

\$82.50

47127. LOT

Don J. Allen
REGISTER OF DEEDS

INST. NO 2000

2000 SEP -5 P 3 50

038888

LANCASTER COUNTY, NE

BLOCK 7
CODE
HOBUCE
CHECKED
ENTERED
EDITED

RESTRICTIVE COVENANTS

South Industrial Park LLC, a Nebraska limited liability company, and **Security Financial Life Insurance Co.**, a Nebraska corporation formerly known as The Security Mutual Life Insurance Company of Lincoln, Nebraska, are the owners as tenants in common (the "Owners") of the real estate described as follows and shown on the attached Exhibit "A" (the "Property"):

Lots 1 - 14, Horizon Business Center Addition, Lincoln, Lancaster County, Nebraska;
Outlot "A", Horizon Business Center Addition, Lincoln, Lancaster County, Nebraska.

WHEREAS, the Owners have platted the Property via the appropriate platting process through the City of Lincoln, Nebraska, said Final Plat known as "Horizon Business Center Addition" filed August 2, 2000 as Instrument Number 00-33797 with the Lancaster County Register of Deeds (the "Plat");

WHEREAS, Horizon Business Center Association, Inc. (the "Association") has been incorporated in Nebraska for the purposes of enforcing the Restrictive Covenants established upon the Property and administering and maintaining the Commons (as hereinafter defined);

WHEREAS, the Owners desire (i) to ensure the orderly and proper development, maintenance, and use of the Property, in order to protect and to preserve the overall character of the Property and its neighborhood in accordance with Owners' desires to develop an employment center, (ii) to enhance and protect the value, attractiveness and desirability of the Lots constituting the Property, (iii) to provide and maintain a uniform set of rules, regulations, and restrictions concerning the construction and use of any structures on the Property, and (iv) to provide for the maintenance, use, and operation of the Commons;

NOW, THEREFORE, the Owners hereby create, establish, adopt, and impose the following covenants and restrictions on the Property:

1. DEFINITIONS

For purposes of these Restrictive Covenants, unless the context otherwise requires, the following terms shall have the following meanings:

"Assessment Percentages" - those percentages assigned to each Lot based upon the buildable square footage of each Lot as set out in Section 4.4.

"Association" - Horizon Business Center Association, Inc., a Nebraska nonprofit corporation established for the purpose of enforcing and maintaining compliance with these Restrictive Covenants and maintaining and regulating the Commons.

"Commons" - all areas designated by the Owners now or hereafter for the common or joint use and benefit of the members of the Association, their employees, invitees, agents, and customers (and, in the case of the private roadways, the public), which shall include but not be limited to: Outlot "A" and the private roadways shown on the Plat.

"Covenants" - these Restrictive Covenants as modified or amended in accordance herewith.

"Lot" or "Lots" - All or any of Lots 1 - 14 inclusive, Horizon Business Center Addition, Lincoln, Lancaster County, Nebraska.

"Lot Owner" - every person or entity that becomes a titleholder of record of a fee or undivided fee interest in any Lot located in the Property.

"Maintenance" - shall mean the exercise of reasonable care to keep buildings, signs, streets, private roadways, curbs, gutters, parking areas, driveways, landscaping, utilities, sprinkler systems, lighting, sidewalks, loading facilities, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of private roadways shall also include snow removal and ice control. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

"Owners" - South Industrial Park LLC and Security Financial Life Insurance Co. and any successor(s) in interest to the entire ownership interest of either in the Property.

"Plans" - shall have the meaning set forth in Section 6.1.

"Plat" - shall mean Horizon Business Center Addition as filed August 2, 2000 as Instrument Number 00-33797 with the Lancaster County Register of Deeds, and all subsequent replats and amendments thereto.

"Property" - the real estate shown on the attached Exhibit A and described as Lots 1-14 and Outlot "A" of Horizon Business Center Addition, Lincoln, Lancaster County, Nebraska.

"Use Permit" - shall refer to City of Lincoln, Nebraska, Use Permit No. 117 adopted August 30, 1999 by the Lincoln City Council and any subsequent amendments thereto.

