



BK 0984 PG 071-105



MISC 1991 22460

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BK 984 N C/O FEE 185.00
PG 1-105 N Comp DEL VK MC
OF NISL COMP OF F/B 61-28224

RECEIVED

Nov 5 9 46 AM '91

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

i:1426

Miss
22460

DECLARATION

THIS DECLARATION ("Declaration"), made and entered into as of October 31, 1991, by KV-CENTER ASSOCIATES, a Nebraska general partnership ("KVC").

WITNESSETH:

WHEREAS, Center Road Retail Developers Limited Partnership, an Indiana limited partnership ("CRR"), owns the following described real estate ("CRR Property"); and

All of Lots 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 in Oak View, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

WHEREAS, the CRR Property and Lot 5 in said Oak View Subdivision, are collectively defined and hereinafter referred to as the "Shopping Center Property"; and

WHEREAS, KVC owns the following described real estate ("KVC Property"):

All of Lots 16, 17, 18, 19, 20 and 21 in Oak View, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

WHEREAS, pursuant to that certain Declaration of Protective Covenants, dated February 12, 1986, by and among Parcel 520 Associates, a Nebraska general partnership ("Associates"), KV International, Inc., a Nebraska corporation ("KVI"), 140th and Center Partnership, a Colorado general partnership, The County of Douglas, Nebraska, and May and Oxner Partnership, a Nebraska general partnership ("May") (the Declaration of Protective Covenants is hereinafter referred to as the "Covenants"), and recorded May 20, 1987, in Book 815, at Page 326 in the office of the Register of Deeds of Douglas County, Nebraska, the parties to such Declaration of Protective Covenants, subjected certain real estate (including, without limitation, the Shopping Center Property and the KVC Property) to the conditions, covenants, restrictions and reservations set forth therein, to insure proper use and appropriate development and improvement of such real estate; and

WHEREAS, CRR and KVC, as the owners of the CRR Property and KVC Property, respectively, are the successors in interest to Associates, KVI and May, as Declarants under the Covenants; and

WHEREAS, CRR and KVC desire to impose certain additional restrictions upon the use of the KVC Property as more particularly

set out hereafter, and to confirm that the Shopping Center Property constitutes the regional enclosed mall shopping center for all purposes under the Covenants.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, KVC, hereby agrees and declares as follows:

1. Curb cuts from the KVC Property to Oak View Drive shall only be constructed at the five (5) locations shown and described as KVC Property Entry #1, #2, #3, #4 and #5 on Exhibit "A" attached hereto and incorporated herein by reference, and no curb cut from the KVC Property to Oak View Drive shall be changed from any such location shown on Exhibit "A", without the prior written consent of CRR; provided, however, such consent shall not be unreasonably withheld by CRR, if such requested change (a) does not interfere with the development and location of improvements (including, without limitation, curb cuts and driveways) located on the CRR Property, (b) is approved by all applicable governmental authorities and (c) does not unreasonably interfere with the use and operation of Oak View Drive as a public street. Notwithstanding that median breaks in Oak View Drive have not been constructed opposite from the location of either KVC Property Entry #2 or #4, and that such breaks are not shown on Exhibit "A", median breaks may be constructed opposite these two locations, if such median breaks comply with the terms and conditions of clauses (a)-(c) of the immediate preceding sentence. Any and all costs or expenses for construction of any curb cut from the KVC Property at a location shown on Exhibit "A" or at a different location (pursuant to the first sentence of this Paragraph 1), or the modification of a median to provide a break in the existing median shown on Exhibit "A" or in a different location (pursuant to the first sentence of this Paragraph 1), including, without limitation, any and all costs or expenses of installing, modifying or restoring irrigation systems and landscaping, shall be at the sole cost and expense of KVC and its successors and assigns. KVC and its successors and assigns shall pay for all costs incurred by CRR as a result of any curb cut from the KVC Property or any median break in Oak View Drive being initially constructed or changed (pursuant to the first sentence of this Paragraph 1) from a location shown on Exhibit "A".

