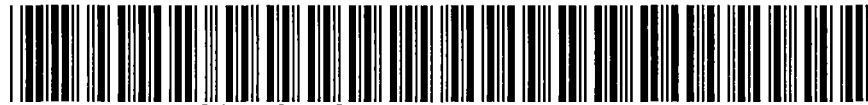




BK 0919 PG 560



MISC 1990 06194

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APPROVAL AND MODIFICATION

COMES NOW the undersigned, **Ray Anderson, Inc.**, owner of Lot 6, Crescent Oaks, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and one of the owners of Lots 6 through 10, inclusive, and Lot 14 (part of which is now Lots 1 through 7, inclusive, West Center Plaza, being a replat of Lot 14, Crescent Oaks, as surveyed, platted and recorded) and Lots 104 through 111, inclusive, Crescent Oaks Replat, being governed by the Declaration of Covenants, Conditions and Restrictions for said Lots, said declarations being dated and recorded February 14, 1978, in Book 593, at Page 405 of the Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska, (hereinafter "Declarations"), a copy of which are attached hereto and marked as Exhibit "A" and incorporated herein by reference as if fully set forth herein.

WITNESSETH:

WHEREAS, pursuant to the above described Declarations of Covenants, Conditions and Restrictions, the owners of said lots pursuant to said paragraphs 1 and 5 must approve in writing the plans and specifications of any building or structure, and the size, working and design of any sign, and

WHEREAS, pursuant to paragraph 7 of said Declarations, as amended by the Amendment to Declaration of Covenants, dated May 31, 1982, and recorded June 3, 1982 in Book 671, at Page 633 of the Miscellaneous Records in the Register of Deeds office in Douglas County, Nebraska, if the nature of the business requires outside storage of vehicles, then they shall be enclosed in by a suitable fence, and

WHEREAS, pursuant to paragraph 12 of said Declarations, every use shall be operated within completely enclosed structures, and

WHEREAS, pursuant to paragraph 14 of said Declarations, no merchandise, equipment or waste containers shall be kept, stored or displayed outside the confines of the building unless enclosed as set out in said Declarations.

RECEIVED

APR 12 11 15 AM '90

GEORGE J. WOLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

BK 919 N _____ C/O _____ FEE 295.⁵⁰
PG 566 N 85-364 DEL 14 MC WC
OF _____ COMP _____ F/B MI-8290

6194 J. Misc

MI-8295
85-409

WHEREAS, pursuant to paragraph 15 c. of said Declarations, said Declarations may be amended by the Declarant or the owners of the lots covered by said Declarations.

NOW THEREFORE, pursuant to paragraphs 1, 5, 7, 12, 14 and 15 of said Declarations, the undersigned owners approve and modify said Declarations as follows:

1. The plans and specifications, the sign to be used, and the use of premises, for the Reagan Oldsmobile building to be built for Sammy L. Reagan and T. G. Davis, Jr., who are purchasing Lots 1, 2, 3, 4, and 5 in West Center Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska from Dinwiddie Oldsmobile, Inc., the current owner of said lots, are hereby approved as set forth in said Declarations, a copy of said plans and specifications are attached hereto and marked as Exhibit "B" and incorporated herein by reference, as if fully set forth herein. (Which include Schedules C-1, C-2, C-3, A-1 and A-2 of the plans drafted by Krhovnek and Povondra Architects)

2. That pursuant to paragraph 7 of said Declarations, certain restrictions are placed on the use of the parking areas. That to the extent that the site plan is contrary to the requirements of paragraph 7 of said Declarations, said paragraph 7 is further amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

3. That pursuant to paragraphs 12 and 14 of said Declarations, every use of said premises shall be operated within completely enclosed structures, and no merchandise, equipment or waste shall be kept, stored, or displayed outside the confines of the building, that to the extent that the site plan is contrary to the requirements as set forth in said Declarations, paragraphs 12 and 14 are amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

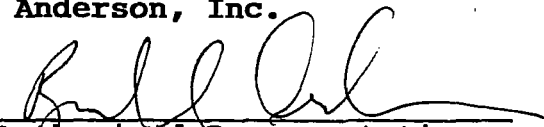
4. That these approvals and modification shall apply to Lots 1, 2, 3, 4 and 5 of West Center Plaza, Douglas County Nebraska and said modifications are made pursuant to paragraph 15 a. and 15 c. of said Declarations.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date described below.

Ray Anderson, Inc.

DATED JANUARY 26, 1990

BY

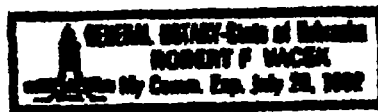

Authorized Representative

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 26 day of JANUARY 1990, before me the undersigned, a notary public in and for said county and state, personally came RAYMOND D. ANDERSON, PRESIDENT of Ray Anderson, Inc., known to me to be said individual, and they acknowledged that he has executed the same on behalf of said entity.

Witness my hand and seal the day and year last above written.


Notary Public



APPROVAL AND MODIFICATION

COMES NOW the undersigned, **Goodrich Dairy, Inc.**, formerly known as **Leche Investments, Inc.**, Lessee under a certain lease dated December 1, 1982, and of which "Notice of Lease" was recorded on December 13, 1982, at Book 681, Page 145, Miscellaneous Records, Douglas County, Nebraska and the "First Amendment to Lease Agreement", was dated October 1, 1988, and recorded November 7, 1988 at Book 867, Page 513, Miscellaneous Records, Douglas County, Nebraska, for the property legally described as follows: Lot 111, except Westerly 6325.1 square feet, Crescent Oaks Replat, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, which is one of the lots governed by the restrictive covenants referred to below for Lots 6 through 10, inclusive, and Lot 14 (part of which is now Lots 1 through 7, inclusive, West Center Plaza, being a replat of Lot 14, Crescent Oaks, as surveyed, platted and recorded), Crescent Oaks and Lots 104 through 111, inclusive, Crescent Oaks Replat, being governed by the Declaration of Covenants, Conditions and Restrictions for said Lots, said declarations being dated and recorded February 14, 1978, in Book 593, at Page 405 of the Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska, (hereinafter "Declarations"), a copy of which are attached hereto and marked as Exhibit "A" and incorporated herein by reference as if fully set forth herein.

WITNESSETH:

WHEREAS, **Goodrich Dairy, Inc.**, in furtherance of the purposes and pursuant to Section 18-1614 to 18-1623, now Sections 13-1101 to 13-1110, Reissued Revised Statutes of Nebraska, 1943, as amended (hereinafter referred to as the "Act"), leased the above described real estate in the name of **Leche Investments, Inc.**, now known as **Goodrich Dairy, Inc.**, from the County of Sarpy, Nebraska, pursuant to said Act, and therefore, has an interest in said real property, described as Lot 111, except Westerly 6325.1 square feet, Crescent Oaks Replat, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and

WHEREAS, pursuant to the above described Declarations of Covenants, Conditions and Restrictions, the owners of said lots pursuant to said paragraphs 1 and 5 must approve in writing the plans and specifications of any building or structure, and the size, working and design of any sign, and

WHEREAS, pursuant to paragraph 7 of said Declarations, as amended by the Amendment to Declaration of Covenants, dated May 31, 1982, and recorded June 3, 1982 in Book 671, at Page 633 of the Miscellaneous Records in the Register of Deeds office in Douglas County, Nebraska, if the nature of the business requires outside storage of vehicles, then they shall be enclosed in by a suitable fence, and

WHEREAS, pursuant to paragraph 12 of said Declarations, every use shall be operated within completely enclosed structures, and

WHEREAS, pursuant to paragraph 14 of said Declarations, no merchandise, equipment or waste containers shall be kept, stored or displayed outside the confines of the building unless enclosed as set out in said Declarations.

WHEREAS, pursuant to paragraph 15 a. of said Declarations, exceptions or modifications to said Declarations may be made by the Declarant or the owners of the lots covered by said Declarations.

NOW THEREFORE, pursuant to paragraphs 1, 5, 7, 12, 14 and 15 of said Declarations, the undersigned approve and modify said Declarations as follows:

1. The plans and specifications, the sign to be used, and the use of premises, for the Reagan Oldsmobile building to be built for Sammy L. Reagan and T. G. Davis, Jr., who are purchasing Lots 1, 2, 3, 4, and 5 in West Center Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska from Dinwiddie Oldsmobile, Inc., the current owner of said lots, are hereby approved as set forth in

said Declarations, a copy of said plans and specifications are attached hereto and marked as Exhibit "B" and incorporated herein by reference, as if fully set forth herein. (Which include Schedules C-1, C-2, C-3, A-1 and A-2 of the plans drafted by Krhovnek and Povondra Architects)

2. That pursuant to paragraph 7 of said Declarations, certain restrictions are placed on the use of the parking areas. That to the extent that the site plan is contrary to the requirements of paragraph 7 of said Declarations, said paragraph 7 is further modified; and the undersigned approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

3. That pursuant to paragraphs 12 and 14 of said Declarations, every use of said premises shall be operated within completely enclosed structures, and no merchandise, equipment or waste shall be kept, stored, or displayed outside the confines of the building, that to the extent that the site plan is contrary to the requirements as set forth in said Declarations, paragraphs 12 and 14 are modified; and the undersigned approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

4. That these approvals and modification shall apply to Lots 1, 2, 3, 4 and 5 of West Center Plaza, Douglas County Nebraska and said modifications are made pursuant to paragraph 15 a. and 15 c. of said Declarations.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date described below.

Goodrich Dairy, Inc., formerly
known as Leche Investments, Inc.

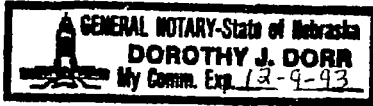
DATED 2/12/90

BY 
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 12th day of FEBRUARY 1990, before me the undersigned, a notary public in and for said county and state, personally came, **President of Goodrich Dairy, Inc.**, known to me to be said individual, and he acknowledged that he has executed the same on behalf of said entity.

Witness my hand and seal the day and year last above written.



Dorothy J. Dorr
Notary Public

APPROVAL AND MODIFICATION

COMES NOW the undersigned, **Southwest Partnership**, owner of Lot 7, Crescent Oaks, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and one of the owners of Lots 6 through 10, inclusive, and Lot 14 (part of which is now Lots 1 through 7, inclusive, West Center Plaza, being a replat of Lot 14, Crescent Oaks, as surveyed, platted and recorded) and Lots 104 through 111, inclusive, Crescent Oaks Replat, being governed by the Declaration of Covenants, Conditions and Restrictions for said Lots, said declarations being dated and recorded February 14, 1978, in Book 593, at Page 405 of the Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska, (hereinafter "Declarations"), a copy of which are attached hereto and marked as Exhibit "A" and incorporated herein by reference as if fully set forth herein.

WITNESSETH:

WHEREAS, pursuant to the above described Declarations of Covenants, Conditions and Restrictions, the owners of said lots pursuant to said paragraphs 1 and 5 must approve in writing the plans and specifications of any building or structure, and the size, working and design of any sign, and

WHEREAS, pursuant to paragraph 7 of said Declarations, as amended by the Amendment to Declaration of Covenants, dated May 31, 1982, and recorded June 3, 1982 in Book 671, at Page 633 of the Miscellaneous Records in the Register of Deeds office in Douglas County, Nebraska, if the nature of the business requires outside storage of vehicles, then they shall be enclosed in by a suitable fence, and

WHEREAS, pursuant to paragraph 12 of said Declarations, every use shall be operated within completely enclosed structures, and

WHEREAS, pursuant to paragraph 14 of said Declarations, no merchandise, equipment or waste containers shall be kept, stored or displayed outside the confines of the building unless enclosed as set out in said Declarations.