2. ASSOCIATION

2.1 MEMBERSHIP: Every Lot Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

2.2 VOTING RIGHTS: The Association shall have two (2) classes of voting membership as follows:

Class A. Class A membership shall include all Lot Owners except the Owners. Each Class A member of the Association shall be entitled to all the rights of membership, provided that each Lot shall be entitled to one vote. When more than one (1) person holds an ownership interest in a given Lot, all such persons shall be members and the vote for such Lot shall be exercised as they may determine among themselves.

Class B. The Class B membership shall consist of the owners of the Lots as of August 31, 2000, being South Industrial Park LLC and Security Financial Life Insurance Co. as tenants in common ("Owners"), who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership.

3. COMMONS

3.1 USE OF COMMONS: All Lot Owners, their employees, invitees, agents and customers (and, in the case of the private roadways, the public) shall have the right to use and to enjoy the Commons and shall have an easement upon the Commons for the use thereof, which shall be appurtenant to the interest requisite for membership.

3.2 INITIAL IMPROVEMENTS TO COMMONS: The Owners shall install at their expense all initial privately-owned improvements to or for the benefit of the Commons, including, but not limited to: access roads, private roadways, lighting, signage, and storm sewers. The Commons may be encumbered in order to fund the expense of such improvements.

3.3 CONVEYANCE OF COMMONS: The Owners shall convey Outlot "A" to the Association prior to the date on which the Class B membership in the Association is converted to Class A membership.

3.4 CONTROL OF COMMONS BY ASSOCIATION: The Commons shall be subject to the control and management of the Association through its Board of Directors. The Association shall have the right from time-to-time to establish, revoke, modify, and enforce reasonable rules and regulations with respect to all or any part of the Commons.

3.5 MAINTENANCE OF COMMONS: The Association covenants and each member of the Association, by the acceptance of a deed by which the interest requisite for membership is acquired,

shall be deemed to covenant to maintain the Commons. To maintain the Commons, members shall be required to pay assessments for the administration, maintenance, or improvement of the Commons and for other purposes of common interest and benefit to members of the Association. The covenant to maintain the Commons shall include insuring the Commons against public liability and property damage. Such insurance shall be in commercially reasonable amounts.

3.6 COSTS OF ADMINISTRATION, MAINTENANCE OR IMPROVEMENT OF COMMONS: All costs of administration, maintenance, or improvement of the Commons shall mean the total cost and expense incurred by the Association in operating, maintaining, repairing, and replacing any facility, utility, and improvement within the Commons. Such costs may include, without limitation, the cost of maintaining and replacing roads, parking areas, gardening and landscaping, grass cutting, retaining walls, line painting, lighting, maintenance of sanitary control, snow and ice removal, drainage, channel maintenance, rubbish and other refuse removal and control, public liability and property damage insurance premiums, repairs, depreciation on equipment and machinery used in such maintenance, cost of postage, photocopies, telephone and fax charges, or other expenses and personnel required to provide such services and management, together with a reasonable charge for overhead, or amounts paid to independent contractors for any or all of such services. Specifically, the costs will include the Association's responsibility to maintain the Garrett Lane extension to Thirteenth Street as access for the proposed high school.

The Association shall keep accurate records of the costs associated with the administration, maintenance, and improvement of the Commons for the purpose of making assessments as provided by these Covenants.

4. ASSESSMENTS

4.1 DETERMINATION OF ASSESSMENTS: The Board of Directors of the Association shall fix the assessments. Assessments shall be based upon the Assessment Percentages allocated to the Lots within the Property as provided in Section 4.4 below. Assessments may be regular or special and payable in such periodic installments as the Board of Directors shall determine. Each member's assessment shall be determined on an annual basis for each fiscal year, prorating fractional years.

4.2 PAYMENT: The members shall pay assessments to the Association as billed. An estimate of the Association's cost for administration, maintenance, and improvement of the Commons shall be made annually and at the option of the Board of Directors, each member shall pay one-fourth of the estimated assessment per quarter in advance within thirty (30) days of the date of the statement which shall be the due date. The By-Laws of the Association or a written policy of the Board of Directors shall detail more specifically the assessment procedure. Each such assessment shall be the personal obligation of the person who was the Lot Owner at the due date of the assessment, if not paid by such due date shall bear interest at the rate then being charged by Lancaster County for delinquent taxes until paid, and, when shown of record, shall be a lien upon the Lot.

