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**BLONDO 108 BUSINESS PARK
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

The undersigned, Business Park Development Co., a Nebraska corporation ("Declarant"), to protect the desirability of the within described lots in Blondo 108 Business Park for the undersigned and for all subsequent owners of lots therein, hereby declares that the following covenants, conditions and restrictions shall be binding on all present and future owners of all or any part of the following described real estate (referred to herein as "Blondo 108 Business Park" or the "Premises"):

Lots 1 through 16, inclusive, and Outlot A in Blondo 108 Business Park, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska

RECITALS:

A. Declarant currently owns all of the Premises; and

B. Declarant desires to establish minimum building development and operating standards consistent with an architecturally attractive, well operated and maintained business park.

NOW THEREFORE, Declarant hereby declares and adopts the following covenants, conditions and restrictions on the Premises, which shall run with the equitable and legal title to the land and shall be for the benefit or burden, as the case may be, of the present and future Owner(s) of any portion of the Premises, and their respective heirs, legal representatives, successors and assigns, and any mortgagees of Lots in the Premises.

1. **Definitions.** The following words and phrases shall have the following meanings:

a. "Building Area" shall mean the areas of the Parcel on which buildings may be constructed, placed or located under applicable zoning ordinances.

b. "Parking and Green Area" shall mean all of the area of the Parcels exclusive of those parts of the Building Areas on which an Owner from time to time constructs a building.

c. "Declaration" shall mean this Blondo 108 Business Park Declaration of Covenants, Conditions and Restrictions.

d. "Development Agreement" and "Subdivision Agreement" mean, respectively, the Development Agreement between the City of Omaha and

Declarant adopted by Resolution of the City Council of Omaha, Nebraska on November 16, 2004, and the Subdivision Agreement between the City of Omaha, Sanitary and Improvement District No. 510 of Douglas County, Nebraska, and Declarant dated as of November 16, 2004, which provide for, without limitation, use, density and other requirements for Blondo 108 Business Park.

e. "Landscape Plan" shall mean a professionally prepared plan that depicts landscaping improvements.

f. "Outlot" shall mean the Outlot A as shown on the plat of Blondo 108 Business Park.

g. "Outlot Improvements" shall mean any detention basin, drainage facility or other improvements required to be constructed by Declarant on the Outlot under the terms of the Development Agreement or Subdivision Agreement, together with any landscaping improvements constructed on the Outlot.

h. "Owner" means each person, partnership, corporation, trust, limited liability company or other entity now or hereafter holding fee title to any Lot or part thereof.

i. "Parcel" and/or "Lot" shall mean lots 1 through 16, Blondo 108 Business Park, individually, and any legal lot duly subdivided or legally designated within Blondo 108 Business Park other than the Outlot.

j. "Permitee" shall mean all Owners, their tenants or licensees, and each of their respective officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors and invitees.

2. Use Restrictions.

a. All uses must conform to uses permitted by the Development Agreement and any subsequent amendments thereto, and all applicable zoning regulations, as well as the provisions contained herein.

b. All Owners must use their Parcel in a manner consistent with a desirable and attractive business park environment. No uses producing nuisances, objectionable conditions, open or visible trash, weeds, outdoor display or overnight storage of personal property are permitted. Without limitation of the foregoing, the following uses shall not be permitted on any Parcel:

1. Off track betting, bingo parlor, keno or other gambling establishments;

2. Massage parlors;
3. Bowling alley;
4. Car, truck or recreational vehicle repairing, rental, servicing, sale; display or leasing;
5. Adult book or video store (meaning any book or video establishment deriving more than five percent (5%) of its revenue from the sale, lease, rental or display of sexually explicit materials of any kind);
6. Pawn shop, fire or bankruptcy sales or vendors;
7. Junk yard or stock yard;
8. An establishment for the boarding or rearing of animals; and
9. Tattoo or piercing parlor.

c. Prior to any Owner requesting a building permit on any Lot for any improvement which would cause the minimum gross building square footage to be less than the FAR required by the Development Agreement for, the Owner shall, at its expense, obtain the written transfer of the necessary gross building square footage from the Owner of another Lot and comply with Section V.C of the Development Agreement.

d. Prior to building construction, Owners shall be required to maintain their respective Lots and adjacent street rights-of-way minimally complying with Section 5f of this Declaration. Such maintenance must be sufficient to present an attractive appearance consistent with a desirable business park setting. Maintenance of building set-back areas on a Lot and adjacent rights-of-way adjacent to a Lot which are not used for developed streets and required building setback areas must be performed by the Owner of the Lot at regular intervals as may be permitted by the entity that controls such right-of-way.

