8.5 Modification and Termination. This Declaration may not be modified in any respect whatsoever or terminated in whole or in part, except with the consent of 70% of all Owners of Lots 1 through 5, and then only by written instrument duly executed and acknowledged by all of said parties and recorded in the Office of the Register of Deeds of Adams County, Nebraska; PROVIDED, that such modification or termination shall not have any validity if more than 70% of all Neighbors have filed a written objection thereto within thirty (30) days following notice of such proposed modification or termination.

8.6 Method of Approval/Objection.

(a) Whenever the consent, approval or objection of any Owner or Neighbor is required, such consent, approval or objection shall be exercised only in the following manner: Each Lot or house address shall have only one (1) vote as further defined herein. The owners (if consisting of more than one (1) person or entity) of each Lot or house address shall agree among themselves and designate in writing a single person or entity who is entitled to cast the vote for that Lot or house address. If the Owners or Neighbors cannot agree who shall be entitled to cast the single vote, or if the Owners or Neighbors fail to designate the single person or entity who is entitled to cast the vote for that Lot within thirty (30) days after receipt of request for same from any other Owner or Neighbor, then that Lot or house address shall not be entitled to vote. In the event a Lot or house address is not entitled to vote, its consent or approval shall not be necessary.

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

8.8 Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Declaration shall entitle any Owner to terminate this Declaration, but such limitation 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.

8.9 Default. A person shall be deemed to be in default of this Declaration only upon the expiration of thirty (30) days (ten (10) days in the event of failure to pay money) from receipt of written notice from any

Owner or Consenting Neighbor specifying the particulars in which such person has failed to perform the obligations of this Declaration, unless such person, prior to the expiration of said thirty (30) days (ten (10) days in the event of failure to pay money), has rectified the particulars specified in said notice of default. However, such person shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such person is using good faith and its best efforts to rectify the particulars specified in the notice of default.

8.10 Notices.

(a) Delivery. All notices given pursuant to this Declaration shall be in writing and shall be given by telefacsimile, personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address or telefacsimile number set forth below (or, if a Transfer Notice has been given, to the person designated in the Transfer Notice). If a notice must be given to a person other than one designated below or in a Transfer Notice, such notice shall be sent to the person and address shown on the then current real property tax rolls of the county in which the development is located.

Allen: Kristin M. Allen
Allen Investments, L.L.C.
P. O. Box 987
Hastings, NE 68902-0987

Concurrent copy to: Douglas Pauley
Conway, Pauley & Johnson, P.C.
P. O. Box 315
Hastings, NE 68902-0315

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. Any party giving notice hereunder by telefacsimile transmission shall also immediately send a hard copy of said notice to the party to whom the notice is directed, by regular mail, with a notation thereon to the effect that it was previously telecopied. All notices given pursuant to this Declaration shall be deemed given upon receipt.

(b) Receipt. For the purpose of this Declaration, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, (iii) in the case of a telefacsimile transmission, the date and time of receipt as shown on the confirmation of the telefacsimile transmission, or (iv) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt,

(C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

8.11 Waiver. The failure of a person to insist upon strict performance of any of the Restrictions contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the Restrictions contained herein by the same or any other person.

8.12 Attorney's Fees. In the event any party initiates or defends any legal action or proceeding in any way connected with this Declaration, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including, without limitation, its reasonable costs and attorney's fees on any appeal). All such costs and attorney's fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

8.13 Severability. If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

8.14 Not a Partnership. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

8.15 No Third Party Beneficiary Rights. Except as to the Neighbors as defined in section 1.2(f) this Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

8.16 Captions and Headings. The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

8.17 Entire Agreement. This Declaration contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

8.18 Construction. In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

8.19 Joint and Several Obligations. In the event any party hereto is composed of more than one (1)

person, the obligations of said party shall be joint and several.

8.20 Recordation. This Declaration shall be recorded in the office of the recorder of Adams County, Nebraska.

8.21 Amendments and Restatement. These Amendments and Restatement of Declaration of Protective Covenants and Grant of Easements may be modified and amended from time to time pursuant to the provisions set forth herein. Any time any amendment, modification or restatement is made, the original filing date of May 5, 2006, shall control, except to the extent that said amendments, modifications and restatements vary or change the original provisions.