4.3 LIEN OF ASSESSMENTS: The lien of any annual or special assessment shall, until shown of record, be subordinate to the lien of any mortgage placed upon the Lot against which the assessment is levied.

4.4 **ALLOCATION OF ASSESSMENT PERCENTAGES:** Assessment Percentages are allocated to the Lots within the Property based upon the buildable square footage of each Lot, and are as follows:

Lot Number	Buildable Square Footage	Assessment Percentage
1	3,200	0.975%
2	13,000	3.961%
3	20,000	6.094%
4	20,000	6.094%
5	10,000	3.047%
6	50,000	15.235%
7	22,000	6.703%
8	30,000	9.141%
9	22,000	6.703%
10	50,000	15.235%
11	24,000	7.313%
12	24,000	7.313%
13	4,000	1.219%
14	36,000	10.969%
	Total: 328,200	100.000%

5. USE PERMIT

5.1 **USE PERMIT:** No Lot within the Property shall be used other than as designated under the Use Permit. All buildings and improvements within the Property shall be constructed in conformity with the applicable zoning and building codes of the City of Lincoln, Nebraska, and in conformity with the Plans approved pursuant to Section 6 of these Covenants.

5.2 **AMENDMENTS TO USE PERMIT OR FINAL PLAT:** Owners shall have the right at any time to amend the Use Permit or the Plat for the Property. Lot Owners, other than the Owners, may not amend the Use Permit or the Plat without the prior written consent of the Owners or, if Owners have transferred their Section 6.1 rights to the Association, the Association. Members of the Association covenant not to object to any amendment of the Use Permit or the Plat provided the amendment does not change the approved use for their Lot without their consent. Owners shall have the right to alter the Lot configurations in any Plat amendment within the Use Permit. Upon approval by the City of Lincoln, Nebraska of any amendment to the Use Permit or the Plat, the amended document, including the amended use, permitted building area or Lot configuration, shall govern interpretation of these Covenants.

6. ARCHITECTURAL CONTROL

6.1 **ARCHITECTURAL CONTROL; APPROVAL OF PLANS:** Plans for any building or other temporary or permanent exterior improvement, including advertising devices, signage, lighting, fences, exterior remodeling, color scheme, glass color, reconstruction or additions, shall be submitted to the Owners and shall show the design, size and exterior material for the roof, building or improvement, the plot plan and landscape plan for the Lot. One set of the approved plans ("Plans") shall be left on permanent file with the Owners. Construction of the building or improvement shall not be commenced unless written approval of the Plans has been secured from the Owners. Written approval or disapproval of the Plans shall be given by the Owners within thirty (30) days after the receipt thereof. The Owners shall have the exclusive right to disapprove of the Plans, if in the Owners' opinion, the Plans do not conform to the general standard of development in the Property. Upon disapproval, a written statement of the grounds for disapproval shall be provided.

6.2 **TRANSFER OF OWNERS' RIGHTS:** The rights and duties reserved to the Owners under Section 6.1 above may be assigned to the Association by Owners at any time, but shall be assigned to the Association after buildings have been placed or constructed upon three-fourths of the Lots within the Property. Notwithstanding any such assignment, Owners reserve Section 6.1 rights and duties for Lots of which the Owners are the titleholders.

6.3 **PLAN APPROVAL STANDARDS - DESIGN COVENANTS:** The minimum standards to be applied in the review of Plans for all buildings and improvements constructed, remodeled, or reconstructed within the Property are established in certain Design Covenants adopted by the Owners. One copy of these Design Covenants, as amended from time-to-time, shall be on permanent file with the Owners. The Design Covenants are set forth in this Section, below. The intent of specific references in Section 6.3.3 and Section 6.3.4 to specifications and materials is to establish clear design standards, for which substitute, comparable, or equivalent alternative products, materials, or colors will be considered by the Owners as a part of the Section 6.1 Plan approval process.

