

REVISED DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

This Declaration made this 7th day of September, 1983, by A & H Realty Co., a Nebraska corporation; Northeast Savings & Investment Co., a Nebraska corporation; Dorothy C. Heumann; Herbert H. Heumann; LAMCO, a Nebraska partnership; and 24 Hour Nautilus Swim & Fitness Center, Inc., a Colorado corporation, all owners (hereinafter collectively referred to as the "Declarants") of real property described as:

All of East Campus Square except Lot 2, Block 1 thereof, Lincoln, Lancaster County, Nebraska.

Said Declarants do hereby declare that said real estate shall be held, sold, and conveyed subject to the easements, restrictions, covenants, reservations, liens, charges and conditions which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest thereon or any part thereof, as follows:

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to the East Campus Square Property Owners Association, which has been incorporated under the Nebraska Nonprofit Corporations Act, and its successors.

Section 2. "Property" shall mean and refer to the real estate above described, together with such additions as may be made thereto under the terms of this Declaration.

Section 3. "Parcel" shall mean and refer to any separately designated lot or, if subdivided, the subdivided portion thereof, of the Property, as shown on the recorded East Campus Square plat or any subdivisions or replats thereof.

Section 4. "Member" shall mean and refer to any person or entity who holds membership in the Association, as defined in the Association's Articles of Incorporation, as amended from time to time.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Parcel which is a part of the Property, including contract sellers, but excluding those having an interest in any Parcel merely as security for the performance of any obligation.

ARTICLE II

Covenants for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation Assessments. The Declarants, for each Parcel owned within the Property, hereby covenant, and each Owner of any Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees incurred in collection, shall be a lien against each Parcel against which each such assessment is made as of the due date of the assessment. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Parcel at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The assessments levied by the Association shall be used exclusively for maintenance of landscaping, snow removal, and lawn care (to the extent that such activities provide a common benefit to members of the Association, as duly determined by a two-thirds (2/3) vote of the Board of Directors of the Association), and maintenance of roadways, sanitary sewers and storm sewers located within the Property, as required by the City of Lincoln, and otherwise to promote the health, safety, and welfare of the Owners and occupants of the Parcels. As used herein, "roadways" shall refer to the private streets shown on the plat of East Campus Square, and shall not refer to the private parking lots located on any Parcel; and "sanitary sewers" shall refer to the collector or main lines located within East Campus Square and shall not refer to the service lines connected to improvements on any particular Parcel.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any fiscal year of the Association, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of reconstruction, repair or replacement of a capital improvement including the private roadways and the private storm sewer outletting the private roadways. All of such capital improvements, other than roadways and storm sewers, shall have the assent of two-thirds (2/3) of the votes of all members, who are voting in person or by proxy at an annual or special meeting duly called for this purpose.

Section 4. Notice and Quorum for Any Action Authorized Under Article II. Notice, quorum, and other requirements for duly authorized action concerning assessments shall be as set forth in the Association Articles of Incorporation and By-laws.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate based on square footage for all Parcels and may be collected on a monthly basis.

Section 6. Due Dates of Annual Assessments. The Board of Directors of the Association shall fix the amount of the annual assessment against each Parcel at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto prior to the due date. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Parcel have been paid.

Section 7. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest from the delinquent date at the rate fixed by the Board of Directors. In the event of delinquent assessments, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Parcel.

Section 8. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any Parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Private Improvements. All improvements constructed or placed on any Parcel by the Owner thereof shall remain the responsibility of said Owner.

ARTICLE III

Restrictions

Section 1. No Parcel shall be used except for purposes prescribed by the zoning ordinance of the City of Lincoln for the zoning applying to each Parcel.

Section 2. No noxious or offensive activity shall be carried on upon any Parcel, nor shall anything be done thereon which shall be, or may become, an annoyance or nuisance to the neighborhood.

Section 3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used, on any Parcel at any time as a residence.

Section 4. Dwellings constructed in another addition or location shall not be moved to any Parcel within this Property.

Section 5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Parcel.

Section 6. East Campus Square shall be developed in the manner required by the City of Lincoln by its platting ordinance, including required trees, shrubs, grasses, and all installations thereon. It shall be continuously maintained by the Association.

ARTICLE IV

Enforcement of Requirements

The Association, any member thereof, any Owner, or the City of Lincoln, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, any member thereof, any Owner, or the City of Lincoln to enforce any covenant or restrictions herein contained shall, in no event, be deemed a waiver of the right to do so.

ARTICLE V

Exterior Maintenance

In the event that an Owner of any Parcel in the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, after 10 days written notice to the Owner and the Owner's failure to remedy the situation, to enter upon said Parcel and to repair, maintain, and restore the Parcel and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the annual assessments to which such Parcel is subject.