3. Building Areas.

a. Each Owner agrees that all construction activities performed by it within the Premises shall be performed in compliance with all applicable laws, rules, regulations, orders and ordinances of the City, County, State and Federal government or any department or agency thereof. All construction shall utilize

new materials, and shall be performed in a good, safe, and workman-like manner. Each Owner agrees that it will perform its construction activities in a manner which will not:

(i) unreasonably interfere with the use, occupancy or enjoyment of any part of the remainder of Blondo 108 Business Park by any other owner or its Permittee;

(ii) unreasonably interfere with construction work being performed on other part of Blondo 108 Business Park.

b. In connection with any construction, reconstruction, repair or maintenance on its Lot, each Owner reserves the right to create a temporary staging and/or storage area in the Parking and Green Area or in the Building Area on its Lot at such location as will not reasonably interfere with access between such Owner's Lot and the other areas of Blondo 108 Business Park. Except as provided in Section 3c below, all storage of materials and the parking of construction vehicles, including vehicles of workers shall occur only on the constructing Owner's Lot.

c. The Owner of each lot upon which a building permit has not yet been issued hereby grants and creates a temporary construction easement for the benefit of the respective Owners of adjoining Lots (which for the purposes of this Section, includes such Owner's employees and invitees) to use so much of any Lot as may be necessary and consistent with sound construction practice, during and in connection with the initial construction of the buildings to be constructed on any such other Lot. The use by any Owner of such temporary construction easement shall be subject to the prior written approval of, and ongoing regulation by, the Owner of the affected Lot. Such approval shall not be unreasonably withheld or delayed and such regulation shall be reasonable; provided, however, the size and scope of such easement shall be designed, and the use of the easement shall be effected, in a manner that minimizes any interference with the use and enjoyment by the Owner of the affected Lot, and provided further that the duration of such easement shall not extend beyond the first to occur of: (i) the date on which the Owner of the affected Lot secures a building permit for its own construction; or (ii) the period of time reasonably required to effect the construction, subject to delays for causes beyond the constructing Owner's control. The constructing Owner shall be responsible for the prompt removal of all construction debris from its Lot and any other adjacent Lot resulting from the constructing Owner's construction activities. Any material damage to the affected Lot caused by such construction shall be promptly repaired or restored at the expense of the constructing Owner. In the event that any Owner is performing construction activities and utilizes an adjacent Owners Lot in violation of this Section 3c., the Owner of the Lot whose rights are being violated shall have the right to deliver written notice to the violating Owner to cure

the violations, and should the violating Owner fail to cure such violation within ten (10) business days of receipt of notice, the Owner whose rights are being violated may take any action as may be reasonably necessary or appropriate to cure such violation. Upon effecting a cure of such violation, such Owner may deliver to the violating Owner an invoice that itemizes the Owners reasonable expenses in curing such violations, which the violating Owner shall pay no later than ten (10) business days of receipt. Should the violating Owner fail to timely pay such invoice the Owner of the Lot that cures such violation shall have a lien against the violating Owners Lot, may file a notice of lien liability with the Douglas County, Nebraska, Register of Deeds and shall have the same rights and remedies as afforded the Association in Section 4I. of this Declaration with respect to delinquent assessments.

d. The Owners of the Lots shall cooperate in the granting of appropriate and proper temporary and perpetual easements for the installation, repair and replacement of storm drains, sewers, utilities and other property utility services necessary for the orderly development and operation of Blondo 108 Business Park. The Owners of the Lot shall use their best efforts to cause the installation of such utility and service lines prior to the paving of the Parking and Green Areas. No such storm drains, utilities or services of an Owner required to service its Lot shall be installed within the Building Areas on the other Owner's Lot.