6.3.1 ***Building Types.*** Building types shall be limited to: retail, one- and two-story office, flex space, and warehouse structures.

6.3.2 ***Building Scale and Proportion.*** One-story office and retail buildings must have sloping roofs or a combination of tapered and sloping roof. Sloped roof ends including dormers are to be consistent among structures.

6.3.3 ***Exterior Solid Wall Materials.*** Walls shall be constructed with materials that emphasize the primary points of entry.

6.3.3.1 ***Retail and office buildings*** shall have solid wall materials consisting predominately of:

(i) split face block manufactured by Watkins in the color of putty in combination with smooth units or brick for horizontal banding, unit size of 8" x 16" x 6" and 8" nominal,

(ii) face brick manufactured by ACME in the color of Blend 250, unit size of 4" x 8" nominal,

(iii) cast stone manufactured by Continental in color 1103, or

(iv) expanded fiberglass insulation system (EFIS) in a color to match the retail or office building.

6.3.3.2 Flex space buildings shall have solid wall materials consisting predominately of:

(i) face brick manufactured by Yankee Hill in the color of G-2 Velour and unit size of 4" x 8" nominal,

(ii) cast stone manufactured by Continental in color 1103, or

(iii) expanded fiberglass insulation system (EFIS) in a color to match the flex space building. Entrances for flex space buildings shall consist of either split face block manufactured by Watkins in the color of putty in combination with smooth units or brick for horizontal banding and unit size of 8" x 16" x 6" and 8" nominal or cast stone manufactured by Continental in color 1103. Less visible side and backside walls shall be made of tilt-up concrete in an integral color or painted to match the flex space building(s).

6.3.3.3 Warehouse buildings shall have solid wall materials consisting predominately of tilt-up concrete in an integral color or painted to match the flex space building(s). Entrances shall consist of either split face block manufactured by Watkins in the color of putty in combination with smooth units or brick for horizontal banding, and unit size is 8" x 16" x 6" and 8" nominal, or face brick manufactured by Yankee Hill in the color of G-2 Velour and unit size of 4" x 8" nominal.

6.3.4 Window and Storefront Systems. Windows and storefronts shall have aluminum frames in Kawnear Hunter Green or a comparable color. Aluminum sunshades are not required, but if used, they must match the color of the aluminum frames. In addition, all primary business entrances are to have an extended overhang beyond the door swing.

6.3.5 Shingles. All sloping roofs must have heavy-duty asphalt shingles. The color and pattern of the shingles must be uniform among all of the buildings.

6.3.6 Screen Walls. All trash containers, mechanical equipment, and transformers shall be screened with brick or concrete masonry unit (CMU) walls consistent with the Section 6.3.3 and 6.3.4 building materials for the building served by such equipment.

6.3.7 Accent Colors. Accent colors, details, and materials will be considered individually by the Owners.

6.3.8 Landscaping. All landscaping shall be coordinated with and consistent with the overall landscape plan for the Property. See Section 7.5.

All Lot Owners shall be responsible for strictly complying with these Design Covenants. Upon failure to comply with these Design Covenants, the Owners may contract for the services reasonably necessary to bring the Lot into compliance and assess the actual costs plus a ten percent (10%) administrative charge against the Lot. When shown of record, such assessment shall be a lien upon the Lot and shall bear interest at the rate established by the Association for unpaid assessments.

These Design Covenants may be revised or amended pursuant to Section 6.4, herein. The Design Covenants shall be available for review by all Lot Owners, mortgagees, and prospective Lot Owners.

6.4 AMENDING DESIGN COVENANTS: The Owners reserve the right on behalf of themselves, their successors and assigns, and the Association, to revise and to amend the Design Covenants subject to the written approval of the holders of two-thirds of the cumulative total of voting rights established without regard to class of membership (one vote per Lot). Amendments to Design Covenants need not be filed in order to be effective or enforceable against any Lot Owner having notice of the amendment. Temporary construction office or trailers and temporary equipment storage structures shall not be subject to the Design Covenants. The Owners reserve the right to locate a permanent maintenance structure within the Property, which may not strictly conform to the Design Covenants.