2. During the period of time which shall commence with the date hereof and continue thereafter for fifteen (15) years, no change in the zoning classification which applies to the KVC Property, as of the date hereof, shall be petitioned for or requested; provided, however, a change in the zoning classification may be petitioned for or requested, if such change is required (a) to allow KVC to develop the KVC Property substantially as shown on the site plan (the "Site Plan") (prepared by Purdy & Slack, architects, dated May 20, 1991 and revised October 30, 1991) of Oak View Plaza attached hereto as Exhibit "B" and incorporated herein

by reference, which Site Plan sets forth and shows the building improvements, plot layouts, traffic engineering, and number, size and layout of parking spaces for the KVC Property, or (b) to allow the KVC Property to be developed and improved for commercial tenants and land users such as home improvement store, hardware, drugstore, discount department store, toy store, office supplies store, grocery store, tire, battery and auto parts store and/or service facility, bank, theatre, restaurant, and other similar tenants and land users commonly located in a community center or power center. CRR shall have the right to object to or remonstrate against, any such request or petition for a change, made by KVC, any of its successors and assigns or any other person or entity.

*DRK
HAW*

plans
initial
construc-
tion of

3. No sign shall be ^{used} constructed or erected on the KVC Property which does not comply with (a) the sign criteria attached hereto as Exhibit "C" and incorporated herein by reference, (b) the terms and conditions of the Covenants and (c) all applicable requirements of governmental authorities, including, without limitation, the Mixed Use District Development Agreement described in the next sentence; provided, however, approval by the Architectural Committee (as such term is defined in the Covenants) of signage for a particular building, in accordance with the terms and conditions of the Covenants, shall be deemed to be approval of such building signage for purposes of the sign criteria attached hereto as Exhibit "C". KVC further confirms and agrees, for itself and its successors and assigns, that pursuant to that certain Mixed Use District Development Agreement, dated March 29, 1990, between the City of Omaha, Nebraska, CRR and CR Peripheral Developers, the KVC Property shall have no right to use more than 11,966.25 square footage of total sign area within the KVC Property, and shall not permit total sign area to be erected on the KVC Property which exceeds said 11,966.25 amount.

*DRK
HAW*

plans

to the limited extent such signage plans approved by the Architectural Committee would be prohibited by said sign criteria, and said sign criteria shall otherwise continue to apply in all other respects.

4. None of the uses, operations or purposes listed on Exhibit "D" attached hereto and incorporated herein by reference, shall be permitted on all or any portion of the KVC Property.

5. (a) For all purposes of the covenants, the building permit for construction of a regional enclosed mall shopping center was issued within twelve (12) months after the date on which the application for the building permit was filed.

(b) The Shopping Center Property (1) constitutes and is deemed to be identical with the regional enclosed mall shopping center for all purposes of the Covenants, and (2) shall not be subject to any covenants, conditions, regulations, restrictions, reservations or burdens (collectively the "Restrictions") contained in the Covenants; provided, however, the terms and provisions of the Covenants shall continue to inure to the benefit of the Shopping Center Property. No owner, tenant or other person owning or holding any interest in all or any portion of the KVC Property, shall assert or claim (and any and all rights to make any such

assertion or claim under the Covenants, are hereby waived) that the Shopping Center Property is subject to any of the Restrictions. KVC, for itself, and for and on behalf of any and all of its successors and assigns, hereby agrees to execute acknowledge, in recordable form, any amendment to the Covenants, which confirms that the Shopping Center Property (A) constitutes the regional enclosed mall shopping center for all purposes of the Covenants, and (B) is not subject to any of the Restrictions (such amendment confirming the terms of (A) and (B) being referred to hereafter as the "Amendment"). If KVC, and its successors or assigns, and their respective tenants, fail to execute and deliver the Amendment within fifteen (15) days after the Amendment is requested by CRR, CRR is hereby authorized to execute the Amendment on behalf of KVC, and its successors and assigns, as their respective duly authorized, irrevocable agent and attorney-in-fact.