WHEREAS, pursuant to paragraph 15 c. of said Declarations, said Declarations may be amended by the Declarant or the owners of the lots covered by said Declarations.

NOW THEREFORE, pursuant to paragraphs 1, 5, 7, 12, 14 and 15 of said Declarations, the undersigned owners approve and modify said Declarations as follows:

1. The plans and specifications, the sign to be used, and the use of premises, for the Reagan Oldsmobile building to be built for Sammy L. Reagan and T. G. Davis, Jr., who are purchasing Lots 1, 2, 3, 4, and 5 in West Center Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska from Dinwiddie Oldsmobile, Inc., the current owner of said lots, are hereby approved as set forth in said Declarations, a copy of said plans and specifications are attached hereto and marked as Exhibit "B" and incorporated herein by reference, as if fully set forth herein. (Which include Schedules C-1, C-2, C-3, A-1 and A-2 of the plans drafted by Krhovnek and Povondra Architects)

2. That pursuant to paragraph 7 of said Declarations, certain restrictions are placed on the use of the parking areas. That to the extent that the site plan is contrary to the requirements of paragraph 7 of said Declarations, said paragraph 7 is further amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

3. That pursuant to paragraphs 12 and 14 of said Declarations, every use of said premises shall be operated within completely enclosed structures, and no merchandise, equipment or waste shall be kept, stored, or displayed outside the confines of the building, that to the extent that the site plan is contrary to the requirements as set forth in said Declarations, paragraphs 12 and 14 are amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile

as approved by the City of Omaha, Nebraska.

4. That these approvals and modification shall apply to Lots 1, 2, 3, 4 and 5 of West Center Plaza, Douglas County Nebraska and said modifications are made pursuant to paragraph 15 a. and 15 c. of said Declarations.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date described below.

Southwest Partnership

DATED 1-29-90

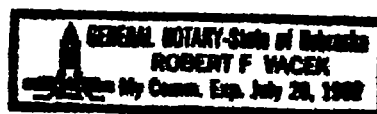
BY [Signature]
Authorized Representative

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 29 day of JANUARY 1990, before me the undersigned, a notary public in and for said county and state, personally came CHARLES W. WATKINS, II, A PARTNER of **Southwest Partnership**, known to me to be said individual, and they acknowledged that he/she has executed the same on behalf of said entity.

Witness my hand and seal the day and year last above written.

[Signature]
Notary Public



APPROVAL AND MODIFICATION

COMES NOW the undersigned, one of the owners of Lots 6 through 10, inclusive, and Lot 14 (now lots 1 through 7, inclusive, West Center Plaza, being a replat of Lot 14, Crescent Oaks, as surveyed, platted and recorded) and Lots 104 through 111, inclusive, Crescent Oaks Replat, being governed by the Declaration of Covenants, Conditions and Restrictions for said Lots, said declarations being dated and recorded February 14, 1978, in Book 593, at Page 405 of the Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska, (hereinafter "Declarations"), a copy of which are attached hereto and marked as Exhibit "A" and incorporated herein by reference as if fully set forth herein.

WITNESSETH:

WHEREAS, pursuant to the above described Declarations of Covenants, Conditions and Restrictions, the owners of said lots pursuant to said paragraphs 1 and 5 must approve in writing the plans and specifications of any building or structure, and the size, working and design of any sign, and

WHEREAS, pursuant to paragraph 7 of said Declarations, as amended by the Amendment to Declaration of Covenants, dated May 31, 1982, and recorded June 3, 1982 in Book 671, at Page 633 of the Miscellaneous Records in the Register of Deeds office in Douglas County, Nebraska, if the nature of the business requires outside storage of vehicles, then they shall be enclosed in by a suitable fence, and

WHEREAS, pursuant to paragraph 12 of said Declarations, every use shall be operated within completely enclosed structures, and

WHEREAS, pursuant to paragraph 14 of said Declarations, no merchandise, equipment or waste containers shall be kept, stored or displayed outside the confines of the building unless enclosed as set out in said Declarations.

WHEREAS, pursuant to paragraph 15 c. of said Declarations, said Declarations may be amended by the Declarant or the owners of the lots covered by said Declarations.

NOW THEREFORE, pursuant to paragraphs 1, 5, 7, 12, 14 and 15 of said Declarations, the undersigned owners approve and modify said Declarations as follows:

1. The plans and specifications, the sign to be used, and the use of premises, for the Reagan Oldsmobile building to be built for Sammy L. Reagan and T. G. Davis, Jr., who are purchasing Lots 1, 2, 3, 4, and 5 in West Center Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska from Dinwiddie Oldsmobile, Inc., the current owner of said lots, are hereby approved as set forth in said Declarations, a copy of said plans and specifications are attached hereto and marked as Exhibit "B" and incorporated herein by reference, as if fully set forth herein. (Which include Schedules C-1, C-2, C-3, A-1 and A-2 of the plans drafted by Krhovnek and Povondra Architects)

2. That pursuant to paragraph 7 of said Declarations, certain restrictions are placed on the use of the parking areas. That to the extent that the site plan is contrary to the requirements of paragraph 7 of said Declarations, said paragraph 7 is further amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

3. That pursuant to paragraphs 12 and 14 of said Declarations, every use of said premises shall be operated within completely enclosed structures, and no merchandise, equipment or waste shall be kept, stored, or displayed outside the confines of the building, that to the extent that the site plan is contrary to the requirements as set forth in said Declarations, paragraphs 12 and 14 are amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

4. That these approvals and modification shall apply to Lots 1, 2, 3, 4 and 5 of West Center Plaza, Douglas County Nebraska

and said modifications are made pursuant to paragraph 15 a. and 15 c. of said Declarations.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date described below.

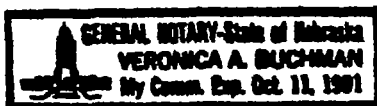
M/-
8295

DATED Lat 8-9-10-109-110
CRESCENT OAKS DOUGLAS COUNTY, NEBRASKA CRESCENT OAKS REPLAT
 DATED _____ MI-Crescent Limited Partnership.
 DATED 1-12-89 [Signature] G.P.
 DATED _____
 DATED _____
 DATED _____
 DATED _____
 DATED _____
 DATED _____
 DATED _____
 DATED _____
 DATED _____
 DATED _____
 DATED _____

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On this 12th day of January, 1990, before me the undersigned, a notary public in and for said county and state, personally came the above owners, known to me to be said individual, and they acknowledged that they have executed the same as their voluntary act and deed.

Witness my hand and seal the day and year last above written.



[Signature]
 Notary Public

APPROVAL AND MODIFICATION

COMES NOW the undersigned, B & H, Ltd., owner of Lot 104, Crescent Oaks Replat, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and one of the owners of Lots 6 through 10, inclusive, and Lot 14 (part of which is now Lots 1 through 7, inclusive, West Center Plaza, being a replat of Lot 14, Crescent Oaks, as surveyed, platted and recorded) and Lots 104 through 111, inclusive, Crescent Oaks Replat, being governed by the Declaration of Covenants, Conditions and Restrictions for said Lots, said declarations being dated and recorded February 14, 1978, in Book 593, at Page 405 of the Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska, (hereinafter "Declarations"), a copy of which are attached hereto and marked as Exhibit "A" and incorporated herein by reference as if fully set forth herein.

WITNESSETH:

WHEREAS, pursuant to the above described Declarations of Covenants, Conditions and Restrictions, the owners of said lots pursuant to said paragraphs 1 and 5 must approve in writing the plans and specifications of any building or structure, and the size, working and design of any sign, and

WHEREAS, pursuant to paragraph 7 of said Declarations, as amended by the Amendment to Declaration of Covenants, dated May 31, 1982, and recorded June 3, 1982 in Book 671, at Page 633 of the Miscellaneous Records in the Register of Deeds office in Douglas County, Nebraska, if the nature of the business requires outside storage of vehicles, then they shall be enclosed in by a suitable fence, and

WHEREAS, pursuant to paragraph 12 of said Declarations, every use shall be operated within completely enclosed structures, and

WHEREAS, pursuant to paragraph 14 of said Declarations, no merchandise, equipment or waste containers shall be kept, stored or displayed outside the confines of the building unless enclosed as set out in said Declarations.

WHEREAS, pursuant to paragraph 15 a. of said Declarations, exceptions or modifications to said Declarations may be made by the Declarant or the owners of the lots covered by said Declarations.

NOW THEREFORE, pursuant to paragraphs 1, 5, 7, 12, 14 and 15 of said Declarations, the undersigned owners approve and modify said Declarations as follows:

1. The plans and specifications, and the signs to be used, as shown on attached Exhibit A-3 and the use of premises, for the Reagan Oldsmobile building to be built for Sammy L. Reagan and T. G. Davis, Jr., who are purchasing Lots 1, 2, 3, 4, and 5 in West Center Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska from Dinwiddie Oldsmobile, Inc., the current owner of said lots, are hereby approved as set forth in said Declarations, a copy of said plans and specifications are attached hereto and marked as Exhibit "B" and incorporated herein by reference, as if fully set forth herein. (Which include Schedules C-1, C-2, C-3, A-1, A-2 and A-3 of the plans drafted by Krhovnek and Povondra Architects)

2. That pursuant to paragraph 7 of said Declarations, certain restrictions are placed on the use of the parking areas. That to the extent that the site plan is contrary to the requirements of paragraph 7 of said Declarations, said paragraph 7 is further modified; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

3. That pursuant to paragraphs 12 and 14 of said Declarations, every use of said premises shall be operated within completely enclosed structures, and no merchandise, equipment or waste shall be kept, stored, or displayed outside the confines of the building, that to the extent that the site plan is contrary to the requirements as set forth in said Declarations, paragraphs 12 and 14 are modified; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in

the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

4. That these approvals and modification shall apply to Lots 1, 2, 3, 4 and 5 of West Center Plaza, Douglas County Nebraska and said modifications are made pursuant to paragraph 15 a. of said Declarations.

5. The undersigned owner reserves the right to approve any change in these plans.

6. The modification set forth herein shall affect only Lots 1, 2, 3, 4 and 5 of West Center Plaza, a subdivision in Douglas County, Nebraska, and do not invalidate the covenants or affect their application, except as specifically provided herein.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date described below.

B & H, LTD.

DATED

1/31/90

BY

Stanley J. Harless
Stanley J. Harless
General Partner

STATE OF NEBRASKA)

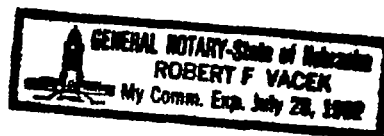
) ss.

COUNTY OF DOUGLAS)

On this 31 day of January, 1990, before me the undersigned, a notary public in and for said county and state, personally came **Stanley J. Harless, General Partner of B & H, Ltd.**, known to me to be said individual, and he acknowledged that he has executed the same on behalf of said entity.

Witness my hand and seal the day and year last above written.

Robert F. Vacek
Notary Public



APPROVAL AND MODIFICATION

COMES NOW the undersigned, **Boyd F. Lauritsen and M. Judith Lauritsen**, husband and wife, owners of Lot 106, Crescent Oaks Replat, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and one of the owners of Lots 6 through 10, inclusive, and Lot 14 (part of which is now Lots 1 through 7, inclusive, West Center Plaza, being a replat of Lot 14, Crescent Oaks, as surveyed, platted and recorded) and Lots 104 through 111, inclusive, Crescent Oaks Replat, being governed by the Declaration of Covenants, Conditions and Restrictions for said Lots, said declarations being dated and recorded February 14, 1978, in Book 593, at Page 405 of the Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska, (hereinafter "Declarations"), a copy of which are attached hereto and marked as Exhibit "A" and incorporated herein by reference as if fully set forth herein.