7. CONSTRUCTION & MAINTENANCE - LOTS

7.1. COMPLETION OF CONSTRUCTION; OPTION TO REPURCHASE: Any building or other improvement placed or constructed upon any Lot within the Property shall be completed within two (2) years after the commencement of construction. In the event construction does not occur within two (2) years from the date title to the Lot is transferred by the Owners, the Owners, their successors and assigns, shall have the option to repurchase the Lot for the amount paid to the Owners for the Lot. The Owners may exercise the option by sending written notice to the then titleholder of the Lot.

7.2 EXTERIOR MAINTENANCE: All members of the Association covenant to maintain their Lot and improvements and to comply with the Design Covenants in a neat and attractive manner. In addition to the Design Covenants, the Association may adopt from time to time minimum exterior maintenance standards to establish the minimum acceptable standards for satisfaction of this covenant.

7.3 EXTERIOR MAINTENANCE ASSESSMENT: In the event a Lot Owner fails to maintain a Lot according to the maintenance standards, the Association may, upon ten (10) days' written notice to the Lot Owner, maintain the Lot and the exterior of any improvements and shall have the right to enter upon any Lot, at reasonable times, to perform such maintenance. The written notice shall specify the required maintenance and the time by which it must be completed. The actual cost of the maintenance, plus a ten percent (10%) administrative fee, shall be paid by the Lot Owner to the Association within ten (10) days of billing. Upon failure of the Lot Owner to remit payment, the cost of maintenance and administrative fees shall be specifically assessed against the Lot, shall bear interest at the rate provided for unpaid assessments and, when shown of record, shall be a lien upon the Lot.

7.4 SPRINKLER SYSTEMS: All Lots within the Property shall have an underground sprinkler system installed on the Lot by the Lot Owner prior to seeding or sodding the Lot. The Owners shall have the right to name the designer of the sprinkler system in order to assure continuity and compatibility of the individual systems with the overall system of water distribution. Plans for the sprinkler system shall be approved by the Owners prior to installation.

The Lot Owners are also responsible for maintaining and repairing the underground sprinkler systems on their respective Lots.

7.5 LANDSCAPING: The overall landscape plan for the Property is available from the Owners upon request. A landscape plan for each Lot shall be submitted to Owners as a part of the Plans required to be approved under Section 6.1 of these Covenants. The plan must meet or exceed the landscape plan for the Property and the landscape requirements of the City of Lincoln, Nebraska, and must conform to both. Landscape requirements of each Lot Owner shall include the responsibility of the Lot Owner to plant and maintain street trees. The landscaping requirement shall be extensive and shall be commensurate with the area of the Lot and the size of any building to be constructed. No landscaping will be installed or preparatory work undertaken until the Owners have approved the landscaping plan in writing, including all appropriate phasing. The Lot Owner of each Lot submitting a landscaping plan hereby consents to allow the Owners to submit said plans to the Owners' landscaping contractor of their choice to submit a bid to the Lot Owner of the Lot for the landscaping contemplated under the landscaping plan.

Within six (6) months after the completion of construction on any Lot within the Property, the Lot Owner of each Lot shall install and continually maintain any landscaping required under the terms of these Covenants, the Use Permit, or the Plans for the Lot. All Lot Owners shall be responsible for maintaining the landscaping in an attractive and healthy manner. These responsibilities include but are not limited to: watering, weeding, trimming and replanting.

Upon failure to comply with this requirement, the Association may contract for the services reasonably necessary to bring the Lot into compliance and assess the actual costs plus a ten percent (10%) administrative charge against the Lot. When shown of record, such assessment shall be a lien upon the Lot and shall bear interest at the rate established by the Association for unpaid assessments.