6. CRR agrees for itself, and its successors and assigns, that (a) CRR and any of its representatives on the Architectural Committee (as such term is defined in the Covenants), may have a conflict of interest in determining whether a waiver or variance under Paragraph 6.3 of the Declaration should be granted to the owner of Lot 4 of Omaha Industrial Foundation District No. 4, Replat One, Omaha, Nebraska ("Lot 4"), and (b) CRR and its representatives on the Architectural Committee, shall abstain in any vote of the Architectural Committee to approve in writing (i) any variation or deviation to two or more of the restrictions contained in Subparagraphs (1) - (3) of Paragraph 5.11 of the Covenants, (ii) any variation or deviation to the restriction in Subparagraph (2) of Paragraph 5.11 of the Covenants, if such variation or deviation would exceed such restriction by more than 25%, or (iii) any variation or deviation to the restriction in Subparagraph (3) of Paragraph 5.11 of the Covenants, if such variation or deviation would exceed such restriction by more than 33 1/3%; provided, however, no such variation or deviation to the restrictions contained in Subparagraphs (a) - (c) of Paragraph 5.11 of the Covenants shall be approved by the Architectural Committee unless CRR or its representatives shall vote on the request for such variation or request.

7. The Plat for Oak View Subdivision, as amended by (a) that certain Plat and Dedication for Street Widening, recorded December 24, 1990 in Book 948, at Page 450, and (b) that certain petition of CR Peripheral Developers, approved by the Board of County Commissioners, Douglas County, Nebraska, by resolution dated April 9, 1991, presently provides that the KVC Property is subject to a dedicated public street (the "Street"), which would provide continuous and uninterrupted access between Oak View Drive and A Street, over that portion of the KVC Property identified as the "Street" and shown diagonally lined on the Site Plan. KVC hereby agrees for itself, and its successors and assigns, that the location of the Street shall not be changed, without the prior written consent of CRR; provided, however, such consent shall not

be unreasonably withheld by CRR, if any proposed new location of the Street (1) permits continuous and uninterrupted access between Oak View Drive and A Street, and (2) conforms with the requirements of all applicable governmental authorities. Notwithstanding anything to the contrary contained herein, the Street may be vacated if (A) a private road is substituted for the Street in substantially the same location as shown on the Site Plan, (B) the vacation and private road in lieu thereof, is approved by all applicable government authorities and complies with their requirements, (C) the private road is at least twenty-four feet (24') wide along its entire length, and (D) KVC, and any successor or assigns having an interest in the real estate within which the Street is located, grant (and hereby do grant) a perpetual and unencumbered easement to CRR, its successors and assigns, and the owners and tenants of the Shopping Center Property, to use such private road at no cost or expense to the grantees of the easement, for vehicular and pedestrian traffic over the private road between Oak View Drive and "A" Street, and KVC, and its successors and assigns shall execute and acknowledge an easement agreement in recordable form confirming the nature and location of the easement. KVC and its successors and assigns shall comply with the terms and conditions of the resolution of the City Council of the City of Omaha, dated December 11, 1990.

If at any time hereafter, the City of Omaha shall require, or condition its approval or consent to any matter upon, construction of public street or private road improvements substantially within the area of the Street or within some other area of the Plaza Property to provide access between Oak View Drive and A Street, KVC shall construct such Street at its sole cost and expense in accordance with the requirements and regulations of the City of Omaha. If KVC shall fail to construct such public street or private road improvements, CRR shall have, and is hereby granted, an easement for access to and the right to come onto the KVC Property for purposes of constructing the public street or private road improvements (including storm sewers), and all of the costs and expenses of such construction shall be paid by KVC within thirty (30) days after demand by CRR.

8. Upon the sale of any fee portion of the KVC Property, any fee owner (except KVC) so selling shall not have any further liability for the obligations thereon which accrue against such portion of the KVC Property after the date of the conveyance; provided, however, that nothing herein shall be construed so as to relieve a fee owner from any liabilities or obligations incurred prior to such sale pursuant to this Declaration. Upon the sale by KVC of any portion of the KVC Property, KVC shall continue to have liability for the obligations thereon which accrue against such portion of the KVC Property after the date of such conveyance, except for liabilities under Paragraphs 3 and 4 hereof, and nothing herein shall be construed so as to relieve KVC from any liabilities or obligations hereunder except for said Paragraphs 3 and 4.