4. *Property Owners Association.*

a. A Property Owners Association ("Association") to be known and designated as "Blondo 108 Business Park Property Owners Association", hereinafter referred to as the "Association" shall be formed by the Declarant for the purposes of:

1. Owning, maintaining, supervising and operating the Outlot and Outlot Improvements following their initial construction by Declarant, including but not limited to the water detention facility thereon, the green space, fences and related amenities.

2. Owning, maintaining, repairing and replacing any Blondo 108 Business Park common signage constructed by Declarant on areas in which easements have been granted in favor of the Association.

3. Maintaining, repairing and replacing, as necessary and appropriate, the trees installed by Declarant on the school property immediately adjacent to Blondo 108 Business Park, provided, that the Association is granted an easement for such maintenance, repair and replacement, and provided, further, that such obligation shall not

commence until the expiration of the warranty period for such trees as provided by the contractor hired by Declarant to install the trees.

4. The enforcement of the provisions of this Declaration and any other rules and regulations relating to Blondo 108 Business Park.

5. Fixing, levying, collecting and enforcement of all charges, dues or assessments pursuant to the terms of this Declaration.

6. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association, including, but not limited to the payment and purchase of property damage and casualty insurance, liability insurance, and insurance covering the actions of the directors and/or officers of the Association.

7. The employment of professionals and consultants to advise and assist the officers and directors of the Association in their performance of their duties and responsibilities for the Association.

8. The exercise of any and all other powers and privileges, and the performance of any and all of the duties and obligations of the Association as may be contemplated by this Declaration or as may be authorized in the Articles of Incorporation and Bylaws of the Association, as any of the same may be amended from time to time.

b. The present Owner and future Owners of each Lot, now or hereafter created, shall be a member of the Association. Membership in the Association shall automatically transfer to every new Owner of fee simple title to a Lot.

c. (i) Voting rights of each Owner are determined by that Owner's prorata share of the total square footage of Lots 1 through 16 in Blondo 108 Business Park as set forth on Exhibit "A" attached hereto, provided, however that until the earlier of: A. the date on which Declarant owns no more than three (3) Lots; or B. the date that is five (5) years from the date of recording of this Declaration, the interests of Owners other than the Declarant shall be deemed non-voting and the Declarant shall have the sole voting rights.

(ii) In the event that any Lot(s) are hereafter created or changed by a duly approved subdivision of an existing Lot there shall be a reallocation of the pro rata share and number of Member Votes reflected on Exhibit "A", to be adjusted according to the relative square footage of the new Lot(s).

d. Except as otherwise provided herein, actions of the Association shall require a simple majority of the total of the votes allowed hereby votes. Duly executed proxies shall be counted in such voting.

e. Following the Declarants completion of the initial Outlot Improvements, the Association shall maintain the Outlot and Outlot Improvements, in good, proper and working condition. Damage, deterioration, wearing out or destruction of any Outlot Improvements shall be repaired and restored by the Association. The Association may enter onto any Lot in order to perform such functions, but in doing so shall reimburse any Owner for all damage caused to its property.

f. The Association shall at all times carry and maintain reasonably sufficient amounts of property damage, liability, and other types of insurance for the benefit of itself and its members.

g. If the Owner of any Lot fails to maintain its Lot or Lots in accordance with this Declaration, then the Association may, at its option, but without obligation to do so, after first giving ten (10) days written notice to the Owner, enter upon the Lot for the purpose of performing such maintenance at such Owner's sole expense. Any expense incurred by the Association under this Section 4g shall become a lien against such Owner's Lot to the same extent as dues and assessments immediately following the Associations delivery of an invoice to the Owner for the cost of such maintenance undertaken by the Association and which may, include, a ten percent (10%) overhead charge by the Association.

h. The Association may incur reasonable expenses in the course of conducting its functions. Such expenses may include material and/or services which the Board of Directors shall determine are appropriate and reasonably necessary to keep Blondo 108 Business Park in a well maintained and operating condition.

