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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
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RESTRICTIVE COVENANT

THIS DECLARATION, made on the date hereinafter set forth by VISTA PROPERTIES, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant", and EDWIN D. SCHOENING and JANICE L. SCHOENING, husband and wife, hereinafter referred to as "Schoening".

WITNESSETH:

WHEREAS, Schoening is the Owner of the following described real property:

Lots 1 ("Lot 1") and 2 ("Lot 2"), Pacific Springs Vista Replat 2, being a Replat of Lots 7 and 8, Pacific Springs Vista, a subdivision in Douglas County, Nebraska, and

WHEREAS, Schoening has agreed to convey Lot 2 to the Declarant conditioned, among other things, upon Declarant executing this Restrictive Covenant, and

WHEREAS, Declarant is agreeable to executing this Restrictive Covenant, and

NOW, THEREFORE, the Declarant hereby declares that Lot 2 shall be held, sold, and conveyed subject to the following Use Restriction Covenant. This Covenant shall run with the land, and shall be binding upon all parties having or acquiring any right, title or interest in Lot 2, or any part thereof, and it shall inure to the benefit of Schoening, Lot 1, and all subsequent owners of Lot 1, for the period set forth herein.

Record and Return to: James E. Lang, 11718 Nicholas Street #101, Omaha, NE 68154

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ARTICLE I.
RESTRICTIVE USE COVENANT

Declarant hereby declares that Lot 2 shall be used only for office use and for commercial and service uses incidental to the office use. This Restrictive Covenant shall be in effect from the date hereof until the date ten (10) years after a Certificate of Occupancy is issued by the appropriate governmental authority for the occupancy of an office building constructed on Lot 2 (the "Use Restriction").

ARTICLE II.
GENERAL PROVISIONS

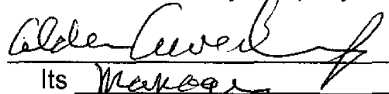
Schoening, and their grantees, successors and assigns, shall have the right to enforce by a proceeding at law or in equity, the covenant imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages for such violation. Failure by Schoening to enforce the covenant herein contained on any occasion shall in no event be deemed a waiver of the right to do so thereafter. Schoening shall have the right to enforce this Restrictive Covenant as set forth herein whether or not they are the owners of Lot 1 or of any real property within the Pacific Springs Vista Subdivision.

B. This Declaration shall run with and bind the land for the term from the date hereof until ten (10) years after the date a Certificate of Occupancy is issued for the occupancy of an office building constructed on Lot 2.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 25th day of January, 2008.

DECLARANT:

VISTA PROPERTIES, L.L.C., a
Nebraska limited liability company

By: 
Its Manager

SCHOENING:

Edwin D. Schoening
Edwin D. Schoening

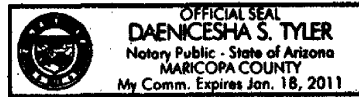
Janice L. Schoening
Janice L. Schoening

STATE OF ARIZONA]
COUNTY OF Maricopa] ss.

The foregoing instrument was acknowledged before me on the 25th day of January, 2008 by Edwin D. Schoening and Janice L. Schoening, husband and wife, Grantors.

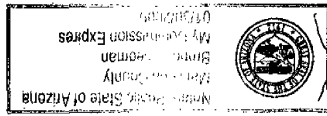
D. L. Tyler
NOTARY PUBLIC

ARIZONA
STATE OF ~~NEBRASKA~~]
COUNTY OF MARICOPA] ss.



The foregoing instrument was acknowledged before me on the 4 day of FEBRUARY, 2008, by ALDO AWGERAM, the MANAGER of Vista Properties, L.L.C. a Nebraska limited liability company.

Brenda Friedman
NOTARY PUBLIC



F:SCHOENING, EDWINRESTRICTIVE COVENANT (clean version).doc