9. Any notices required or permitted herein shall be in writing and mailed, postage prepaid, by registered or certified mail, return receipt requested, and shall be directed as follows: (a) if intended for KVC, to KVC c/o KVI, Ltd., 12121 Emmet Street, Omaha, Nebraska 68164, (b) if intended for any other fee owner of a portion of the KVC Property, to such owner by name and address as shown on the then current real property tax rolls in Douglas County, Nebraska, and (c) if intended for CRR, to CRR, c/o Center-Simon Retail Developers Limited Partnership, One Merchants Plaza, P. O. Box 7033, Indianapolis, Indiana 46207, Attention: James P. Lee.

10. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

11. All of the conditions, covenants, restriction and reservations contained in this Declaration shall be construed together, but if it shall at any time be held that any one of such conditions, covenants, restrictions and reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions and reservations or any part thereof shall be thereby affected or impaired.

12. (a) All of the KVC Property shall be held, sold, conveyed and occupied subject to the easements, restrictions, covenants, and conditions contained in this Declaration, which shall bind and run with the KVC Property and shall be binding on all parties having any right, title or interest in or to the KVC Property or any part thereof, their heirs, successors, and assigns. Each contract, deed or lease which may be hereafter executed with regard to the KVC Property or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the easements, restrictions, covenants and conditions contained in this Declaration (regardless of whether or not the same are set out in full or by reference in said contract, deed or lease).

(b) This Declaration may not be amended without the consent of the owner of seventy-five percent (75%) of the CRR Property.

13. (a) The terms and conditions of this Declaration shall be enforceable by CRR, and any of its successors and assigns, against all or any portion of the KVC Property and against KVC and any of its successors and assigns. KVC acknowledges and agrees that damage for the breach of the restrictions and covenants contained in this Declaration may be difficult to ascertain. Accordingly, CRR, and its successors and assigns, shall be entitled not only to damages but also to injunctive relief to enforce the foregoing restrictions and covenants against KVC and its successors

and assigns, and to restrain and enjoin any breach or threatened breach thereof.

(b) Upon payment of a reasonable fee not to exceed One Hundred Dollars (\$100.00) and upon not less than thirty (30) days prior written request of any fee owner of a portion of the KVC Property, CRR shall issue an acknowledged certificate in recordable form setting forth generally whether or not CRR has actual knowledge of any existing violation of any of the terms and conditions of this Declaration. In the event CRR fails to furnish such statement within such thirty (30) days, it shall be conclusively presumed that such portion of the KVC Property owned in fee by the requesting owner, is in conformity with all of the terms and conditions of this Declaration. At such time as CRR no longer owns a fee interest in any portion of the CRR Property, the terms of this Subparagraph 13(b) shall apply to the fee owner of the most real estate in the Shopping Center Property, and CRR shall thereafter have no obligation under this Subparagraph 13(b).

[End of Page 7]

IN WITNESS WHEREOF, KVC has executed this Declaration as of the day, month and year first above written.

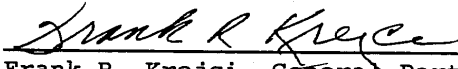
KV-CENTER ASSOCIATES, a Nebraska general partnership, General Partner

BY: KVI, LTD., a Nebraska corporation, General Partner

By: 
George W. Venteicher, President

BY: OLD MILL ASSOCIATES, a Nebraska general partnership, General Partner

By: 
George W. Venteicher,
General Partner

By: 
Frank R. Krejci, General Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

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The foregoing instrument was acknowledged before me this 31st day of October, 1991, by George W. Venteicher, President of KVI, Ltd., a Nebraska corporation, and general partner of KV-Center Associates, a Nebraska general partnership, on behalf of the corporation and the partnerships.



Mark L. Laughlin
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

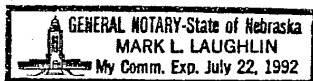
The foregoing instrument was acknowledged before me this 31st day of October, 1991, by George W. Venteicher, general partner of Old Mill Associates, a Nebraska general partnership, and general partner of KV-Center Associates, a Nebraska general partnership, on behalf of the partnerships.