7.6 MAINTENANCE OF LANDSCAPE SCREENS: The Lot Owner of each Lot within the Property upon which a landscape screen is installed, whether composed of structural or live plant material as required by the City of Lincoln, Nebraska, shall be deemed to covenant to maintain the screen. Upon failure to comply with this requirement, the Association may contract for the services reasonably necessary to maintain the screen and to bring the Lot into compliance with the design standards of the City of Lincoln, Nebraska. The actual cost of such services, plus a ten percent (10%) administrative charge, may be assessed against the Lot by the Association. When shown of record, such assessment shall be a lien upon the Lot and shall bear interest of the rate established by the Association for unpaid assessments.

7.7 BUFFER AREA: The landscape plan for the Property must include a forty foot (40) buffer area along the west boundary of the Property with native trees planted in Wilderness Park to fill in areas to provide a one hundred percent (100%) screen of the vertical plane extending along the entire length of the Property from six feet to a height of twenty feet above adjacent ground elevation from the closest designated trail located in Wilderness Park to the satisfaction of the Parks and Recreation Department. The landscape plan for the Property must also show the planting of additional native trees along the west side of the Property that together with the trees that are shown to remain provides a one hundred percent (100%) screen of the vertical plane extending along the entire length of Horizon Business Center and from six feet to a height of twenty feet above the adjacent ground elevation.

7.8 EROSION CONTROL: During construction on any Lot in the Property, the Lot Owner shall control soil erosion in accordance with the City of Lincoln, Nebraska requirements including, but not limited to, the use of an erosion control mat, straw bales, and fencing. Upon failure to do so, the Association may enter upon the Lot and contract for the services necessary to control erosion and bring the Lot into compliance with this section and assess the actual costs plan a ten percent (10%) administrative charge against the Lot. When shown of record, such assessments shall be a lien upon the Property and shall bear interest at the rate established by the Association for unpaid assessments.

7.9 GRADING: The Owners shall have the exclusive right to establish grades and slopes of all Lots within the Property and to fix the grade at which any building or other improvement shall be placed or constructed upon any Lot, in conformity with the general plan for the development of the Property. The grading plan must specifically limit the peak rate of stormwater discharged from the subdivision for the two (2) year storm to the satisfaction of the Director of Public Works. A vegetative buffer and/or natural plantings, instead of a flow liner, shall be along the drainage ways to slow stormwater, reduce erosion and improve water quality. In addition, the Property must be graded so no net loss of Salt Creek flood storage volume occurs.

7.10 SIGNAGE: Signage shall be permitted on any Lot within the Property conforming to the Sign Ordinance of the City of Lincoln and shall be subject to written approval by the Owners pursuant to Section 6.1 of these Covenants. Signage will be reviewed to coordinate consistent scale and location on each building type. The type, location, height, and size of the sign(s) shall be submitted for review with the building permit and to the Owners for approval. However, the Owners may erect signs advertising Lots for sale within the Property, and a sign advertising a single Lot for sale may be erected upon any Lot within the Property.

7.11 LIGHTING: All parking areas and dock areas adjacent to the railroad tracks on the west side of the Property shall comply with the Parking Lot Lighting Design Standards for Parking Lots from the Design Standards for Zoning Regulations in order to reduce the amount of lighting in the area nearest Wilderness Park. Any lighting for the dock areas or in the western three hundred (300) feet of the permit shall contain sharp cut off shields, and all light fixtures located on free standing poles shall face away from Wilderness Park. All ornamental/area lighting must also be in accordance with the Horizon Business Center Lighting Standards approved by the City of Lincoln.

Lot Owners shall install at their expense all necessary lighting which must be consistent with these Covenants. If said lighting is not consistent with these Covenants, the Owners shall remove or alter lighting which fails to conform to these Covenants. The cost of removing or altering lighting shall be assessed to the Lot Owner. The Association may, upon ten (10) days written notice to the Lot Owner, the Owners shall have the right to enter upon any Lot, at reasonable times, to remove or alter such lighting. The written notice shall specify the required removal or alternation and the time by which it must be completed. The Lot Owner shall pay the actual cost of the removal or alteration, plus a ten percent (10%) administrative fee, to the Association within ten (10) days of billing. Upon failure of the Lot Owner to remit payment, the cost of removal or alternation and administrative fees shall be specifically assessed against the Lot, shall bear interest at the rate provided for unpaid assessments and, when shown of record, shall be a lien upon the Lot.