ARTICLE VI

Easements

Section 1. In General. The easements over and across the Parcels shall be those shown on the recorded plat of East Campus

Square, and such other easements as may be established pursuant to the provisions of this Declaration of Covenants, Conditions, and Restrictions, by the Directors of the Association.

Section 2. Ingress, Egress and Parking. Each Owner hereto, as grantor, hereby grants to the other Owners for the benefit of the other Owners, their respective successors, assigns, lessees or sublessees, employees, agents, customers and invitees, and the customers, employees and invitees of such lessees or sublessees, and for the benefit of each Parcel belonging to the other Owners as grantees, the right in common with each other of mutual nonexclusive ingress and egress by vehicular and pedestrian traffic and the right of vehicular parking upon, over and across that portion of each Parcel and all private drives as is from time to time designated for such purposes.

ARTICLE VII

General Provisions

Section 1. It shall be the general obligation and duty of the Association to properly maintain and repair all walks, drives, private roadways, open drainage areas, parking areas, parking islands, storm sewers and landscaping, which are a part of the common system of the Property in accordance with the reasonable standards as generally required by the City of Lincoln. Maintenance shall include snow removal on drives, walks, and parking areas if such is not otherwise accomplished by the respective Owners or occupants of each Parcel. Nothing in this Declaration shall be construed as any limitation upon the authority of the City of Lincoln, to enter upon said Property and perform necessary maintenance should the Association fail to do so, and to assess the Parcels with the cost thereof.

Section 2. The covenants and restrictions of this Declaration shall run with the land and bind the same, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Parcel subject to this Declaration, or by their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date of this Declaration, after which time said covenants and restrictions shall be automatically extended for successive terms of ten (10) years, unless revoked or amended by instruments signed by not less than ninety per cent (90%) of the votes of members in the Association, if during the first twenty (20) years, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the votes of members in the Association. Any instrument amending, modifying or cancelling this Declaration must be approved by the City of Lincoln and must be properly acknowledged and recorded before it can be effective.

Section 3. In the event that the Association, the members thereof, or the directors of the Association shall fail or neglect to perform its rights, duties, and obligations in

accordance with the intents, purposes, and provisions of this Declaration, then the Association reserves the right to call such meetings, make such appointments, and to take further action as may be necessary, from time to time, to insure that the objects and purposes of this Declaration are being fulfilled.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be duly executed by the Owners, the day and year first above written.

A & H REALTY CO.,
a Nebraska Corporation

By *Herbert H. Heumann*

NORTHEAST SAVINGS & INVESTMENT CO.,
a Nebraska Corporation

By *Bruce Kunkle*

LAMCO, a Nebraska Partnership

By *John J. ...*

24 HOUR NAUTILIS SWIM & FITNESS
CENTER, INC.,
a Colorado Corporation

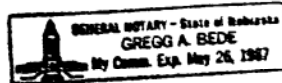
By *For ACAC*

Dorothy C. Heumann
Dorothy C. Heumann

Herbert H. Heumann
Herbert H. Heumann

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

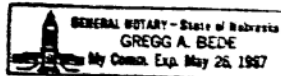
The foregoing instrument was acknowledged before me this
____ day of September, 1983 by Herbert H. Heumann, President of
A & H Realty Co., a Nebraska corporation on behalf of the
corporation.



Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

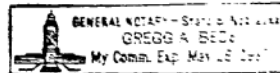
The foregoing instrument was acknowledged before me this
____ day of September, 1983 by Brian Hamler, Executive Vice
President of Northeast Savings & Investment Co., a Nebraska
corporation, on behalf of the corporation.



Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

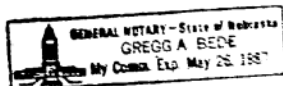
The foregoing instrument was acknowledged before me this
____ day of September, 1983 by Larry Bird, a partner in LAMCO, a
Nebraska partnership, on behalf of the partnership.



Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

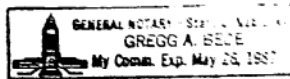
The foregoing instrument was acknowledged before me this
____ day of September, 1983 by John A. Cokert, President of 24
Hour Nautilus Swim & Fitness Center, Inc., a Colorado
corporation, on behalf of the corporation.



Notary Public

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER) SS.

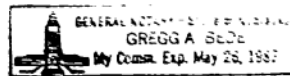
The foregoing instrument was acknowledged before me this
30 day of September, 1983 by Dorothy C. Heumann.



Gregg A. Seide
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER) SS.

The foregoing instrument was acknowledged before me this
30 day of September, 1983 by Herbert H. Heumann.