Mark L. Laughlin
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 31st day of October, 1991, by Frank R. Krejci, general partner of Old Mill Associates, a Nebraska general partnership and partner of KV-Center Associates, a Nebraska general partnership, on behalf of the partnerships.



Mark L. Laughlin
Notary Public

CONSENT AND SUBORDINATION

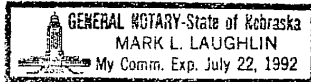
The undersigned, Norwest Bank Nebraska, National Association, hereby (1) consents to the terms and conditions of the above Declaration, and (2) subordinates the lien of that certain Deed of Trust, Security Agreement and Assignment of Rents dated August 30, 1990, and recorded September 4, 1990, in Book 3530, at Page 537, in the office of the Register of Deeds of Douglas County, Nebraska, to all of the terms and conditions of the above Declaration, and such Deed of Trust shall be junior and subordinate to all of the terms and conditions of such Declaration.

NORWEST BANK NEBRASKA, NATIONAL ASSOCIATION

By: Steven R. Bechen
Steven R. Bechen AVP

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 31st day of October, 1991, by Steven R. Bechen, AVP, President of NORWEST BANK NEBRASKA, NATIONAL ASSOCIATION, a national banking association, on behalf of the bank.



Mark L. Laughlin
Notary Public

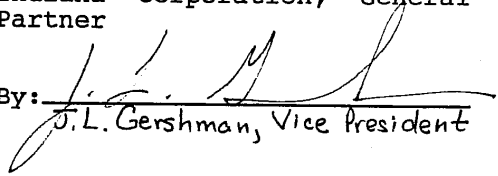
JOINDER

The undersigned, Center Road Retail Developers Limited Partnership, an Indiana limited partnership, in consideration of all the agreements and declarations made by KV-Center Associates in this Declaration, hereby joins in this Declaration for the sole purpose of making the agreement set forth in Paragraph 6 hereof, and for no other reason.

CENTER ROAD RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana limited partnership, General Partner

By: CENTER-SIMON RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana limited partnership, General Partner

By: CS RETAIL DEVELOPERS, INC., an Indiana corporation, General Partner

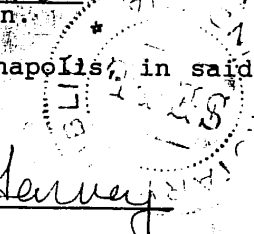
By: 
J.L. Gershman, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