i. The Board of Directors shall from time to time fix the amount of annual assessments to be charged to each Lot to pay for the expenses of the operation of the Association and for the Associations performance of its duties and obligations under this Declaration. As a limited exception to the foregoing, any costs incurred by the Association as a result of the performance of maintenance items under Section 4g above, shall be assessed directly against the Owner of the Lot on which services were performed by the Association. The Board of Directors shall endeavor to prepare an annual operating budget for consideration of the Members at the annual meeting of Members which shall be the basis for assessing the Lots during each calendar year. In the event that the actual operating expenses exceed the budgeted expenses, the Board of

Directors may, from time to time as appropriate, adjust the amount of regular assessments. All such assessments shall be charged to each Lot on a pro rata basis according to each Owners pro rata share of the total square footage of Blondo 108 Business Park as set forth in Exhibit "A" attached hereto. Such assessments, at the election of the Board of Directors, shall be payable on a monthly, quarterly, semi-annual or annual basis. Upon determination of the amount of the assessments, written notice of such assessments and the due dates for such assessments shall be delivered to each Owner.

j. All assessments together with interest thereon, costs and reasonable attorneys' fees and Association management fees, shall be payable, and will become delinquent if not paid within thirty (30) days after their due date as set forth in the written notice thereof to the Owners. All successors and other parties acquiring an interest in a Lot shall take title subject to the lien for such assessments and shall be bound to inquire of the Association as to the amount of any unpaid assessments.

k. The Association may suspend the voting rights of any Owner owing delinquent assessments or charges.

l. Delinquent assessments shall bear interest from the date they become delinquent as and upon delinquency shall also be subject to a late charge of ten percent (10%) of the amount of the assessment. Interest shall accrue at the greater of ten percent (10%) per annum or three (3) points over New York prime rate as published on the assessment due date by the *Wall Street Journal* or the successor thereof. Costs and reasonable attorneys' fees shall also be a charge and continuing lien as hereinafter provided upon the Lot with respect to which the assessments are charged. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Lot as if the lien was a mortgage, and/or pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action, reasonable attorneys' fees incurred by the Association with respect to such action. The mortgagee of any lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. In the event of cure by a mortgagee, the Association shall assign to such mortgagee all of the Association's rights with respect to such lien, including the right of foreclosure, and such mortgagee may thereupon be subrogated to any rights of the Association for any assessments paid by the mortgagee.

5. Design Regulations and Performance Standards.

a. All buildings and structures within Blondo 108 Business Park must be designed and built so as to present an appearance on all sides consistent with

that of an architecturally attractive business park. Exterior walls of any building (including parking structures) shall consist of brick, marble, granite or other natural stone, architecturally designed masonry or equivalent surfaces, glass, decorative concrete blocks, or any combination of these, all subject to prior approval by the Architectural Control Committee.

b. All Structures must be designed and built to comply with the height limits, minimum building set-backs, City of Omaha Floor Area Ratio Requirements, and other basic development standards, as required in the Development Agreement.

c. The Owner of each building shall make provisions for adequate off-street parking to serve the building in compliance with the following minimum off-street parking requirements: Lots used primarily for office purposes must have at least one (1) parking place per two-hundred and fifty (250) square feet of net square floor area of the office building. Lots used primarily for a restaurant must have at least one (1) parking place per one-hundred fifty (150) square feet of the gross square floor area of the building containing the restaurant. In general, the available parking for all other permitted uses must comply at a minimum with the parking requirements of the city of Omaha for such use. Such parking shall be in the form of hard-surfaced parking lots or parking structures. No parking is allowed on the public streets or in the dedicated street right-of-way area between the curblin and the property line, except between the hours of 6:00 p.m. to 5:00 a.m., before or after which, as applicable, vehicles parked in streets may be towed away.

d. All loading areas, docks, antennae, and exterior mechanical equipment, including rooftop equipment, must be screened when viewed from adjacent streets and at ground level along an adjacent Owner's lot lines. Such screening must consist of permitted building materials and/or all weather landscaping.

e. Any parapet-type structure used in connection with the roof for any building must be used on all roof elevations for such building; no irregular or uneven parapet elevations on a building shall be permitted. All air conditioning and other mechanical equipment, whether located on the roof of a building or elsewhere on the Lot, shall be appropriately screened (or landscaped as applicable).