WITNESSETH:

WHEREAS, pursuant to the above described Declarations of Covenants, Conditions and Restrictions, the owners of said lots pursuant to said paragraphs 1 and 5 must approve in writing the plans and specifications of any building or structure, and the size, working and design of any sign, and

WHEREAS, pursuant to paragraph 7 of said Declarations, as amended by the Amendment to Declaration of Covenants, dated May 31, 1982, and recorded June 3, 1982 in Book 671, at Page 633 of the Miscellaneous Records in the Register of Deeds office in Douglas County, Nebraska, if the nature of the business requires outside storage of vehicles, then they shall be enclosed in by a suitable fence, and

WHEREAS, pursuant to paragraph 12 of said Declarations, every use shall be operated within completely enclosed structures, and

WHEREAS, pursuant to paragraph 14 of said Declarations, no merchandise, equipment or waste containers shall be kept, stored or displayed outside the confines of the building unless enclosed as set out in said Declarations.

WHEREAS, pursuant to paragraph 15 c. of said Declarations, said Declarations may be amended by the Declarant or the owners of the lots covered by said Declarations.

NOW THEREFORE, pursuant to paragraphs 1, 5, 7, 12, 14 and 15 of said Declarations, the undersigned owners approve and modify said Declarations as follows:

1. The plans and specifications, the sign to be used, and the use of premises, for the Reagan Oldsmobile building to be built for Sammy L. Reagan and T. G. Davis, Jr., who are purchasing Lots 1, 2, 3, 4, and 5 in West Center Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska from Dinwiddie Oldsmobile, Inc., the current owner of said lots, are hereby approved as set forth in said Declarations, a copy of said plans and specifications are attached hereto and marked as Exhibit "B" and incorporated herein by reference, as if fully set forth herein. (Which include Schedules C-1, C-2, C-3, A-1 and A-2 of the plans drafted by Krhovnek and Povondra Architects)

2. That pursuant to paragraph 7 of said Declarations, certain restrictions are placed on the use of the parking areas. That to the extent that the site plan is contrary to the requirements of paragraph 7 of said Declarations, said paragraph 7 is further amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

3. That pursuant to paragraphs 12 and 14 of said Declarations, every use of said premises shall be operated within completely enclosed structures, and no merchandise, equipment or waste shall be kept, stored, or displayed outside the confines of the building, that to the extent that the site plan is contrary to the requirements as set forth in said Declarations, paragraphs 12 and 14 are amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

4. That these approvals and modification shall apply to Lots 1, 2, 3, 4 and 5 of West Center Plaza, Douglas County Nebraska and said modifications are made pursuant to paragraph 15 a. and 15 c. of said Declarations.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date described below.

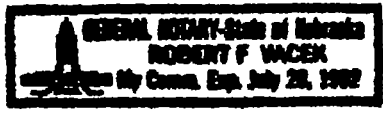
DATED 2-2-90 Boyd F. Lauritsen
DATED 2-2-90 M. Judith Lauritsen

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 2 day of FEBRUARY 1990, before me the undersigned, a notary public in and for said county and state, personally came Boyd F. Lauritsen and M. Judith Lauritsen, known to me to be said individuals, and acknowledged that they have executed the same as their voluntary act and deed.

Witness my hand and seal the day and year last above written.

Robert F. Vacek
Notary Public



APPROVAL AND MODIFICATION

COMES NOW the undersigned, **Loren E. Bender and Sandra K. Bender**, husband and wife, owners of Lot 105 and the West 6325.21 square feet of Lot 111, Crescent Oaks Replat, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and one of the owners of Lots 6 through 10, inclusive, and Lot 14 (part of which is now Lots 1 through 7, inclusive, West Center Plaza, being a replat of Lot 14, Crescent Oaks, as surveyed, platted and recorded) and Lots 104 through 111, inclusive, Crescent Oaks Replat, being governed by the Declaration of Covenants, Conditions and Restrictions for said Lots, said declarations being dated and recorded February 14, 1978, in Book 593, at Page 405 of the Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska, (hereinafter "Declarations"), a copy of which are attached hereto and marked as Exhibit "A" and incorporated herein by reference as if fully set forth herein.

WITNESSETH:

WHEREAS, pursuant to the above described Declarations of Covenants, Conditions and Restrictions, the owners of said lots pursuant to said paragraphs 1 and 5 must approve in writing the plans and specifications of any building or structure, and the size, working and design of any sign, and

WHEREAS, pursuant to paragraph 7 of said Declarations, as amended by the Amendment to Declaration of Covenants, dated May 31, 1982, and recorded June 3, 1982 in Book 671, at Page 633 of the Miscellaneous Records in the Register of Deeds office in Douglas County, Nebraska, if the nature of the business requires outside storage of vehicles, then they shall be enclosed in by a suitable fence, and

WHEREAS, pursuant to paragraph 12 of said Declarations, every use shall be operated within completely enclosed structures, and

WHEREAS, pursuant to paragraph 14 of said Declarations, no merchandise, equipment or waste containers shall be kept, stored

or displayed outside the confines of the building unless enclosed as set out in said Declarations.

WHEREAS, pursuant to paragraph 15 c. of said Declarations, said Declarations may be amended by the Declarant or the owners of the lots covered by said Declarations.

NOW THEREFORE, pursuant to paragraphs 1, 5, 7, 12, 14 and 15 of said Declarations, the undersigned owners approve and modify said Declarations as follows:

1. The plans and specifications, the sign to be used, and the use of premises, for the Reagan Oldsmobile building to be built for Sammy L. Reagan and T. G. Davis, Jr., who are purchasing Lots 1, 2, 3, 4, and 5 in West Center Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska from Dinwiddie Oldsmobile, Inc., the current owner of said lots, are hereby approved as set forth in said Declarations, a copy of said plans and specifications are attached hereto and marked as Exhibit "B" and incorporated herein by reference, as if fully set forth herein. (Which include Schedules C-1, C-2, C-3, A-1 and A-2 of the plans drafted by Krhovnek and Povondra Architects)

2. That pursuant to paragraph 7 of said Declarations, certain restrictions are placed on the use of the parking areas. That to the extent that the site plan is contrary to the requirements of paragraph 7 of said Declarations, said paragraph 7 is further amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

3. That pursuant to paragraphs 12 and 14 of said Declarations, every use of said premises shall be operated within completely enclosed structures, and no merchandise, equipment or waste shall be kept, stored, or displayed outside the confines of the building, that to the extent that the site plan is contrary to the requirements as set forth in said Declarations, paragraphs 12 and 14 are amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in

the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

4. That these approvals and modification shall apply to Lots 1, 2, 3, 4 and 5 of West Center Plaza, Douglas County Nebraska and said modifications are made pursuant to paragraph 15 a. and 15 c. of said Declarations.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date described below.

DATED 1-29-90 Loren E. Bender
Loren E. Bender

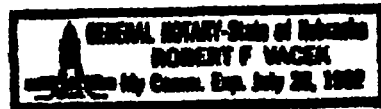
DATED 1-29-90 Sandra K. Bender
Sandra K. Bender

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 29 day of JANUARY 1990, before me the undersigned, a notary public in and for said county and state, personally came **Loren E. Bender and Sandra K. Bender**, known to me to be said individuals, and acknowledged that they have executed the same as their voluntary act and deed.

Witness my hand and seal the day and year last above written.

Robert F. Vacek
Notary Public



APPROVAL AND MODIFICATION

COMES NOW the undersigned, **County of Sarpy, Nebraska**, owner of Lot 111, except Westerly 6325.21 square feet, Crescent Oaks Replat, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and one of the owners of Lots 6 through 10, inclusive, and Lot 14 (part of which is now Lots 1 through 7, inclusive, West Center Plaza, being a replat of Lot 14, Crescent Oaks, as surveyed, platted and recorded) Crescent Oaks, and Lots 104 through 111, inclusive, Crescent Oaks Replat, being governed by the Declaration of Covenants, Conditions and Restrictions for said Lots, said declarations being dated and recorded February 14, 1978, in Book 593, at Page 405 of the Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska, (hereinafter "Declarations"), a copy of which are attached hereto and marked as Exhibit "A" and incorporated herein by reference as if fully set forth herein.

WITNESSETH:

WHEREAS, pursuant to the above described Declarations of Covenants, Conditions and Restrictions, the owners of said lots pursuant to said paragraphs 1 and 5 must approve in writing the plans and specifications of any building or structure, and the size, working and design of any sign, and

WHEREAS, pursuant to paragraph 7 of said Declarations, as amended by the Amendment to Declaration of Covenants, dated May 31, 1982, and recorded June 3, 1982 in Book 671, at Page 633 of the Miscellaneous Records in the Register of Deeds office in Douglas County, Nebraska, if the nature of the business requires outside storage of vehicles, then they shall be enclosed in by a suitable fence, and

WHEREAS, pursuant to paragraph 12 of said Declarations, every use shall be operated within completely enclosed structures, and

WHEREAS, pursuant to paragraph 14 of said Declarations, no merchandise, equipment or waste containers shall be kept, stored

or displayed outside the confines of the building unless enclosed as set out in said Declarations.

WHEREAS, pursuant to paragraph 15 c. of said Declarations, said Declarations may be amended by the Declarant or the owners of the lots covered by said Declarations.

NOW THEREFORE, pursuant to paragraphs 1, 5, 7, 12, 14 and 15 of said Declarations, the undersigned owners approve and modify said Declarations as follows:

1. The plans and specifications, the sign to be used, and the use of premises, for the Reagan Oldsmobile building to be built for Sammy L. Reagan and T. G. Davis, Jr., who are purchasing Lots 1, 2, 3, 4, and 5 in West Center Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska from Dinwiddie Oldsmobile, Inc., the current owner of said lots, are hereby approved as set forth in said Declarations, a copy of said plans and specifications are attached hereto and marked as Exhibit "B" and incorporated herein by reference, as if fully set forth herein. (Which include Schedules C-1, C-2, C-3, A-1 and A-2 of the plans drafted by Krhovnek and Povondra Architects)

2. That pursuant to paragraph 7 of said Declarations, certain restrictions are placed on the use of the parking areas. That to the extent that the site plan is contrary to the requirements of paragraph 7 of said Declarations, said paragraph 7 is further amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

3. That pursuant to paragraphs 12 and 14 of said Declarations, every use of said premises shall be operated within completely enclosed structures, and no merchandise, equipment or waste shall be kept, stored, or displayed outside the confines of the building, that to the extent that the site plan is contrary to the requirements as set forth in said Declarations, paragraphs 12 and 14 are amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in

the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

4. That these approvals and modification shall apply to Lots 1, 2, 3, 4 and 5 of West Center Plaza, Douglas County Nebraska and said modifications are made pursuant to paragraph 15 a. and 15 c. of said Declarations.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date described below.

County of Sarpy, Nebraska

DATED 2-13-90

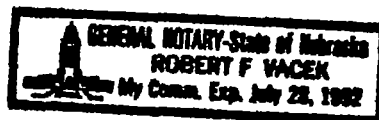
BY Edward F. Gilbert
Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 13 day of FEBRUARY 1990, before me the undersigned, a notary public in and for said county and state, personally came EDWARD F. GILBERT, Chairman of the Board of Commissioners of **County of Sarpy, Nebraska**, known to me to be said individual, and they acknowledged that he has executed the same on behalf of said Sarpy County, Nebraska.