EXECUTED as of the date first set forth above.

ALLEN:
Kristin M. Allen
Allen Investments, L.L.C. A Nebraska
Limited Liability Company

By _____

STATE OF NEBRASKA)
) ss.
COUNTY OF ADAMS)

On this ____ day of _____, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Kristin M. Allen, to me known to be the Manager of Allen Investments, L.L.C., the Nebraska limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act. and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

Notary Public

The consenting owners, hereinafter set forth below, hereby consent to and approve the Amendments and Restatement of Declaration of Protective Covenants and Grant of Easements:

Lot 1:
Brian K. Bassett, Member of ENI Land
Development Co., L.L.C., A Nebraska
Limited Liability Company

Jon C. Jackson, Member of ENI Land
Development Co., L.L.C., A Nebraska
Limited Liability Company

By _____

By _____

Declaration shall be construed as a whole and not strictly for or against any party.

8.18 Construction. In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

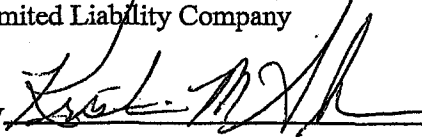
8.19 Joint and Several Obligations. In the event any party hereto is composed of more than one (1) person, the obligations of said party shall be joint and several.

8.20 Recordation. This Declaration shall be recorded in the office of the recorder of Adams County, Nebraska.

[REDACTED]
[REDACTED] may be modified and amended from time to time pursuant to the provisions set forth herein. Any time any amendment, modification or restatement is made, the original filing date of May 5, 2006, shall control, except to the extent that said amendments, modifications and restatements vary or change the original provisions.

EXECUTED as of the date first set forth above.

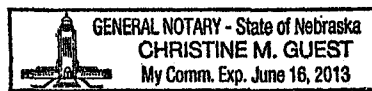
ALLEN:
Kristin M. Allen
Allen Investments, L.L.C. A Nebraska
Limited Liability Company

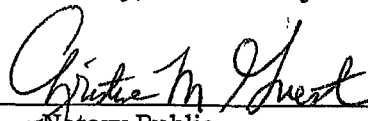
By, 

STATE OF NEBRASKA)
) ss.
COUNTY OF ADAMS)

On this 29th day of July, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Kristin M. Allen, to me known to be the Manager of Allen Investments, L.L.C., the Nebraska limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.




Notary Public

The consenting owners, hereinafter set forth below, hereby consent to and approve the Amendments and Restatement of Declaration of Protective Covenants and Grant of Easements:

Lot 1:

Brian K. Bassett, Member of ENI Land Development Co., L.L.C., A Nebraska Limited Liability Company

By

Brian K Bassett

Andrew Bassett, Member of ENI Land Development Co., L.L.C., A Nebraska Limited Liability Company

By

Andrew Bassett

Chad Beezley, Member of ENI Land Development Co., L.L.C., A Nebraska Limited Liability Company

By

Chad Beezley

Jon C. Jackson, Member of ENI Land Development Co., L.L.C., A Nebraska Limited Liability Company

By

Jon C Jackson

Ronnnett Kitten, Member of ENI Land Development Co., L.L.C., A Nebraska Limited Liability Company

By

Ronnnett M Kitten

Michael E. Theis, Member of ENI Land Development Co., L.L.C., A Nebraska Limited Liability Company

By

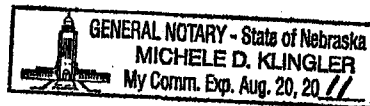
Michael E. Theis

STATE OF NEBRASKA)
) ss.
COUNTY OF ADAMS)

On this 29th day of July, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian K. Bassett, Jon C. Jackson, Andrew Bassett, Ronnett Kitten, Chad Beezley and Michael E. Theis, to me known to be all of the members of ENI Land Development Co., L.L.C., the Nebraska limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