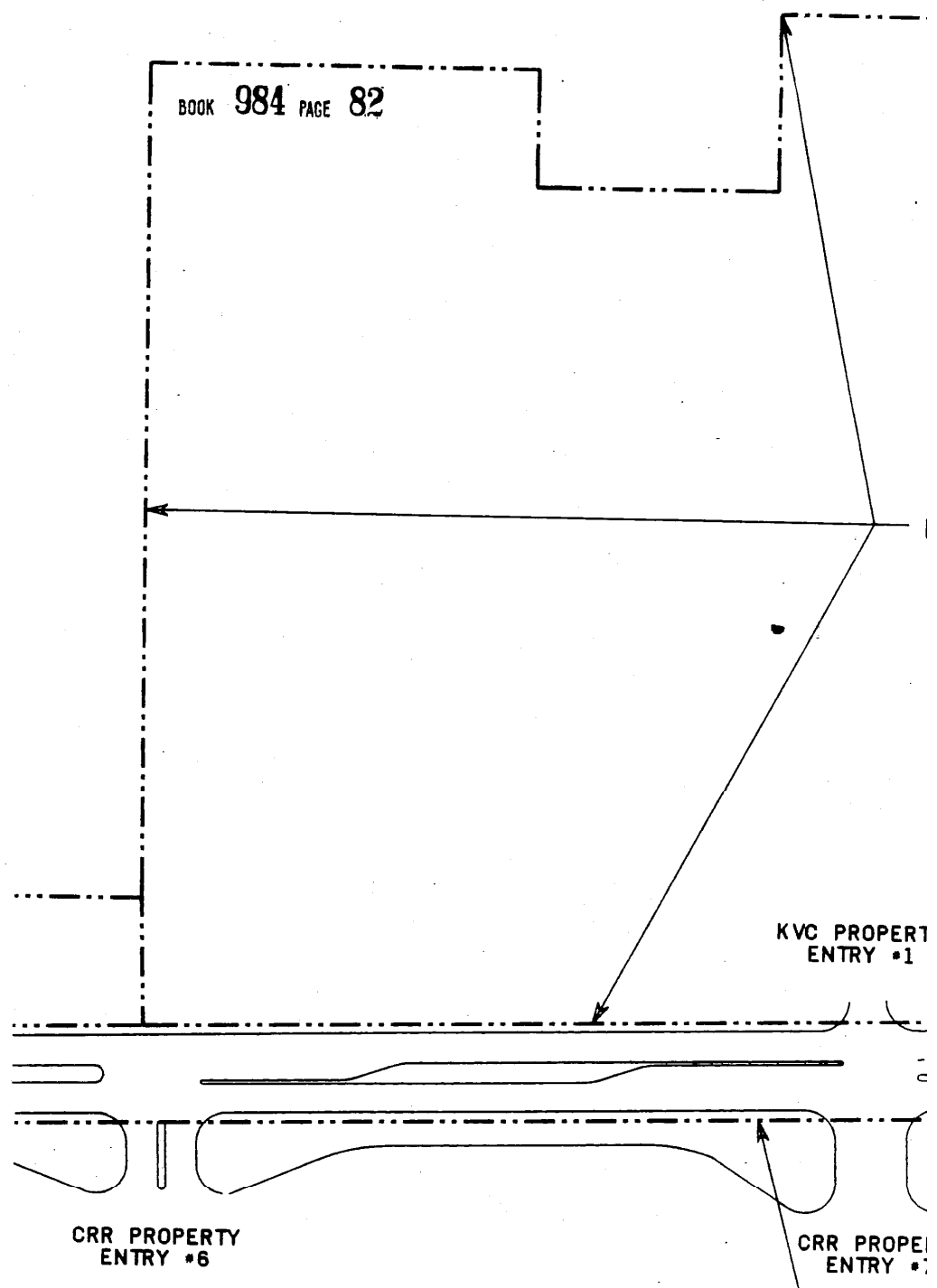
On this 31st day of October, 1991, before the undersigned, a Notary Public in and for said County, personally came J.L. Gershman, Vice President of CS Retail Developers, Inc., an Indiana corporation, general partner of Center-Simon Retail Developers Limited Partnership, an Indiana limited partnership, general partner of Center Road Retail Developers Limited Partnership, an Indiana limited partnership, personally known to be the Vice President and identical person whose name is affixed to the above Agreement and he acknowledged the execution thereof to be his voluntary act and deed as such Vice President, and the voluntary act and deed of said corporation.

Witness my hand and notarial seal at Indianapolis, in said County, on the day and year last above written.

DARLENE E. GARVEY, Notary Public
County of Residence: Johnson
My Commission Expires: Jan. 18, 1994


Darlene E. Garvey
Notary Public

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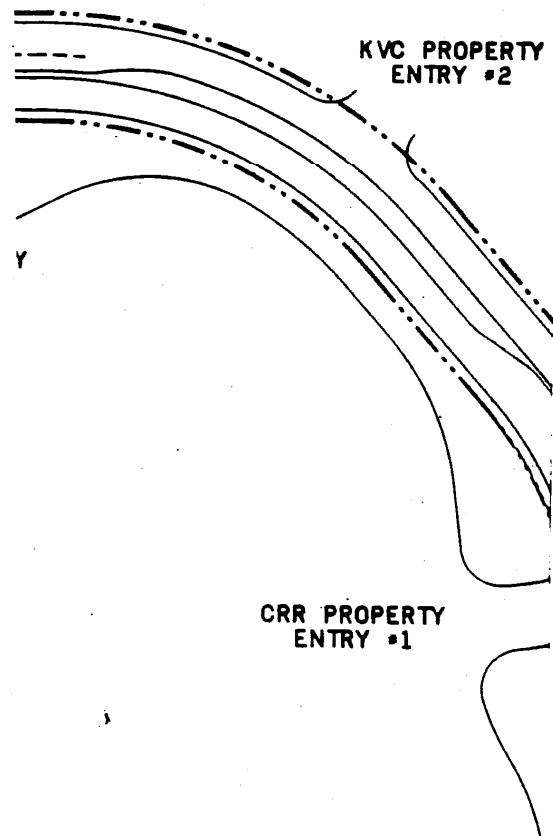
KVC PROPERTY
ENTRY #1