7.12 LIGHTING FOR SERVICE STATION: Any lighting placed on any lot that contains a service station or a convenient store with gas pumps shall not exceed the Service Station (at grade) standard set forth in the Illuminating Engineering Society of North America (IESNA) Lighting Handbook 8th Edition.

Lot Owners shall install at their expense all necessary lighting in accordance with the above stated restrictions. Written notice shall be given to a Lot Owner who fails to comply with the lighting standards. See Section 7.11, above for written notice and assessment of costs.

7.13 SETBACKS: The buildings of all Lot Owners, at minimum, must comply with the following restrictions: a front yard setback from the Lot line of fifty (50) feet, a side yard setback of twenty (20) feet but fifty (50) feet if abutting a residential area, and a rear yard setback of twenty (20) feet or fifty (50) feet if abutting a residential area. The setbacks are in accordance with I-3 zoning standards which regulate structural walls but do not restrict overhangs, non-heated enclosed areas, door and window swings. On the western Property line which borders Wilderness Park, the setback must be two hundred (200) feet from the Property line to the building, and the parking area must be setback ninety (90) feet from the Property line.

7.14 TENT USAGE: Lot Owners may use tents between April 1 and November 1 annually. The maximum size of the tent is eighty (80) feet by forty (40) feet. There may be no parking within twenty (20) feet of the tents. Multiple tents are permissible but the total number of tents may not cover the minimum number of parking stalls required by the Lincoln Design Standards or other existing authority.

7.15 OUTSIDE STORAGE: No materials that could potentially harm the wetlands or the soil will be permitted to be stored outside on any Lot. No other storage of materials outside on a Lot shall be permitted except upon the prior written approval of the Owners and the maintaining of appropriate screening that has been approved by Owners pursuant to Section 6 of these Covenants. In the event a Lot Owner stores materials outside in violation of this covenant, the Owners may, upon ten (10) days written notice to the Lot Owner, enter the Lot, at reasonable times, to remove such materials. The written notice shall specify the required removal and the time by which it must be completed. The Lot Owner shall pay the actual cost of the removal, plus a ten percent (10%) administrative fee, to the Owners within ten (10) days of billing. Upon failure of the Lot Owner to remit payment, the cost of removal and administrative fees shall be specifically assessed against the Lot, shall bear interest at the rate provided for unpaid assessments and, when shown of record, shall be a lien upon the Lot.

8. EASEMENTS

8.1. COMMONS: Every Lot Owner and such Lot Owner's tenants, employees, invitees, agents and customers shall have a non-exclusive right and easement of enjoyment in, access to, and use of the Commons, which easement shall be appurtenant to and shall pass with the title to such Lot, subject to the following rights of the Association:

- (a) The right to suspend the voting rights of any Lot Owner for periods during which assessments against such Lot remain unpaid.
- (b) The right to dedicate or transfer all or any part of the Commons to any municipality, public agency, authority or utility for such purposes and subject to such conditions as may be acceptable to the Board of Directors and agreed by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds of each class of members agreeing to such dedication or transfer has been duly recorded.
- (c) The right to establish rules and regulations from time-to-time regarding the use of the Commons.

8.2 PRIVATE ROADWAY AND ACCESS EASEMENTS: The private roadways shown on the Plat are hereby dedicated to the public. The access easements and any pedestrian way easements shown thereon shall be used for public access, and the public is hereby granted the right of such use. The right of direct vehicular access to South 14th Street from Lots abutting said street is hereby relinquished.

8.3 NO BUILDING ON UTILITY OR DRAINAGE EASEMENTS: The construction or location of any building or structure, excluding fences, over, upon, or under any easement shown on the Plat shall be prohibited. The construction of any fence or other improvement which obstructs drainage shall be prohibited over, upon, or under any storm drain easement or drainage easement shown thereon.

Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded Plat. Within these easements, no structural, live plant, or other material shall be placed or permitted to remain which may damage or interfere with, or change the direction of flow of drainage facilities in the easements. No building or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right-of-way, and such easements, reservations, and rights-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees, and contractors, and shall also be open and accessible to the Owners, their successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights-of-way are reserved.