Michele D. Klingler
Notary Public



Lot 1:

Brian K. Bassett, Member of ENI Land Development Co., L.L.C., A Nebraska Limited Liability Company

Jon C. Jackson, Member of ENI Land Development Co., L.L.C., A Nebraska Limited Liability Company

By _____

By _____

Joshua Yost, Member of ENI Land Development Co., L.L.C., A Nebraska Limited Liability Company

Ronnett Kitten, Member of ENI Land Development Co., L.L.C., A Nebraska Limited Liability Company

By _____

By _____

STATE OF NEBRASKA)
) ss.
COUNTY OF ADAMS)

On this ____ day of _____, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian K. Bassett, Jon C. Jackson, Joshua Yost and Ronnett Kitten, to me known to be all of the members of ENI Land Development Co., L.L.C., the Nebraska limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

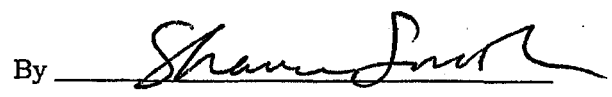
Notary Public

Lot 2:

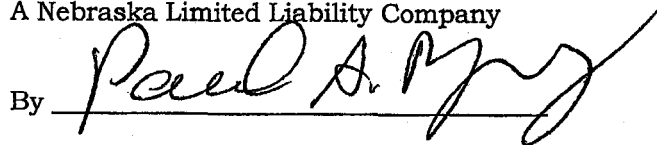
Radiology, L.L.C., by Daniel J. Herold, Member of South Shore Properties, L.L.C. A Nebraska Limited Liability Company

Radiology, L.L.C., by Shannon Smith, Member of South Shore Properties, L.L.C. A Nebraska Limited Liability Company

By 

By 

Radiology, L.L.C., by Paul A. Rodriguez Member of South Shore Properties., L.L.C., A Nebraska Limited Liability Company

By 

STATE OF NEBRASKA)
) ss.
COUNTY OF ADAMS)

On this 12 day of August, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel J. Herold, Shannon Smith and Paul A. Rodriguez, all of the members of Radiology, LLC, to me known to be one of the members of South Shore Properties, L.L.C., the Nebraska limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



Mary Aderholt
Notary Public

HOA Properties, L.L.C., by Gary Chingren,
Member of South Shore Properties, L.L.C.
A Nebraska Limited Liability Company

HOA Properties, L.L.C., by Barry A. Bohlen,
Member of South Shore Properties, L.L.C.
A Nebraska Limited Liability Company

By _____

By _____

STATE OF NEBRASKA)
) ss.
COUNTY OF ADAMS)

On this ____ day of _____, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Chingren and Barry A. Bohlen, all of the members of HOA Properties, LLC, to me known to be one of the members of South Shore Properties, L.L.C., the Nebraska limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF ADAMS)

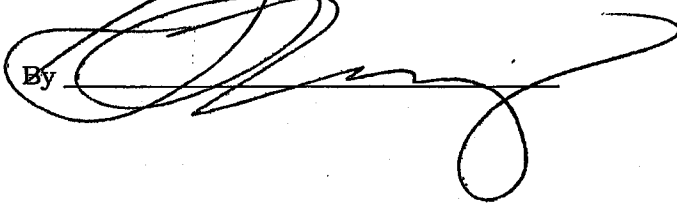
On this ____ day of _____, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel J. Herold, Shannon Smith and Paul A. Rodriguez, all of the members of Radiology, LLC, to me known to be one of the members of South Shore Properties, L.L.C., the Nebraska limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.


WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

Notary Public

HOA Properties, L.L.C., by Gary Chingren,
Member of South Shore Properties, L.L.C.
A Nebraska Limited Liability Company

HOA Properties, L.L.C., by Barry A. Bohlen,
Member of South Shore Properties, L.L.C.
A Nebraska Limited Liability Company

By 

By 

STATE OF NEBRASKA)
) ss.
COUNTY OF ADAMS)

On this 22 day of July, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Chingren and Barry A. Bohlen, all of the members of HOA Properties, LLC, to me known to be one of the members of South Shore Properties, L.L.C., the Nebraska limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.