f. That portion of each Lot (including parking area) which is not improved by the construction of buildings, approved surfacing, approved trees, enclosed yards or lawn area, as heretofore provided, shall be seeded, mowed and maintained with a cover planting which grows to a height not to exceed eighteen (18) inches. At no time shall any part of the land area be planted to cultivate row crops.

g. No fence, wall, hedge or shrub, plant or tree which obstructs sight lines at elevations between two and six feet above any roadway shall be placed or permitted to remain on any corner of any building site within the triangular area formed by street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. Notwithstanding the foregoing, no fences shall be erected in front of the building set back line or the main building structure on any Lot.

h. Immediately upon completion of any building construction, or at the next available planting season, the Lot Owner must install and maintain permanent landscaping. Such landscaping must consist of trees as required by the Development Agreement and Subdivision Agreement and plant materials, paving materials, ground cover, and other landscape features consistent with the overall development appearance of Blondo 108 Business Park and conforming with the Landscape Plan submitted to and approved by the Architectural Control Committee. All permanent landscaping must include automatic underground sprinkler systems sufficient to support the living materials planted on each Lot.

i. There must be a minimum of fifteen (15) feet in depth of landscaped area along any street frontage, excluding entrance and exit drives, and a minimum of five percent (5%) of landscaped area inside the boundaries of any surface parking lot.

j. The Owner of each respective Lot shall be responsible for keeping their Lot and the buildings, improvements and appurtenances thereon in a safe, clean, neat, wholesome condition, and shall comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements. Each Owner, shall promptly remove, at its own expense, any rubbish or trash of any character which may accumulate on its Lot and shall keep unlandscaped areas maintained. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be kept only in screened enclosures. Rubbish and trash shall not be disposed of on the Lot by burning in open fires.

k. No trailer, tent, shack, garage, barn or any temporary structure shall be moved onto any Lot or erected thereon except for a temporary construction trailer during the period of construction.

l. All signs on each Lot identifying the building and/or the businesses occupying the building on the Lot must comply with the Development Agreement or as otherwise permitted by the City of Omaha. A transfer of any portion of the sign budget for one Lot to another Lot cannot be made without the written consent of the Architectural Control Committee.

m. No Owner or Permittee shall use any part of a Lot for erection of signs, billboards, or displays other than those directly advertising the business conducted on such Lot. No flashing signs or lights, revolving beacons, strobe lights, exceptionally bright lights or signs, or other mechanisms shall be permitted. No signs shall be erected or maintained on the roof of any building located on the premises without the prior written approval of the Architectural Control Committee.

n. The Owner of each Lot shall install sufficient exterior lighting so as to properly illuminate the drives, sidewalks, and parking areas located on such Lot. No exterior lighting shall be placed so as to be directed or reflected onto any adjoining Lot.

o. No Owner shall permit trash or debris to accumulate on its Lot. All trash and debris must be placed in proper receptacles, emptied at regular intervals and screened from public streets and adjoining Lots.

p. All utilities and transmission lines of any type must be installed underground. Notwithstanding the foregoing, it is understood that existing utility easements, including, but not limited to the easements in favor of OPPD for overhead above-ground power lines and supporting poles shall be as provided in such existing easements.

q. All loading dock areas shall at all times be kept clean, sightly and orderly, and all garage dock doors shall be closed at all times when not in use for loading and unloading.

r. No long term storage of vehicles will be allowed on uncovered parking areas.

6. Architectural Control Committee.

a. There is hereby established an Architectural Control Committee (herein the "Architectural Control Committee" or "Committee") which shall consist of three (3) members to be initially designated by Declarant, one of which shall be a registered architect or civil engineer, and at least two of which shall be a designee of the Declarant. Declarant's designees and their respective successors shall continue to serve until Declarant or any entity related to Declarant, or the successor thereto owns less than three (3) Lots in Blondo 108 Business Park. Thereafter, the other members of the Association shall have the right to vote for and elect a total of three (3) members of such Architectural Control Committee, at least one of which shall be a registered architect or civil engineer, and at least one of which shall be an Owner or designee of an Owner of a Lot in the Business Park. After such election the Association shall designate in writing and notify the Association membership of the names of the newly elected members of the Committee.