Witness my hand and seal the day and year last above written.

Robert F. Vacek
Notary Public



APPROVAL AND MODIFICATION

COMES NOW the undersigned, one of the owners of Lots 6 through 10, inclusive, and Lot 14 (now lots 1 through 7, inclusive, West Center Plaza, being a replat of Lot 14, Crescent Oaks, as surveyed, platted and recorded) and Lots 104 through 111, inclusive, Crescent Oaks Replat, being governed by the Declaration of Covenants, Conditions and Restrictions for said Lots, said declarations being dated and recorded February 14, 1978, in Book 593, at Page 405 of the Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska, (hereinafter "Declarations"), a copy of which are attached hereto and marked as Exhibit "A" and incorporated herein by reference as if fully set forth herein.

WITNESSETH:

WHEREAS, pursuant to the above described Declarations of Covenants, Conditions and Restrictions, the owners of said lots pursuant to said paragraphs 1 and 5 must approve in writing the plans and specifications of any building or structure, and the size, working and design of any sign, and

WHEREAS, pursuant to paragraph 7 of said Declarations, as amended by the Amendment to Declaration of Covenants, dated May 31, 1982, and recorded June 3, 1982 in Book 671, at Page 633 of the Miscellaneous Records in the Register of Deeds office in Douglas County, Nebraska, if the nature of the business requires outside storage of vehicles, then they shall be enclosed in by a suitable fence, and

WHEREAS, pursuant to paragraph 12 of said Declarations, every use shall be operated within completely enclosed structures, and

WHEREAS, pursuant to paragraph 14 of said Declarations, no merchandise, equipment or waste containers shall be kept, stored or displayed outside the confines of the building unless enclosed as set out in said Declarations.

WHEREAS, pursuant to paragraph 15 c. of said Declarations, said Declarations may be amended by the Declarant or the owners of the lots covered by said Declarations.

NOW THEREFORE, pursuant to paragraphs 1, 5, 7, 12, 14 and 15 of said Declarations, the undersigned owners approve and modify said Declarations as follows:

1. The plans and specifications, the sign to be used, and the use of premises, for the Reagan Oldsmobile building to be built for Sammy L. Reagan and T. G. Davis, Jr., who are purchasing Lots 1, 2, 3, 4, and 5 in West Center Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska from Dinwiddie Oldsmobile, Inc., the current owner of said lots, are hereby approved as set forth in said Declarations, a copy of said plans and specifications are attached hereto and marked as Exhibit "B" and incorporated herein by reference, as if fully set forth herein. (Which include Schedules C-1, C-2, C-3, A-1 and A-2 of the plans drafted by Krhovnek and Povondra Architects)

2. That pursuant to paragraph 7 of said Declarations, certain restrictions are placed on the use of the parking areas. That to the extent that the site plan is contrary to the requirements of paragraph 7 of said Declarations, said paragraph 7 is further amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

3. That pursuant to paragraphs 12 and 14 of said Declarations, every use of said premises shall be operated within completely enclosed structures, and no merchandise, equipment or waste shall be kept, stored, or displayed outside the confines of the building, that to the extent that the site plan is contrary to the requirements as set forth in said Declarations, paragraphs 12 and 14 are amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

4. That these approvals and modification shall apply to Lots 1, 2, 3, 4 and 5 of West Center Plaza, Douglas County Nebraska

and said modifications are made pursuant to paragraph 15 a. and 15 c. of said Declarations.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date described below.

HOME HOLDING CORPORATION

DATED January 23, 1990

By: Kenneth W. Coats
Kenneth W. Coats, President
Owner of Lot 107, Crescent Oaks
Replat, Douglas County, Nebraska

DATED _____

DATED _____

DATED _____

DATED _____

DATED _____

DATED _____

DATED _____

DATED _____

DATED _____

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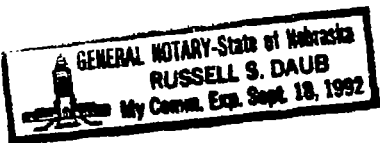
DATED _____

DATED _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 23rd day of January, 1990, before me the undersigned, personally came Kenneth W. Coats, President of Home Holding Corporation, a corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and seal the day and year last above written.



Russell S. Daub
Notary Public

APPROVAL AND MODIFICATION

COMES NOW the undersigned, **Gorilla Systems, Inc.**, owner of Lot 108, Crescent Oaks Replat, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and one of the owners of Lots 6 through 10, inclusive, and Lot 14 (part of which is now Lots 1 through 7, inclusive, West Center Plaza, being a replat of Lot 14, Crescent Oaks, as surveyed, platted and recorded) and Lots 104 through 111, inclusive, Crescent Oaks Replat, being governed by the Declaration of Covenants, Conditions and Restrictions for said Lots, said declarations being dated and recorded February 14, 1978, in Book 593, at Page 405 of the Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska, (hereinafter "Declarations"), a copy of which are attached hereto and marked as Exhibit "A" and incorporated herein by reference as if fully set forth herein.

WITNESSETH:

WHEREAS, pursuant to the above described Declarations of Covenants, Conditions and Restrictions, the owners of said lots pursuant to said paragraphs 1 and 5 must approve in writing the plans and specifications of any building or structure, and the size, working and design of any sign, and

WHEREAS, pursuant to paragraph 7 of said Declarations, as amended by the Amendment to Declaration of Covenants, dated May 31, 1982, and recorded June 3, 1982 in Book 671, at Page 633 of the Miscellaneous Records in the Register of Deeds office in Douglas County, Nebraska, if the nature of the business requires outside storage of vehicles, then they shall be enclosed in by a suitable fence, and

WHEREAS, pursuant to paragraph 12 of said Declarations, every use shall be operated within completely enclosed structures, and

WHEREAS, pursuant to paragraph 14 of said Declarations, no merchandise, equipment or waste containers shall be kept, stored or displayed outside the confines of the building unless enclosed as set out in said Declarations.

WHEREAS, pursuant to paragraph 15 c. of said Declarations, said Declarations may be amended by the Declarant or the owners of the lots covered by said Declarations.

NOW THEREFORE, pursuant to paragraphs 1, 5, 7, 12, 14 and 15 of said Declarations, the undersigned owners approve and modify said Declarations as follows:

1. The plans and specifications, the sign to be used, and the use of premises, for the Reagan Oldsmobile building to be built for Sammy L. Reagan and T. G. Davis, Jr., who are purchasing Lots 1, 2, 3, 4, and 5 in West Center Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska from Dinwiddie Oldsmobile, Inc., the current owner of said lots, are hereby approved as set forth in said Declarations, a copy of said plans and specifications are attached hereto and marked as Exhibit "B" and incorporated herein by reference, as if fully set forth herein. (Which include Schedules C-1, C-2, C-3, A-1 and A-2 of the plans drafted by Krhovnek and Povondra Architects)

2. That pursuant to paragraph 7 of said Declarations, certain restrictions are placed on the use of the parking areas. That to the extent that the site plan is contrary to the requirements of paragraph 7 of said Declarations, said paragraph 7 is further amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

3. That pursuant to paragraphs 12 and 14 of said Declarations, every use of said premises shall be operated within completely enclosed structures, and no merchandise, equipment or waste shall be kept, stored, or displayed outside the confines of the building, that to the extent that the site plan is contrary to the requirements as set forth in said Declarations, paragraphs 12 and 14 are amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile

as approved by the City of Omaha, Nebraska.

4. That these approvals and modification shall apply to Lots 1, 2, 3, 4 and 5 of West Center Plaza, Douglas County Nebraska and said modifications are made pursuant to paragraph 15 a. and 15 c. of said Declarations.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date described below.

DATED 1/26/90 Gorilla Systems, Inc.
BY [Signature]
Authorized Representative

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 26th day of January 1990, before me the undersigned, a notary public in and for said county and state, personally came John Callen Authorized Rep. Pres. of Gorilla Systems, Inc. known to me to be said individual, and they acknowledged that he/she has executed the same on behalf of said entity.

Witness my hand and seal the day and year last above written.

[Signature]
Notary Public



APPROVAL AND MODIFICATION

COMES NOW the undersigned, ~~Dinwiddie Oldsmobile, Inc.~~, PMF
NKA. CENTER STREET MOTORS, INC., 2-6-80
owner of Lots 1, 2, 3, 4, and 5, West Center Plaza, a subdivision,
as surveyed, platted and recorded in Douglas County, Nebraska, and
one of the owners of Lots 6 through 10, inclusive, and Lot 14 (part
of which is now Lots 1 through 7, inclusive, West Center Plaza,
being a replat of Lot 14, Crescent Oaks, as surveyed, platted and
recorded) and Lots 104 through 111, inclusive, Crescent Oaks
Replat, being governed by the Declaration of Covenants, Conditions
and Restrictions for said Lots, said declarations being dated and
recorded February 14, 1978, in Book 593, at Page 405 of the
Miscellaneous Records in the Register of Deeds of Douglas County,
Nebraska, (hereinafter "Declarations"), a copy of which are
attached hereto and marked as Exhibit "A" and incorporated herein
by reference as if fully set forth herein.

WITNESSETH:

WHEREAS, pursuant to the above described Declarations of
Covenants, Conditions and Restrictions, the owners of said lots
pursuant to said paragraphs 1 and 5 must approve in writing the
plans and specifications of any building or structure, and the
size, working and design of any sign, and

WHEREAS, pursuant to paragraph 7 of said Declarations, as
amended by the Amendment to Declaration of Covenants, dated May 31,
1982, and recorded June 3, 1982 in Book 671, at Page 633 of the
Miscellaneous Records in the Register of Deeds office in Douglas
County, Nebraska, if the nature of the business requires outside
storage of vehicles, then they shall be enclosed in by a suitable
fence, and

WHEREAS, pursuant to paragraph 12 of said Declarations,
every use shall be operated within completely enclosed structures,
and

WHEREAS, pursuant to paragraph 14 of said Declarations,
no merchandise, equipment or waste containers shall be kept, stored

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or displayed outside the confines of the building unless enclosed as set out in said Declarations.

WHEREAS, pursuant to paragraph 15 c. of said Declarations, said Declarations may be amended by the Declarant or the owners of the lots covered by said Declarations.

NOW THEREFORE, pursuant to paragraphs 1, 5, 7, 12, 14 and 15 of said Declarations, the undersigned owners approve and modify said Declarations as follows:

1. The plans and specifications, the sign to be used, and the use of premises, for the Reagan Oldsmobile building to be built for Sammy L. Reagan and T. G. Davis, Jr., who are purchasing Lots 1, 2, 3, 4, and 5 in West Center Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska from Dinwiddie Oldsmobile, Inc., the current owner of said lots, are hereby approved as set forth in said Declarations, a copy of said plans and specifications are attached hereto and marked as Exhibit "B" and incorporated herein by reference, as if fully set forth herein. (Which include Schedules C-1, C-2, C-3, A-1 and A-2 of the plans drafted by Krhovnek and Povondra Architects)

2. That pursuant to paragraph 7 of said Declarations, certain restrictions are placed on the use of the parking areas. That to the extent that the site plan is contrary to the requirements of paragraph 7 of said Declarations, said paragraph 7 is further amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

3. That pursuant to paragraphs 12 and 14 of said Declarations, every use of said premises shall be operated within completely enclosed structures, and no merchandise, equipment or waste shall be kept, stored, or displayed outside the confines of the building, that to the extent that the site plan is contrary to the requirements as set forth in said Declarations, paragraphs 12 and 14 are amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in

and 14 are modified; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

4. That these approvals and modification shall apply to Lots 1, 2, 3, 4 and 5 of West Center Plaza, Douglas County Nebraska and said modifications are made pursuant to paragraph 15 a. and 15 c. of said Declarations.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date described below.