Gregg A. Seide
Notary Public

INDEXED
MICRO-FILED
GENERAL

LAND OFFICE

REGISTER IT

1983 DEC 15 P.M. 4:03

FILED FOR RECORD

INST. NO. 89- 26109

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72-50

\$40 50

11/11/84
B-1 82028
68501

340,932
James D. Buser
Gaines, Mullen, Pansing & Hogan
10050 Regency Circle, Ste. 200
Omaha, NE 68114

NEBRASKA DOCUMENTARY
STAMP TAX

JUL 01 1994

\$276⁵⁰ BY CD

WARRANTY DEED

J. B. James, Inc., a Nebraska corporation, Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration received from Grantee, Scott A. Krause and Kathi Krause, conveys to Grantee, as joint tenants with rights of survivorship, and not as tenants in common, the following-described real estate (as defined in Neb. Rev. Stat. §76-201):

Lots One (1) and Two (2), Block One (1), East Campus
Square First Addition, Lincoln, Lancaster County,
Nebraska

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the Grantees and to their assigns or to the heirs and assigns of the survivors of them forever.

Grantor covenants, jointly and severally, with Grantee that Grantor:

(1) is lawfully seised of such real estate and that it is free from encumbrances except the covenants, conditions, restrictions and easements, identified on Exhibit "A" attached hereto, and the lien for real estate taxes currently due but not yet delinquent;

(2) has legal power and lawful authority to convey the same;

(3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed: June 30, 1994.

J. B. JAMES, INC., a Nebraska corporation,

By Curtis A. Carstens
Curtis A. Carstens, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on June 30, 1994, by Curtis A. Carstens, President of J. B. James, Inc., a Nebraska Corporation, on behalf of the Corporation.

Lori J. Grubbe
Notary Public



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EXHIBIT "A"

Terms and conditions of Ordinance Number 13206 approving the plat of EAST CAMPUS SQUARE, recorded OCTOBER 13, 1981 as Instrument Number 81-19877, records of LANCASTER County, NEBRASKA.

Terms and conditions of DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded APRIL 22, 1983 as Instrument Number 83-6653; and REVISED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded DECEMBER 15, 1983 as Instrument Number 83-26469, records of LANCASTER County, NEBRASKA.

EASEMENT FOR RIGHT-OF-WAY -to- LINCOLN TELEPHONE & TELEGRAPH COMPANY AND LINCOLN ELECTRIC SYSTEM, AND T. V. TRANSMISSION, INC. dated JUNE 11, 1987 recorded JUNE 11, 1987 AS Instrument Number 87-20204, records of LANCASTER County, NEBRASKA.

THE LINCOLN TELEPHONE & TELEGRAPH COMPANY EASEMENT FOR RIGHT-OF-WAY 3-WAY JOINT -to- THE LINCOLN TELEPHONE & TELEGRAPH COMPANY, LINCOLN ELECTRIC SYSTEM AND T-V TRANSMISSION, INC. recorded JUNE 12, 1987 as Instrument Number 87-20278, records of LANCASTER County, NEBRASKA.

EASEMENT -to- CITY OF LINCOLN, NEBRASKA recorded AUGUST 28, 1987 as Instrument Number 87-28851, records of LANCASTER County, NEBRASKA.

Easements reserved in the Plat and Dedication of EAST CAMPUS SQUARE FIRST ADDITION recorded MARCH 15, 1988 as Instrument Number 88-6210, records of LANCASTER County, NEBRASKA.

DEED OF TRUST executed by and between ALLEN F. KRAUSE and PATRICIA KRAUSE, Husband and Wife, Trustor, UNION BANK AND TRUST COMPANY, Trustee, and Beneficiary, in the stated amount of \$178,700.00, dated JUNE 16, 1986, recorded JUNE 18, 1986 AS Instrument Number 86-18841; records of LANCASTER County, NEBRASKA.

UCC FINANCING STATEMENT executed by ALLEN F. AND PATRICIA KRAUSE AND KRAUSE INVESTMENT COMPANY D/B/A ITS THE PITS RESTAURANT, Debtor -to- UNION BANK AND TRUST COMPANY, Secured Party, recorded JUNE 27, 1986 AS Instrument Number 86-20211; CONTINUATION RECORDED MAY 13, 1991 AS INST. 91-14157; records of LANCASTER County, NEBRASKA.

MORTGAGE executed by J. B. JAMES, INC., A NEBRASKA CORPORATION, -to- ALLEN F. KRAUSE AND PATRICIA KRAUSE, HUSBAND AND WIFE, in the stated amount of \$170,000.00; dated NOVEMBER 1, 1991, recorded NOVEMBER 12, 1991 AS Instrument Number 91-37651; records of LANCASTER County, NEBRASKA.

BLOCK

CODE
EACASA
CHECKED
ENTERED
INDEXED

JUL 1 12 54 PM '94

INST. NO. 94- 30632

CK 79881

#11/00

Scott
Krause
6700 Old
Cheney Rd
68516