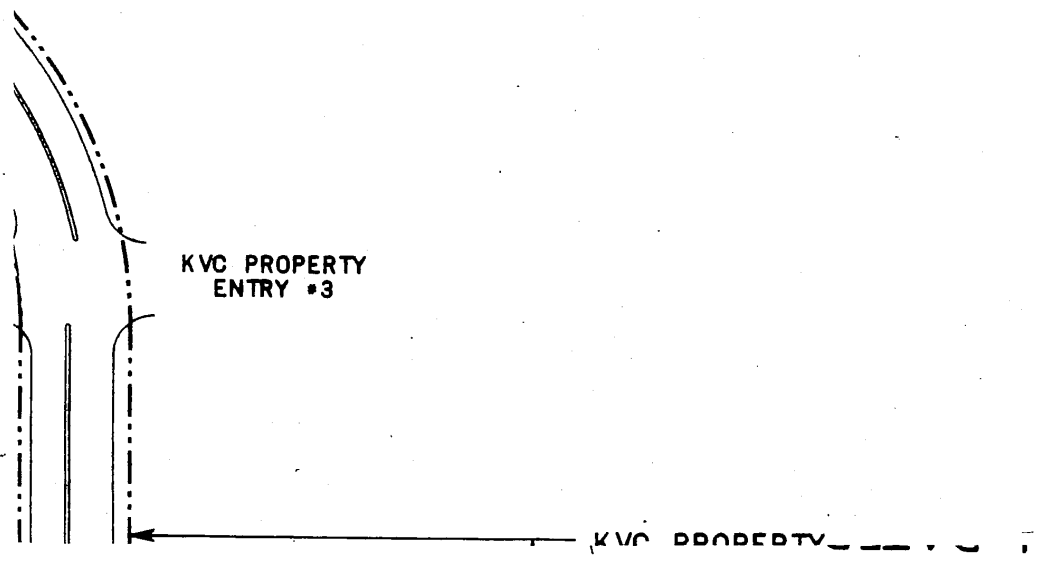
CRR PROPERTY
ENTRY #6

CRR PROPERTY
ENTRY #7

EXHIBIT "A" TO

C PROPERTY

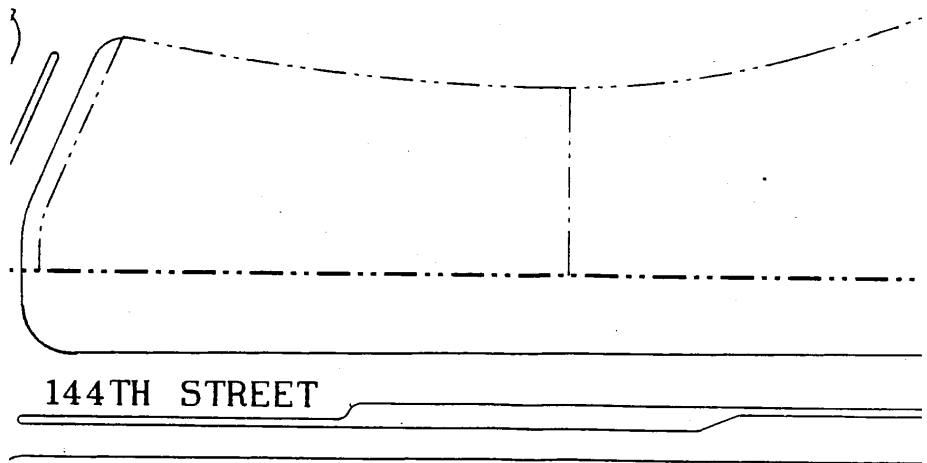




DECLARATION DATED
October 31, 1991,