Center Street Motors,
~~Dinwiddie Oldsmobile~~, Inc.

PMF
2-6-90

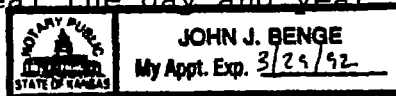
DATED 2-6-90

BY Paul M. Fields
Paul M. Fields, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 6th day of February 1990, before me the undersigned, a notary public in and for said county and state, personally came Paul M. Fields, President of ~~Dinwiddie Oldsmobile~~, Inc., known to me to be said individual, and he acknowledged that he has executed the same on behalf of said entity.

Witness my hand and seal the day and year last above written.



Notary Public

APPROVAL AND MODIFICATION J. K

COMES NOW the undersigned, James B. Keres d/b/a American Research Systems, a Sole Proprietorship, owner of Lot 6, West Center Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and one of the owners of Lots 6 through 10, inclusive, and Lot 14 (part of which is now Lots 1 through 7, inclusive, West Center Plaza, being a replat of Lot 14, Crescent Oaks, as surveyed, platted and recorded) and Lots 104 through 111, inclusive, Crescent Oaks Replat, being governed by the Declaration of Covenants, Conditions and Restrictions for said Lots, said declarations being dated and recorded February 14, 1978, in Book 593, at Page 405 of the Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska, (hereinafter "Declarations"), a copy of which are attached hereto and marked as Exhibit "A" and incorporated herein by reference as if fully set forth herein.

WITNESSETH:

WHEREAS, pursuant to the above described Declarations of Covenants, Conditions and Restrictions, the owners of said lots pursuant to said paragraphs 1 and 5 must approve in writing the plans and specifications of any building or structure, and the size, working and design of any sign, and

WHEREAS, pursuant to paragraph 7 of said Declarations, as amended by the Amendment to Declaration of Covenants, dated May 31, 1982, and recorded June 3, 1982 in Book 671, at Page 633 of the Miscellaneous Records in the Register of Deeds office in Douglas County, Nebraska, if the nature of the business requires outside storage of vehicles, then they shall be enclosed in by a suitable fence, and

WHEREAS, pursuant to paragraph 12 of said Declarations, every use shall be operated within completely enclosed structures, and

WHEREAS, pursuant to paragraph 14 of said Declarations, no merchandise, equipment or waste containers shall be kept, stored

or displayed outside the confines of the building unless enclosed as set out in said Declarations.

WHEREAS, pursuant to paragraph 15 c. of said Declarations, said Declarations may be amended by the Declarant or the owners of the lots covered by said Declarations.

NOW THEREFORE, pursuant to paragraphs 1, 5, 7, 12, 14 and 15 of said Declarations, the undersigned owners approve and modify said Declarations as follows:

1. The plans and specifications, the sign to be used, and the use of premises, for the Reagan Oldsmobile building to be built for Sammy L. Reagan and T. G. Davis, Jr., who are purchasing Lots 1, 2, 3, 4, and 5 in West Center Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska from Dinwiddie Oldsmobile, Inc., the current owner of said lots, are hereby approved as set forth in said Declarations, a copy of said plans and specifications are attached hereto and marked as Exhibit "B" and incorporated herein by reference, as if fully set forth herein. (Which include Schedules C-1, C-2, C-3, A-1 and A-2 of the plans drafted by Krhovnek and Povondra Architects)

2. That pursuant to paragraph 7 of said Declarations, certain restrictions are placed on the use of the parking areas. That to the extent that the site plan is contrary to the requirements of paragraph 7 of said Declarations, said paragraph 7 is further amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

3. That pursuant to paragraphs 12 and 14 of said Declarations, every use of said premises shall be operated within completely enclosed structures, and no merchandise, equipment or waste shall be kept, stored, or displayed outside the confines of the building, that to the extent that the site plan is contrary to the requirements as set forth in said Declarations, paragraphs 12 and 14 are amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in

the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

4. That these approvals and modification shall apply to Lots 1, 2, 3, 4 and 5 of West Center Plaza, Douglas County Nebraska and said modifications are made pursuant to paragraph 15 a. and 15 c. of said Declarations.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date described below.

James B. Keres d/b/a
American Research Systems,
a Sole Proprietorship

DATED

1/30/90

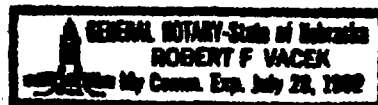
By: James B. Keres
J.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 30 day of JANUARY 1990, before me the undersigned, a notary public in and for said county and state, James B. Keres of James B. Keres d/b/a American Research Systems, a Sole Proprietorship, known to me to be said individual, and he acknowledged that he has executed the same as his voluntary act and deed.

Witness my hand and seal the day and year last above written.

Robert F. Vacek
Notary Public



APPROVAL AND MODIFICATION

COMES NOW the undersigned, **West Center Plaza Partnership**, owner of Lot 14, except West 366.48 feet of the North 162.19 feet northwest of Wright Street, Crescent Oaks, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and one of the owners of Lots 6 through 10, inclusive, and Lot 14 (part of which is now Lots 1 through 7, inclusive, West Center Plaza, being a replat of Lot 14, Crescent Oaks, as surveyed, platted and recorded) and Lots 104 through 111, inclusive, Crescent Oaks Replat, being governed by the Declaration of Covenants, Conditions and Restrictions for said Lots, said declarations being dated and recorded February 14, 1978, in Book 593, at Page 405 of the Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska, (hereinafter "Declarations"), a copy of which are attached hereto and marked as Exhibit "A" and incorporated herein by reference as if fully set forth herein.

WITNESSETH:

WHEREAS, pursuant to the above described Declarations of Covenants, Conditions and Restrictions, the owners of said lots pursuant to said paragraphs 1 and 5 must approve in writing the plans and specifications of any building or structure, and the size, working and design of any sign, and

WHEREAS, pursuant to paragraph 7 of said Declarations, as amended by the Amendment to Declaration of Covenants, dated May 31, 1982, and recorded June 3, 1982 in Book 671, at Page 633 of the Miscellaneous Records in the Register of Deeds office in Douglas County, Nebraska, if the nature of the business requires outside storage of vehicles, then they shall be enclosed in by a suitable fence, and

WHEREAS, pursuant to paragraph 12 of said Declarations, every use shall be operated within completely enclosed structures, and

WHEREAS, pursuant to paragraph 14 of said Declarations, no merchandise, equipment or waste containers shall be kept, stored or displayed outside the confines of the building unless enclosed

as set out in said Declarations.

WHEREAS, pursuant to paragraph 15 c. of said Declarations, said Declarations may be amended by the Declarant or the owners of the lots covered by said Declarations.

NOW THEREFORE, pursuant to paragraphs 1, 5, 7, 12, 14 and 15 of said Declarations, the undersigned owners approve and modify said Declarations as follows:

1. The plans and specifications, the sign to be used, and the use of premises, for the Reagan Oldsmobile building to be built for Sammy L. Reagan and T. G. Davis, Jr., who are purchasing Lots 1, 2, 3, 4, and 5 in West Center Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska from Dinwiddie Oldsmobile, Inc., the current owner of said lots, are hereby approved as set forth in said Declarations, a copy of said plans and specifications are attached hereto and marked as Exhibit "B" and incorporated herein by reference, as if fully set forth herein. (Which include Schedules C-1, C-2, C-3, A-1 and A-2 of the plans drafted by Krhovnek and Povondra Architects)

2. That pursuant to paragraph 7 of said Declarations, certain restrictions are placed on the use of the parking areas. That to the extent that the site plan is contrary to the requirements of paragraph 7 of said Declarations, said paragraph 7 is further amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

3. That pursuant to paragraphs 12 and 14 of said Declarations, every use of said premises shall be operated within completely enclosed structures, and no merchandise, equipment or waste shall be kept, stored, or displayed outside the confines of the building, that to the extent that the site plan is contrary to the requirements as set forth in said Declarations, paragraphs 12 and 14 are amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in

the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

4. That these approvals and modification shall apply to Lots 1, 2, 3, 4 and 5 of West Center Plaza, Douglas County Nebraska and said modifications are made pursuant to paragraph 15 a. and 15 c. of said Declarations.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date described below.

DATED 1/26/90 BY John C. Allen
 West Center Plaza Partnership
 Authorized Representative

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On this 26th day of January 1990, before me the undersigned, a notary public in and for said county and state, personally came John C. Allen, Authorized Rep. Partner of West Center Plaza Partnership, known to me to be said individual, and they acknowledged that he/she has executed the same on behalf of said entity. (J)

Witness my hand and seal the day and year last above written.

Jeanne D. Knox
 Notary Public



APPROVAL AND MODIFICATION

COMES NOW the undersigned, **Mini Plaza, Inc.**, owner of the West 366.48 feet of the North 162.19 feet Northwest of Wright Street, Lot 14, Crescent Oaks, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and one of the owners of Lots 6 through 10, inclusive, and Lot 14 (part of which is now Lots 1 through 7, inclusive, West Center Plaza, being a replat of Lot 14, Crescent Oaks, as surveyed, platted and recorded) and Lots 104 through 111, inclusive, Crescent Oaks Replat, being governed by the Declaration of Covenants, Conditions and Restrictions for said Lots, said declarations being dated and recorded February 14, 1978, in Book 593, at Page 405 of the Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska, (hereinafter "Declarations"), a copy of which are attached hereto and marked as Exhibit "A" and incorporated herein by reference as if fully set forth herein.

WITNESSETH:

WHEREAS, pursuant to the above described Declarations of Covenants, Conditions and Restrictions, the owners of said lots pursuant to said paragraphs 1 and 5 must approve in writing the plans and specifications of any building or structure, and the size, working and design of any sign, and

WHEREAS, pursuant to paragraph 7 of said Declarations, as amended by the Amendment to Declaration of Covenants, dated May 31, 1982, and recorded June 3, 1982 in Book 671, at Page 633 of the Miscellaneous Records in the Register of Deeds office in Douglas County, Nebraska, if the nature of the business requires outside storage of vehicles, then they shall be enclosed in by a suitable fence, and

WHEREAS, pursuant to paragraph 12 of said Declarations, every use shall be operated within completely enclosed structures, and

WHEREAS, pursuant to paragraph 14 of said Declarations, no merchandise, equipment or waste containers shall be kept, stored

or displayed outside the confines of the building unless enclosed as set out in said Declarations.

WHEREAS, pursuant to paragraph 15 c. of said Declarations, said Declarations may be amended by the Declarant or the owners of the lots covered by said Declarations.