8.4 MAINTENANCE: The easement area of each Lot and all improvements therein shall be continuously maintained by the Lot Owner of such Lot, except for improvements or maintenance of which a public authority or utility company is responsible. The Association, through its duly authorized agents, employees and contractors, shall have the right after reasonable notice to the Lot Owner thereof, to enter upon any such Lot at reasonable time to perform such maintenance as may be authorized herein.

9. RESTRICTIONS ON SPECIFIC LOTS

9.1 NO LIQUOR LICENSE: Lot Owner(s) of Lots 1 and 2, as identified on the Plat, shall not obtain a liquor license. Such Lot Owner(s) is (are) prohibited from obtaining, selling, permitting, and/or consuming alcoholic liquor, including beer, on Lots 1 and 2.

10. MISCELLANEOUS; ENFORCEMENT

10.1 AMENDMENTS: These Covenants shall run with the land and shall be binding upon and enforceable by the Owners, the Association, and all persons claiming under the Owners. These Covenants may be terminated or modified, in writing, by the holders of two-thirds of the cumulative total of voting rights established at any time. However, the provisions of these Covenants governing membership in the Association and maintenance of the Commons shall not be terminated or modified without the approval of the City Attorney and the filing of such amendment with the Register of Deeds.

10.2 NUISANCE: No noxious or offensive activity shall be conducted or permitted upon any Lot within the Property, nor anything which is or may become an annoyance or nuisance to adjoining Lot Owners or which endangers the health or unreasonably disturbs the quiet of the adjoining Lot Owners, their tenants, employees, invitees, agents, and customers.

10.3 ENFORCEMENT: The Owners, the Association, any Lot Owner, or, if the proceedings are to enforce the covenants regarding maintenance of the Commons, the City of Lincoln, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of these Covenants. Such proceedings may be to restrain violations of these Covenants, to enforce any lien or obligation created hereby, or to recover damages. Failure of the Owners, the Association, any Lot Owner, or the City to enforce any covenant, restriction, easement, reservation, lien, or other charge herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Association is dissolved, the Lot Owners shall remain jointly and severally liable for the cost of maintenance of the Commons.

10.4 SEVERABILITY: Invalidity of any one of these covenants, restrictions, easements, or reservations by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

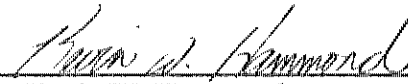
10.5 DURATION: These Restrictive Covenants shall run with the land and shall be binding upon the Association, the Owners, the Lot Owners, and all persons claiming title through chain of title from any Lot Owner.


SOUTH INDUSTRIAL PARK, LLC, A Nebraska
limited liability company

By: Lin-Keo Investment Co., L.L.C., Manager

By: 
Donald W. Linscott, member

SECURITY FINANCIAL LIFE INSURANCE CO., a
Nebraska corporation, *formerly known as The Security
Mutual Life Insurance Company of Lincoln, Nebraska*


By: 
Kevin W. Hammond,
Vice President, Chief Investment Officer

By: 
William R. Schmeeckle,
Vice President, Chief Financial Officer

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 1st day of Sept, 2000 by Donald W. Linscott, member of Lin-Keo Investment Co., L.L.C., a Nebraska limited liability company that is Manager of South Industrial Park, LLC, a Nebraska limited liability company, on behalf of both such companies.

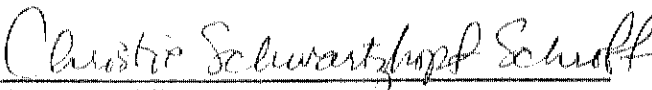



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 1st day of Sept, 2000 by Kevin W. Hammond, Vice President and Chief Investment Officer, and William R. Schmeeckle, Vice President and Chief Financial Officer, of Security Financial Life Insurance Co., a Nebraska corporation formerly known as The Security Mutual Life Insurance Company of Lincoln, Nebraska, on behalf of the corporation.




Notary Public

[illegible]

20572-2