b. No building, wall, drive-way, patio, grading, landscaping or other construction or improvement on any Lot (referred to herein as "Improvement") shall be constructed, erected, placed or permitted on any Lot, except for Improvements which have been approved by the Architectural Control Committee. A purchaser or Owner desiring to erect an Improvement on a Lot shall deliver two (2) sets of construction plans, landscape plans, exterior building elevations, a site plan and grading plans to the Architectural Control Committee. Such plans shall include material specifications for such Improvements. Concurrent with the submission of the plan, the purchaser or Owner shall notify the Architectural Control Committee of the purchaser or Owner's mailing address. The Architectural Control Committee shall review such plan in light of the conditions and restrictions in this Declaration and in relation to the type and exterior of Improvements which have been constructed or have been approved for construction, on the Lots. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Architectural Control Committee in a reasonable manner to promote conformity and harmony of the external design of Improvements constructed within Blondo 108 Business Park and to protect the value, character and quality of all Lots in a manner consistent with this Declaration. If Declarant determines that the external design and location of the proposed Improvement does not conform with these standards or requirements of this Declaration or supplemental criteria or standards adopted by the Committee, or will not protect and enhance integrity and character of the Lots in Blondo 108 Business Park as a quality business park development.

c. Written notice of any approval of a proposed Improvement shall be mailed to the purchaser or Owner at the address specified by the purchaser or Owner upon submission of the plan documents. Such notice shall be mailed, if

at all, within fifteen (15) business days after submission of the plans. If notice of approval is not mailed within such a period, the proposed Improvement shall be deemed disapproved by the Committee.

d. No Owner, or combination of Owners, or other permittees, or other person or persons shall have any right to any action of any sort by the Architectural Control Committee, or to control, direct or influence the acts of the Architectural Control Committee with respect to the approval or disapproval of any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the Committee by virtue of the authority granted to the Committee in this Section 6, or as a result of any act or failure to act by the Committee with respect to any proposed Improvement.

e. In addition to the standards and criteria contained in this Declaration, the Committee may, by majority vote, establish additional or supplemental criteria or standards regulating development of the Lots in the Business Park, but such additional or supplemental criteria shall not affect any pre-existing Improvements previously performed pursuant to the above and shall not materially and adversely impact the ability of an Owner of a Lot to construct Improvements. By way of example, any such supplemental standards shall not make it materially more expensive to construct Improvements by requesting Improvements to be constructed with higher quality materials on a Lot and shall not reduce or modify the Building Areas on a Lot. The Committee may retain the services of outside experts to assist in establishing development criteria and standards and in its review of plan documents for Improvements. The Committee may charge a reasonable fee (with the exception of Declarant) to any purchaser or Owner for its review of plans for Improvements.

f. The Committee shall establish reasonable procedures and requirements for the submission of plans and specifications for its consideration. The Committee shall also establish reasonable periods for its consideration and response to plans submitted for approval.

g. Approval by the Committee requires the affirmative vote of two-thirds (2/3) of its members.

h. The Committee may grant reasonable exceptions to any design criteria and standards contained in this Declaration during periods of building preconstruction/construction or reconstruction.

7. Maintenance.

a. Each Owner shall maintain its Lot in good and clean condition and repair, such maintenance to include, but not be limited to, the following:

i. maintaining the surface of the roadways, parking areas and sidewalks therein in a level, smooth and evenly covered condition with the type of surface material originally installed or such substitute as may be permitted by the Committee;

ii. removing all snow, ice, papers, debris, filth and refuse and thoroughly sweeping the parking area and sidewalks to the extent necessary to keep such parking area and sidewalks in a clean and orderly condition;

iii. placing, keeping in repair and replacing when necessary any necessary or appropriate directional signs, markers and lines;

iv. repairing and replacing when necessary such artificial lighting facilities as shall be reasonably required;

v. maintaining (to include regular use of the underground sprinkler system) all landscaped areas and retaining walls and making replacement of trees, shrubs and other landscaping as is necessary to keep the same in good condition and in conformance with the approved Landscape Plan;

vi. maintaining all perimeter and retaining walls in good condition and state of repair; and

vii. maintaining the green areas in the dedicated street areas of 111th Street and Burdette Street that are immediately adjacent to their Lot.

b. Each Owner of a Lot shall pay the maintenance expense for the Parking and Green Areas associated with their Lot; provided, however, that by mutual agreement of the Owners, a third party may be appointed as an agent of the Owners to maintain the Parking and Green Areas in the manner specified above.

c. After completion of construction of a building or other structure on a Lot, the Owner of such Lot covenants and agrees to maintain and keep the exterior portion of such building or structure located on its Lot in good condition and state of repair, and in compliance with all governmental laws, rules, regulations and ordinances applicable thereto.