NOW THEREFORE, pursuant to paragraphs 1, 5, 7, 12, 14 and 15 of said Declarations, the undersigned owners approve and modify said Declarations as follows:

1. The plans and specifications, the sign to be used, and the use of premises, for the Reagan Oldsmobile building to be built for Sammy L. Reagan and T. G. Davis, Jr., who are purchasing Lots 1, 2, 3, 4, and 5 in West Center Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska from Dinwiddie Oldsmobile, Inc., the current owner of said lots, are hereby approved as set forth in said Declarations, a copy of said plans and specifications are attached hereto and marked as Exhibit "B" and incorporated herein by reference, as if fully set forth herein. (Which include Schedules C-1, C-2, C-3, A-1 and A-2 of the plans drafted by Krhovnek and Povondra Architects)

2. That pursuant to paragraph 7 of said Declarations, certain restrictions are placed on the use of the parking areas. That to the extent that the site plan is contrary to the requirements of paragraph 7 of said Declarations, said paragraph 7 is further amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

3. That pursuant to paragraphs 12 and 14 of said Declarations, every use of said premises shall be operated within completely enclosed structures, and no merchandise, equipment or waste shall be kept, stored, or displayed outside the confines of the building, that to the extent that the site plan is contrary to the requirements as set forth in said Declarations, paragraphs 12 and 14 are amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in

the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

4. That these approvals and modification shall apply to Lots 1, 2, 3, 4 and 5 of West Center Plaza, Douglas County Nebraska and said modifications are made pursuant to paragraph 15 a. and 15 c. of said Declarations.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date described below.

Mini Plaza, Inc.

DATED 01/30/90

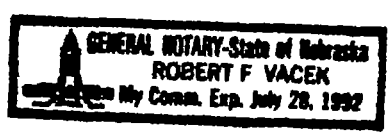
BY [Signature] Pres.
Authorized Representative

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 30 day of JANUARY 1990, before me the undersigned, a notary public in and for said county and state, personally came MIKE DUDZIUSEL, PRESIDENT of Mini Plaza, Inc., known to me to be said individual, and he acknowledged that he has executed the same on behalf of said entity.

Witness my hand and seal the day and year last above written.

[Signature]
Notary Public



APPROVAL AND MODIFICATION

COMES NOW the undersigned, **West Center Road Partnership**, owner of Lot 7, West Center Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and one of the owners of Lots 6 through 10, inclusive, and Lot 14 (part of which is now Lots 1 through 7, inclusive, West Center Plaza, being a replat of Lot 14, Crescent Oaks, as surveyed, platted and recorded) and Lots 104 through 111, inclusive, Crescent Oaks Replat, being governed by the Declaration of Covenants, Conditions and Restrictions for said Lots, said declarations being dated and recorded February 14, 1978, in Book 593, at Page 405 of the Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska, (hereinafter "Declarations"), a copy of which are attached hereto and marked as Exhibit "A" and incorporated herein by reference as if fully set forth herein.

WITNESSETH:

WHEREAS, pursuant to the above described Declarations of Covenants, Conditions and Restrictions, the owners of said lots pursuant to said paragraphs 1 and 5 must approve in writing the plans and specifications of any building or structure, and the size, working and design of any sign, and

WHEREAS, pursuant to paragraph 7 of said Declarations, as amended by the Amendment to Declaration of Covenants, dated May 31, 1982, and recorded June 3, 1982 in Book 671, at Page 633 of the Miscellaneous Records in the Register of Deeds office in Douglas County, Nebraska, if the nature of the business requires outside storage of vehicles, then they shall be enclosed in by a suitable fence, and

WHEREAS, pursuant to paragraph 12 of said Declarations, every use shall be operated within completely enclosed structures, and

WHEREAS, pursuant to paragraph 14 of said Declarations, no merchandise, equipment or waste containers shall be kept, stored or displayed outside the confines of the building unless enclosed as set out in said Declarations.

WHEREAS, pursuant to paragraph 15 c. of said Declarations, said Declarations may be amended by the Declarant or the owners of the lots covered by said Declarations.

NOW THEREFORE, pursuant to paragraphs 1, 5, 7, 12, 14 and 15 of said Declarations, the undersigned owners approve and modify said Declarations as follows:

1. The plans and specifications, the sign to be used, and the use of premises, for the Reagan Oldsmobile building to be built for Sammy L. Reagan and T. G. Davis, Jr., who are purchasing Lots 1, 2, 3, 4, and 5 in West Center Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska from Dinwiddie Oldsmobile, Inc., the current owner of said lots, are hereby approved as set forth in said Declarations, a copy of said plans and specifications are attached hereto and marked as Exhibit "B" and incorporated herein by reference, as if fully set forth herein. (Which include Schedules C-1, C-2, C-3, A-1 and A-2 of the plans drafted by Krhovnek and Povondra Architects)

2. That pursuant to paragraph 7 of said Declarations, certain restrictions are placed on the use of the parking areas. That to the extent that the site plan is contrary to the requirements of paragraph 7 of said Declarations, said paragraph 7 is further amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

3. That pursuant to paragraphs 12 and 14 of said Declarations, every use of said premises shall be operated within completely enclosed structures, and no merchandise, equipment or waste shall be kept, stored, or displayed outside the confines of the building, that to the extent that the site plan is contrary to the requirements as set forth in said Declarations, paragraphs 12 and 14 are amended; and the undersigned owners approve said site plan, and the terms, conditions and requirements as set forth in the Special Use Permit for Automotive Sales for Reagan Oldsmobile as approved by the City of Omaha, Nebraska.

4. That these approvals and modification shall apply to Lots 1, 2, 3, 4 and 5 of West Center Plaza, Douglas County Nebraska and said modifications are made pursuant to paragraph 15 a. and 15 c. of said Declarations.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date described below.

DATED 1/26/90 BY [Signature]
Authorized Representative
West Center Road Partnership

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 26th day of January 1990, before me the undersigned, a notary public in and for said county and state personally came [Signature], [Signature] of West Center Road Partnership, known to me to be said individual, and they acknowledged that he/she has executed the same on behalf of said entity.

Witness my hand and seal the day and year last above written.

[Signature]
Notary Public



DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

LOTS 6 THROUGH 10, INCLUSIVE, AND LOT 14,

CRESCENT OAKS,

AND

LOTS 104 THROUGH 111, INCLUSIVE,

CRESCENT OAKS REPLAT

NOW LOTS 1-7
W CENTER
PIAZA

THIS DECLARATION, made on the date hereinafter set forth by CREATIVE LAND CONSULTANTS, INC., a Nebraska corporation, hereinafter referred to as "Declarant,

WITNESSETH:

WHEREAS, the Declarant is the owner of the following described real property:

lots 6 through 10, inclusive, and Lot 14, Crescent Oaks, a platted and recorded subdivision in Douglas County, Nebraska; and Lots 104 through 111, Crescent Oaks Replat, a platted and recorded subdivision in Douglas County, Nebraska.

WHEREAS, the Declarant will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, the Declarant hereby declares that all of the lots described above shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots. These covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

1. Approval of Plans and Specifications. No building or structure of any kind may be erected on, or moved onto, or have any alteration in the exterior design of the original construction; until plans and specifications have been submitted to, and approval thereof has been given in writing by the Declarant or its assigns. The building, structure or alteration herein referred to shall be constructed

in accordance with said plans and specifications, and any changes shall be approved in writing by the Declarant or its assigns. The plans and specifications submitted shall include and/or show the following:

Site Plan

Site Utilities Plan

Grading and Drainage Plan

Floor Plans

Exterior Elevations, showing all materials

Outside Storage Areas

Fences, showing location, materials and height

Signs, including free standing signs and wall signs
(Including those painted on the wall)

Landscaping Plan

Exterior Color Chips and Samples

2. Uses of Property. The general use of the above described property shall be limited to the following restriction(s):

- a. Any use permitted in Zoning District I-1, FIRST INDUSTRIAL DISTRICT, Zoning Code, City of Omaha, as revised and currently in force, will be permitted.

3. Zoning Regulations. Except for more restrictive regulations as herein provided, or those the declarant or its assigns may hereafter place on any lot or the entire property, the Zoning Code, City of Omaha, shall apply. Zoning changes shall not be applied for without written approval of the Declarant or its assigns.

4. Front Yards. The entire area between the curb and the building at all abutting public streets shall be grass, landscaping, or parking and drives surfaced with a suitable hard surface dustless material.

5. Signs. No signs of any kind or description shall be placed, exposed to view, or permitted to remain on any portion of Crescent Oaks, until approval in writing of the size, working and design of such sign shall have been obtained from the Declarant, or its assigns. This approval shall not be required for street markers, traffic signs, and other signs displayed by the City of Omaha or by other governmental units. In the event that any sign other than those described above shall be placed or exposed to view on any of the property covered by these restrictions, the officers or agents of the Declarant or its assigns are hereby given the right to enter upon any such property and remove such signs.

6. Temporary Structures. No structure of a temporary nature shall be placed on the premises.

7. Parking Areas. All vehicular parking shall be off-street. The area between the curb line and property line on all street frontages shall be used only for drives (perpendicular to the street), sidewalks, grass or landscaping. The number of parking spaces shall be sufficient for employees, visitors, and customers. There shall be no storage, servicing or dismantling of vehicles in the parking area. All parking areas shall be surfaced with a suitable hard surface dustless material.

8. Loading Areas. All loading and unloading areas shall be off-street. No loading and unloading areas shall be located in the front yard, unless the front of such loading and unloading doors shall be set back at least fifty (50) feet from all abutting right-of-way lines. All loading and unloading areas shall be surfaced with a suitable hard surfaced dustless material.

9. Sidewalks. Sidewalks shall be installed at the expense of each owner of a lot subject to these Covenants, Conditions and Restrictions, and in accordance with the regulations of the City of Omaha.

10. Maintenance of Property. Each building site, whether vacant or not, shall be kept in a safe, clean, wholesome condition by the owner or tenant, including removal of debris that accumulates on the site and regular periodic removal of waste or garbage. Waste or garbage shall be kept in closed sanitary containers.

11. Undeveloped Areas. Vegetation on vacant lots or undeveloped areas of built-upon lots shall be kept cut at a height not to exceed approximately 18 inches. At no time shall any part of the land area be planted to cultivate row crops.

12. External Effects. Every use shall be operated within a completely enclosed structure, and no noxious or offensive activities shall be conducted which may become a nuisance to the occupants of other building sites within Crescent Oaks or any of the adjoining property by reason of sound, vibration, heat, glare, radiation, fumes, odor, dust or smoke.

~~BOOK 593 PAGE 408~~

13. Metal Buildings. Metal buildings will be allowed if fifty percent (50%) of the walls (not including windows and doors) of all buildings facing upon abutting streets is faced with brick or stone or other decorative material approved by the Declarant. Con-
ves barrel or quonset type roof systems are not permitted.

14. Outside Storage. No merchandise, equipment or waste containers shall be kept, stored or displayed outside the confines of the building unless enclosed by a solid wall or chain link fence with vision-barrier slots at least six (6) feet high.

15. General Provisions.

a. Excepetions and Modifications. The Declarant or its assigns, shall be authorized to make such exceptions to, or modifications of, these protective covenants as unusual circumstances or special situations merit; provided, however, that such exceptions or modifications shall not invalidate these coverants in principal or general objective.

b. Damages. The Declarant or its assigns, or any owner of a lot named herein shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or its assigns, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

c. Term. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any persons, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than ninety percent (90%) of the lots covered by this Declaration.

d. Invalidation. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 14th day of February, 1978.

DECLARANT:

CREATIVE LAND CONSULTANTS, INC., a Nebraska corporation

BY: Glenn L. Buck

Name

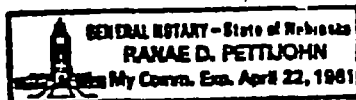
President

Title

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 14 day of February, 1978, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Glenn L. Buck, President of Creative Land Consultants, Inc., to me personally known to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.