Notary Public



Mary Lanning Memorial Hospital Association,
by Bradley Neet, Member of South Shore
Properties, L.L.C., A Nebraska Limited
Liability Company

By Bradley D Neet

STATE OF NEBRASKA)
) ss.
COUNTY OF ADAMS)

On this 26 day of July, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Bradley Neet for Mary Lanning Memorial Hospital Association, to me known to be one of the members of South Shore Properties, L.L.C., the Nebraska limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



Kelli A. Ockinga
Notary Public

Lot 3:

Kristin M. Allen, Manager of
Allen Investments, L.L.C. A Nebraska
Limited Liability Company

By *Kristin M Allen*

STATE OF NEBRASKA)
) ss.
COUNTY OF ADAMS)

On this 8th day of August, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Kristin M. Allen, to me known to be the manager of Allen Investments, L.L.C., the Nebraska limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



Christine M Guest
Notary Public

Lot 4:

Janice K. Niemeyer, Manager of
Restore Group, L.L.C., A Nebraska
Limited Liability Company

Sean M. Vonderfecht, Manager of
Restore Group, L.L.C., A Nebraska
Limited Liability Company

By _____

By _____

STATE OF NEBRASKA)
) ss.
COUNTY OF ADAMS)

On this ____ day of _____, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Janice K. Niemeyer and Sean M. Vonderfecht, to me known to be all of the managers of Restore Group, L.L.C., the Nebraska limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

Notary Public

Lot 3:

Kristin M. Allen, Manager of
Allen Investments, L.L.C. A Nebraska
Limited Liability Company

By _____

STATE OF NEBRASKA)
) ss.
COUNTY OF ADAMS)

On this ____ day of _____, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Kristin M. Allen, to me known to be the manager of Allen Investments, L.L.C., the Nebraska limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act. and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

Notary Public

Lot 4:

Janice K. Niemeyer, Manager of
Restore Group, L.L.C., A Nebraska
Limited Liability Company

Sean M. Vonderfecht, Manager of
Restore Group, L.L.C., A Nebraska
Limited Liability Company

By Janice K. Niemeyer

By Sean M. Vonderfecht

STATE OF NEBRASKA)
) ss.
COUNTY OF ADAMS)

On this 10 day of August, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Janice K. Niemeyer and Sean M. Vonderfecht, to me known to be all of the managers of Restore Group, L.L.C., the Nebraska limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

Mary Aderholt
Notary Public



Lot 5:

Kristin M. Allen, Manager of
Allen Investments, L.L.C. A Nebraska
Limited Liability Company

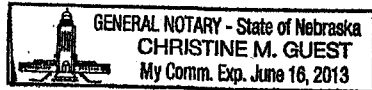
By *Kristin M. Allen*

STATE OF NEBRASKA)
) ss.
COUNTY OF ADAMS)

On this 8th day of August, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Kristin M. Allen, to me known to be the manager of Allen Investments, L.L.C., the Nebraska limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