8. Sale of Lot. If an Owner sells or otherwise disposes of title to its Lot, or any portion thereof, then, after the date of such sale or disposition, the selling Owner shall have no further obligation under this Section 8 with respect to such Lot or portion thereof sold; provided, however, the selling or disposing Owner shall remain liable for obligations incurred prior to such sale, and the purchaser or successor owner shall be subject to the provisions hereof.

9. Insurance and Indemnification.

a. Each Owner as to its own Lot shall maintain or cause to be maintained in full force and effect commercial general liability insurance, with a combined single limit liability of not less than \$2,000,000 for bodily injury or death, and with a limit of not less than \$500,000 for property damage.

b. At all times, each of the Owners of a Lot shall keep the Improvements constructed and situated on their respective Lot insured against loss of damage by fire and other perils and events as may be insured against the broad form of uniform extended coverage available in the State of Nebraska, such insurance to be in an amount no less than the full replacement cost of such Improvements.

c. Each Owner shall provide the Association or any other Owner with a certificate of insurance from time to time and upon written request to evidence that such insurance is in force. Insurance coverage requirements may be met by providing a blanket insurance policy or policies which provide insurance coverage for more than one (1) location for the same insured Owner.

d. Each Owner shall indemnify and hold all other Owners harmless from any and all liability, damage or expense in connection with any cause of action, lawsuit, claim or judgment arising from personal injury, death or property damage arising out of the use of its Parcel during the period in which it was owned by such Owner, unless caused by the negligence or intentional act of such other Owner(s) or its employees, agents or invites.

10. Obligation to Rebuild or Raze. In the event that any building on an Owner's Premises shall be damaged or destroyed (partially or totally) by fire, the elements or any other casualty, the Owner of such building or other Improvement, at its expense, within a reasonable time after such destruction, shall diligently repair, rebuild and restore the same as nearly as practicable to the condition existing just prior to such damage or destruction, or, alternatively, if the Owner elects not to rebuild the building or other Improvement; such Owner shall clear, clean and raze the damaged building or other Improvement and either landscape or pave the damaged area within a reasonable time.

11. Enforcement. If an Owner defaults in any of its obligations or violates any of the covenants hereunder, the Association or any Owner or any mortgagee holding a first lien against any of the Lots (a "First Mortgagee") shall be entitled to enforce this Declaration by all remedies available at law or in equity, including, but not limited to, injunctive relief.

12. *Invalidation.* Invalidation of any of these covenants, constrictions or restrictions by judgment or court order shall in no way affect any of the other provisions hereof which shall continue in full force and effect.

13. *Amendments.* This Declaration may only be amended by the Association upon an affirmative vote of the Members holding at least a seventy-five percent (75%) of the votes entitled to be cast at that time; provided however, that as long as Declarant, or the corporate successor thereof, is the Owner of at least three (3) Lots, this Declaration may not be amended without the consent of Declarant.

14. *Term.* This Declaration shall run with the land and the legal and equitable title thereto for an initial period of twenty-five (25) years and shall automatically extend for successive ten (10) year periods thereafter unless the Association, by vote of not less than three-fourths (3/4) of the votes then eligible to be cast, elects not to extend this Declaration and records a notice of such termination with the Douglas County Register of Deeds on or before 180 days prior to the end of the initial twenty-five (25) year period or 180 days prior to the end of any ten (10) year extension period.