Ranae D. Pettjohn
Notary Public

RECEIVED

1978 FEB 14 PM 4:16

NOTARY PUBLIC
STATE OF NEBRASKA

Book 593

Page 405

of 11

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Index

Comp

85-1174

53

APPROXIMATE GRADING QUANTITIES
On Site Excavation, including stripings 8,000 CY
Import in Fill Material, compacted in place 5,500 CY
Note: Stripings shall be retained on site and re-used
on landscaped areas and parking islands

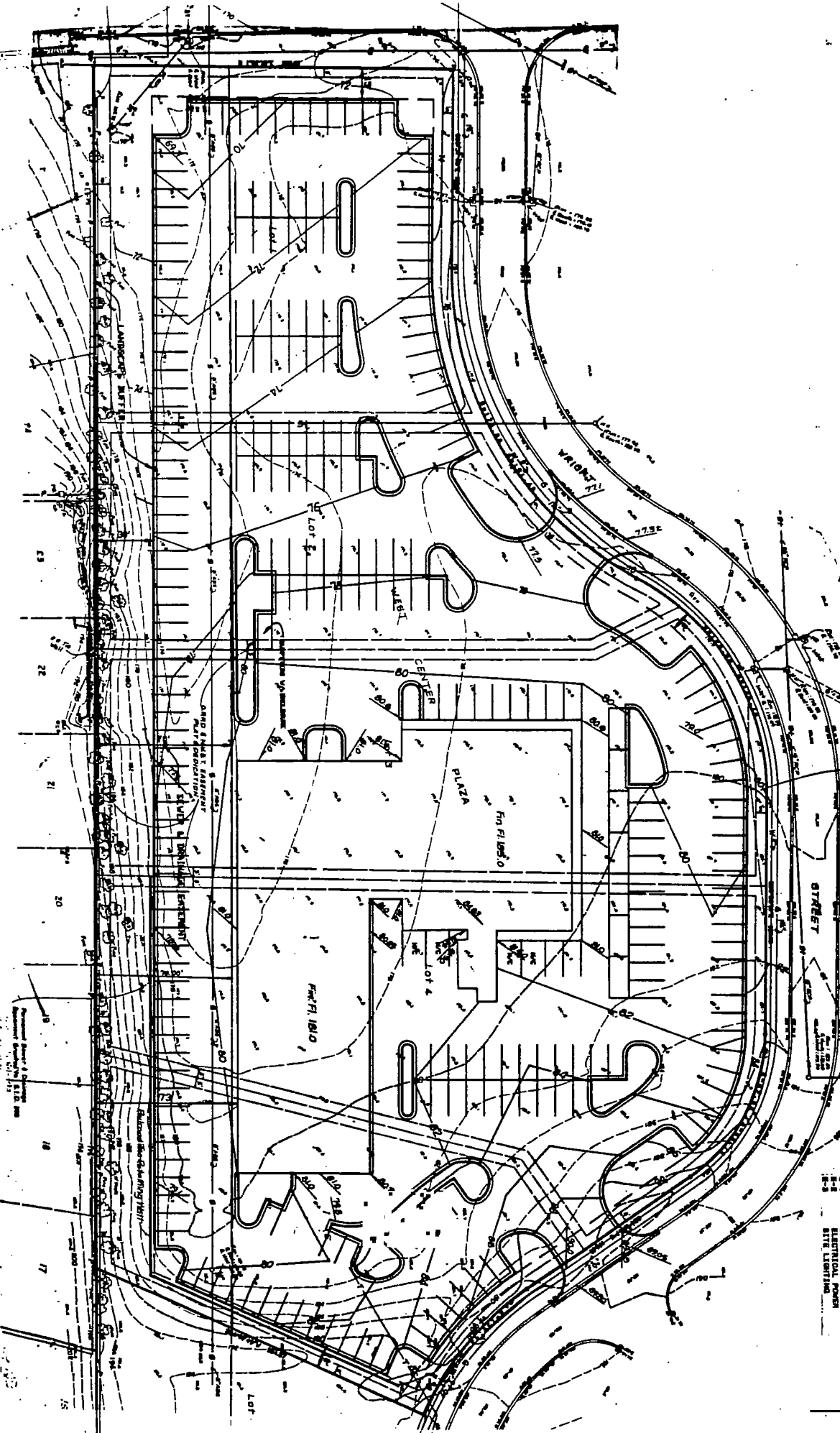
Vertical Curve Data
Station 1+00 to 1+50
Grade 1.00% to 2.00%
Curve Length 100.00'

- 0-1 GRADING AND DRAINAGE
- 0-2 SITE LAYOUT AND UTILITIES
- 0-3 PLANNING
- 0-4 PLANS
- 0-5 BUILDING ELEVATIONS
- 0-6 BUILDING SECTIONS
- 0-7 BUILDING DETAILS
- 0-8 NOTES AND SCHEDULES
- 0-9 FOUNDATION PLANS
- 0-10 FOUNDATION DETAILS
- 0-11 MECHANICAL PLANS
- 0-12 MECHANICAL DETAILS
- 0-13 MECHANICAL AND PLUMBING DETAILS
- 0-14 PLUMBING SCHEDULES AND DETAILS
- 0-15 ELECTRICAL SCHEDULES AND DETAILS
- 0-16 ELECTRICAL PLANS
- 0-17 SITE LAYOUT

7

GRADING PLAN

SCALE: 1"=20'



REAGAN OLDSMOBILE DEALERSHIP

Laughlin Construction Company

Krhounek + Povondra A.r.c.h.i.t.e.c.t.s

Civil: Elliott & Associates
Structural: Nielsen-Baumert Engineering
Mechanical: Donald E. Fry & Associates
Electrical: Heald & Associates

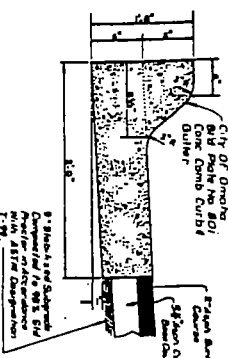


Revised 11-7-99

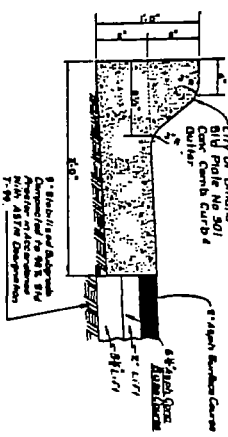
EDA No. 11195-01
November 16, 1999

C-1

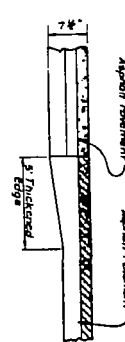
5" ASPHALTIC CONCRETE PAVEMENT W/ COMBINATION CURB & GUTTER
NO SCALE



7" ASPHALTIC CONCRETE PAVEMENT W/ COMBINATION CURB & GUTTER
NO SCALE

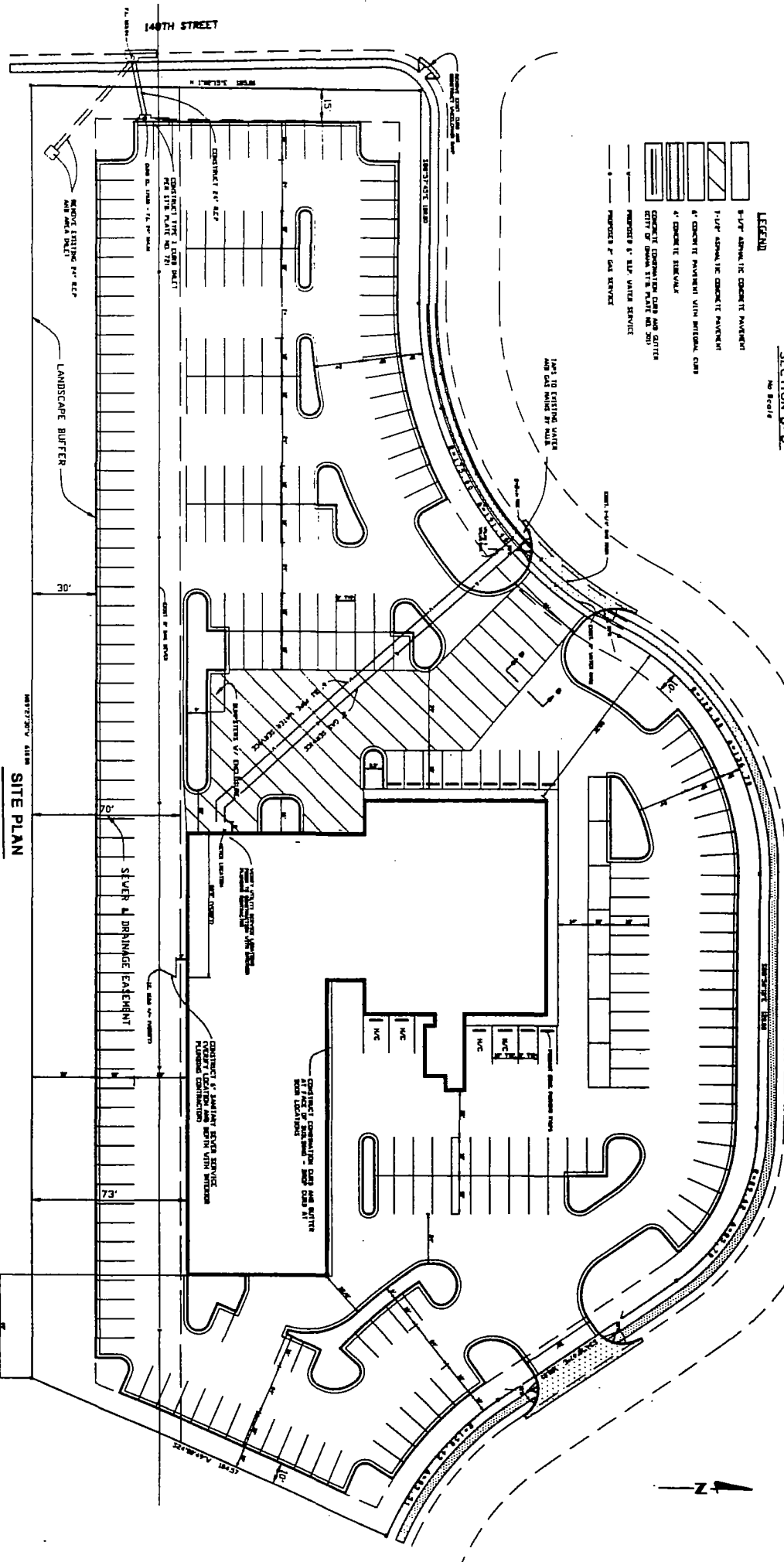


SECTION B-B
NO SCALE



LEGEND

- 8" ASPHALTIC CONCRETE PAVEMENT
- 7" ASPHALTIC CONCRETE PAVEMENT
- 6" ASPHALTIC CONCRETE PAVEMENT
- 5" ASPHALTIC CONCRETE PAVEMENT
- 4" ASPHALTIC CONCRETE PAVEMENT
- 3" ASPHALTIC CONCRETE PAVEMENT
- 2" ASPHALTIC CONCRETE PAVEMENT
- 1" ASPHALTIC CONCRETE PAVEMENT
- 0" ASPHALTIC CONCRETE PAVEMENT



SITE PLAN

SCALE: 1" = 20'

1. The City of Omaha, Nebraska, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief.
2. The City of Omaha, Nebraska, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief.
3. The City of Omaha, Nebraska, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief.
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20. The City of Omaha, Nebraska, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief.