Christine M. Guest
Notary Public



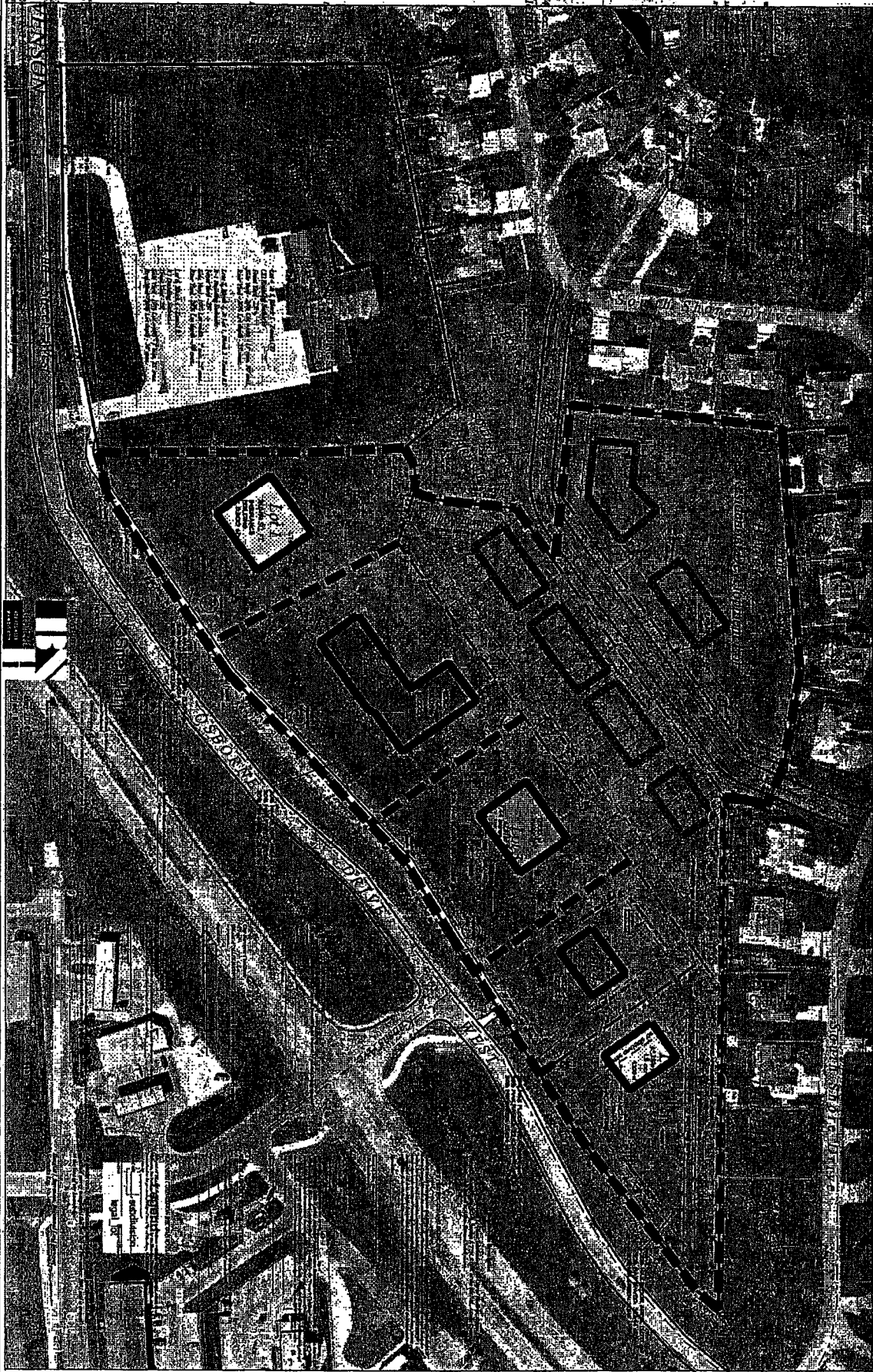
List of Exhibits and Schedules:

- Exhibit A - Amended Site Plan
- Exhibit B -- Common Area Maintenance Provisions (previously filed with the original Declaration of Protective Covenants and Grant of Easements on May 5, 2006, Instrument #20062026)
- Exhibit C -- Drainage Plan (previously filed with the original Declaration of Protective Covenants and Grant of Easements on May 5, 2006, Instrument #20062026)

North Burlington Ave.

SOUTH SHORE

South Shore Drive



ALLEN SECOND SUBDIVISION
AN ADDITION TO THE CITY OF EASTON, ADAMS COUNTY, NEBRASKA
FINAL PLAT
A REPLAT OF LOTS 1, 10TH & 11TH, BLOCK 1, ALLEN SUBDIVISION TO THE CITY
OF EASTON, LOCATED IN THE NE 1/4 OF SECTION 1, T1N, R10W, OF THE
6TH PM, IN THE CITY OF EASTON, ADAMS COUNTY, NEBRASKA