15. *Dedication.* Nothing contained in this Declaration shall be deemed to create a gift of all or any portion of the Premises to the general public or as a dedication for public use or public purpose, it being the intention of the Owner that this Declaration shall be for the exclusive benefit of the Premises, the Owners, the future Owners, and their mortgagees; provided, however, that dedication shall be made by the Owner for any public rights of way, utilities, or other public improvements determined to be necessary by the City of Omaha to serve the Premises as contemplated by the Development Agreement and Subdivision Agreement.

16. *No Waiver.* The failure of an Owner, First Mortgagee or the Association to enforce the covenants, conditions and restrictions of this Declaration for any period of time or at any time shall not be construed or deemed to be a waiver of any such covenants, conditions or restrictions, and nothing herein contained, or anything done (except an express written waiver signed by the party against whom enforcement of the waiver is sought) or admitted to be done by an Owner or First Mortgagee pursuant to this Declaration shall be construed or deemed to constitute a waiver, and each Owner or First Mortgagee shall have the right at any time or times thereafter to enforce performance by the other Owners obligated hereunder. An enforcement of any right or remedy hereunder, either prior to, simultaneously with or subsequent to any other action taken hereunder, shall not be deemed an election of remedies.

17. *Notices.* All notices required or permitted to be delivered under this Declaration shall be made in writing and delivered to an Owner at the official notice address or addresses established by that Owner. The present address of Declarant for receipt of notices is 1005 So. 107th Avenue, Suite 100, Omaha, Nebraska 68114, Attention: Sheldon J. Harris. Each Owner may, by notice to all other Owners, establish its official notice address or addresses and may, by subsequent notice, change the

same from time to time. If an Owner fails to establish an official notice address, its notice address shall be the address to which the real property tax bills for the Owner's Parcel are sent as listed in the Douglas County Assessor's office. Notices shall be sent by United States mail or by nationally utilized overnight delivery service, postage prepaid and return receipt requested. Notices shall be deemed given on the date upon which delivery is received or refused, as the case may be, as indicated on the return receipt.

18. Severability. If any easement, covenant, condition or restriction contained herein, or application thereof to any entity, person or circumstance, is held to be invalid or void by any court of competent jurisdiction, such invalidity shall in no way affect the remainder of such easements, covenants, conditions or restrictions or the application thereof to other entities, persons or circumstances.

19. Interpretation. In the event the covenants, conditions and restrictions contained in this Declaration address matters also addressed by applicable laws, regulations or ordinances, the more restrictive requirements shall apply.

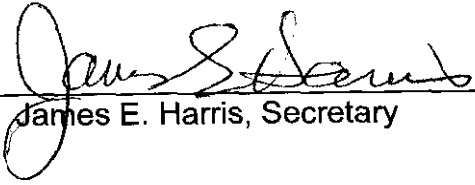
20. Successors and Assigns. The easements, covenants, conditions and restrictions contained in this Declaration shall be binding upon and inure to the benefit of the present Owner and each successive Owner and its (his) personal representatives, successors and assigns. Time is of the essence for purposes of this Declaration.

21. Headings. The headings used in this Declaration are for convenience and reference only and shall not be deemed to expand or limit the meaning of this Declaration.

BUSINESS PARK DEVELOPMENT CO., Declarant,

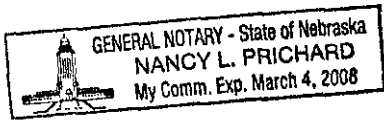
By: 
Sheldon J. Harris, Its President

ATTEST:


James E. Harris, Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 14 day of ~~April~~ ^{June}, 2005, by Sheldon J. Harris, President of Business Park Development Co., a Nebraska corporation, on behalf of such corporation.




Notary Public

00227878

EXHIBIT "A"

<u>Lot #</u>	<u>Square Footage</u>	<u>% Interest</u>	<u># of Votes</u>
1	84,071	8%	8
2	74,052	7%	7
3	20,473	2%	2
4	65,340	6%	6
5	43,124	4%	4
6	39,640	4%	4
7	39,640	4%	4
8	58,806	5%	5
9	58,806	5%	5
10	84,071	8%	8
11	84,942	8%	8
12	74,923	7%	7
13	30,928	3%	3
14	131,987	12%	12
15	79,279	7%	7
16	100,188	9%	9
Total	<u>1,070,270</u>	<u>100%</u>	<u>100</u>