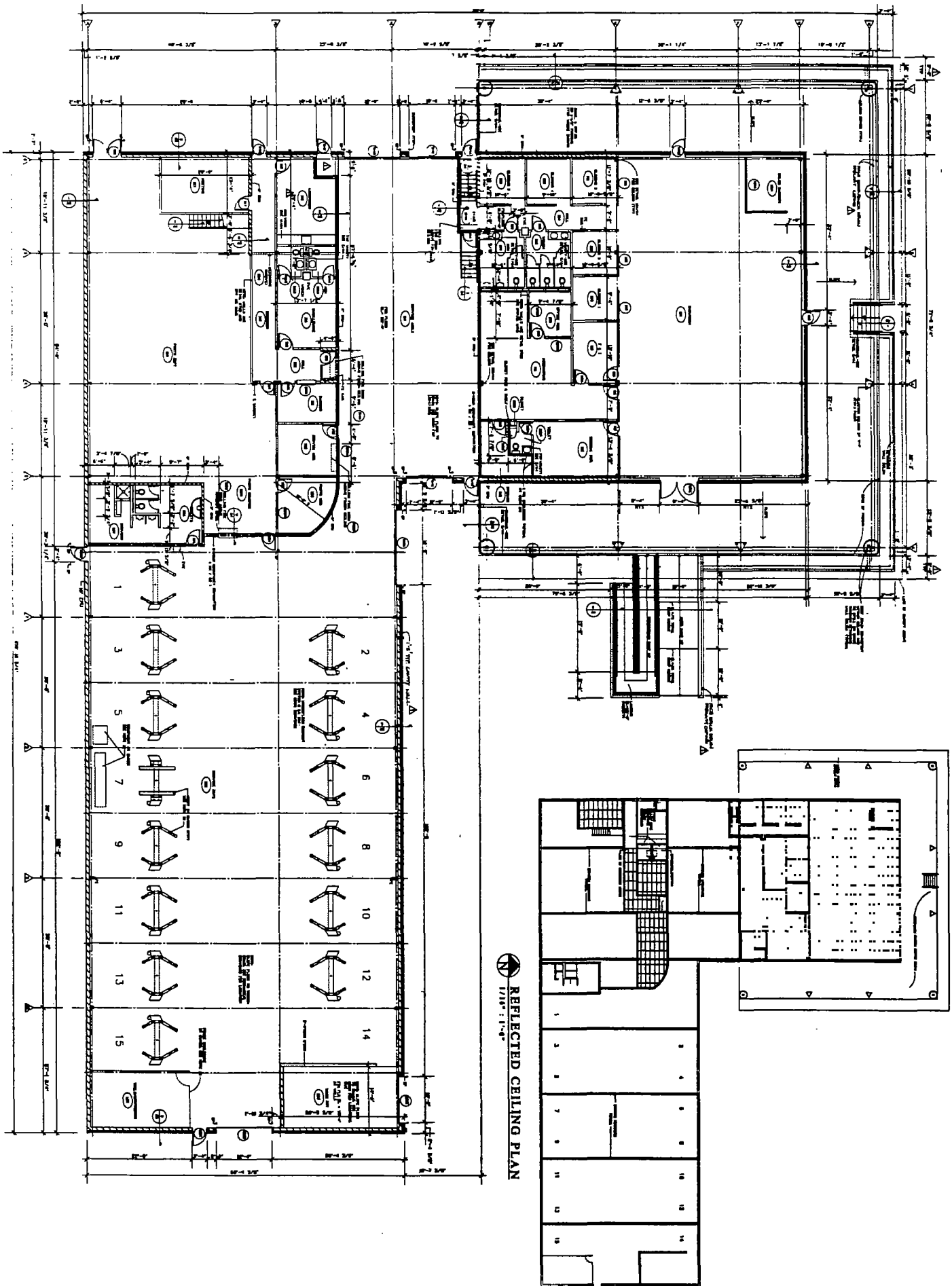
REAGAN OLDSMOBILE DEALERSHIP
Laughlin Construction Company
Krhounek + Povondra A.r.c.h.i.t.e.c.t.s

Civil: Elliott & Associates
Structural: Nielsen-Baumert Engineering
Mechanical: Donald E. Fry & Associates
Electrical: Heald & Associates



RTA No. 1100-01
October 21, 1990
November 14, 1990





FLOOR PLAN
1/8" = 1'-0"

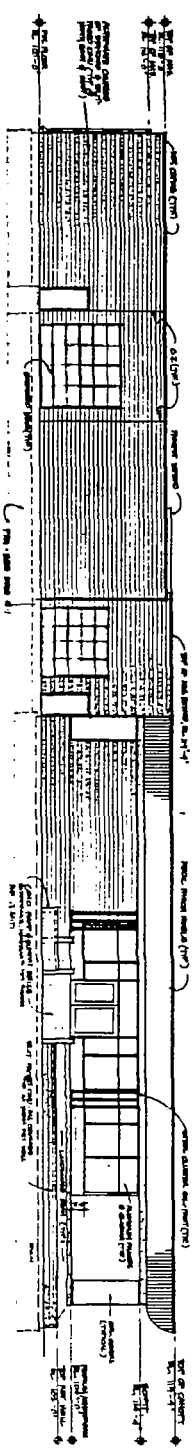
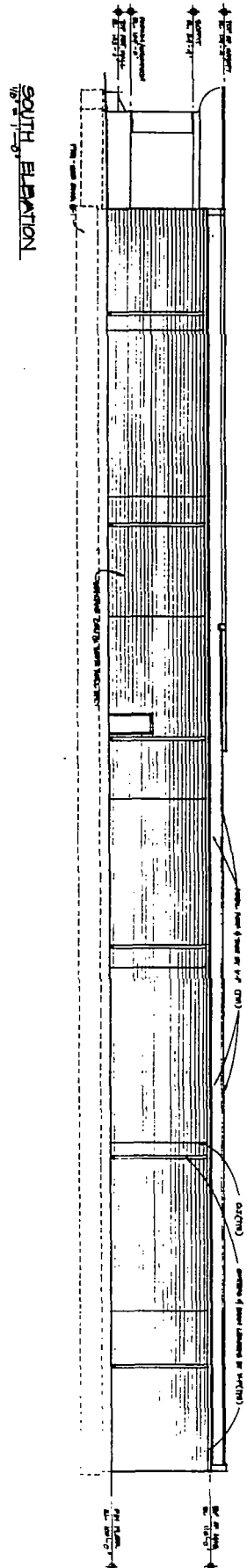
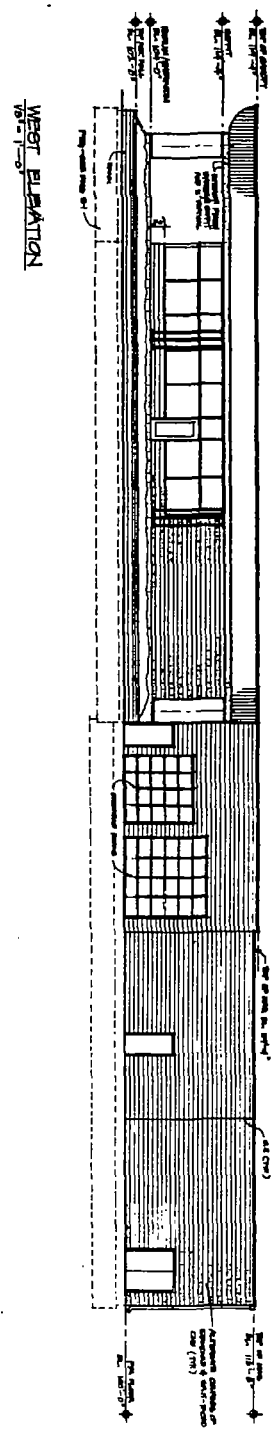
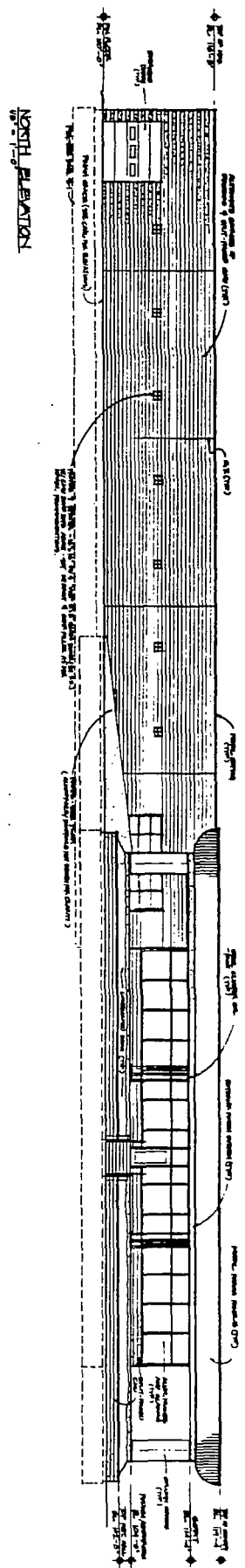
REFLECTED CEILING PLAN
1/8" = 1'-0"



REAGAN OLDSMOBILE DEALERSHIP
Laughlin Construction Company
Krhounek + Povondra A·r·c·h·i·t·e·c·t·s

Civil: Elliott & Associates
Structural: Nielsen-Baumert Engineering
Mechanical: Donald E. Fry & Associates
Electrical: Heald & Associates



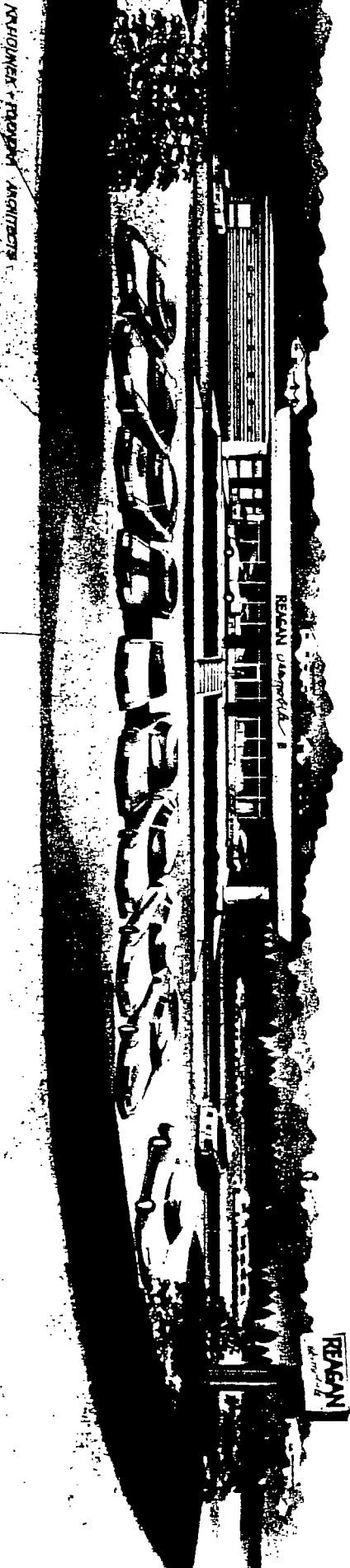


Civil: Elliott & Associates
Structural: Nielsen-Baumert Engineering
Mechanical: Donald E. Fry & Associates
Electrical: Heald & Associates

REAGAN OLDSMOBILE DEALERSHIP
Laughlin Construction Company
Krhounek + Povondra A·r·c·h·i·t·e·c·t·s



EXHIBIT "A-3"



REAGAN ARCHITECTS