BY KV-CENTER ASSOCIATES,
A NEBRASKA GENERAL
PARTNERSHIP

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CRR



BOOK 984 PAGE 86

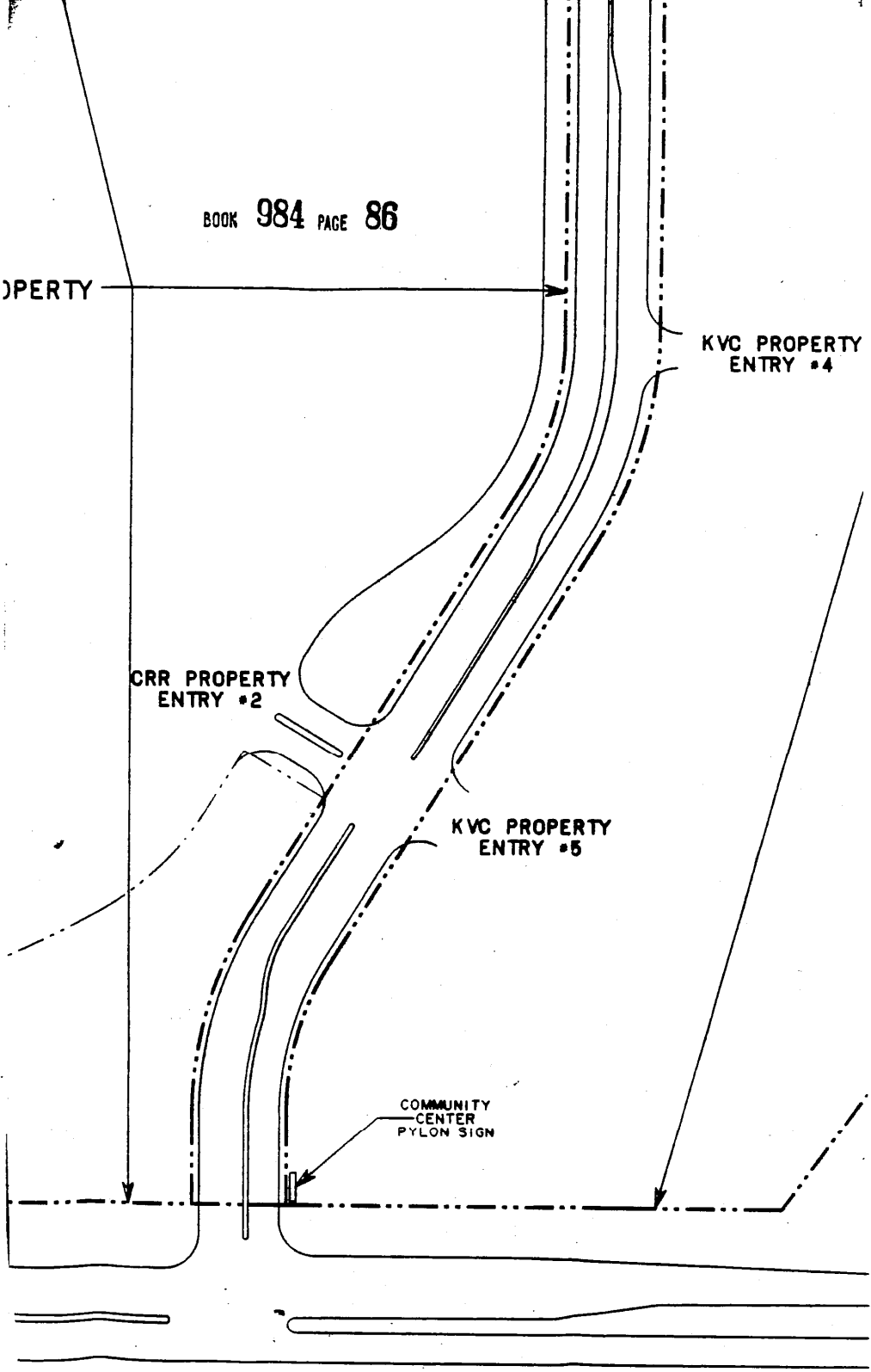
PROPERTY

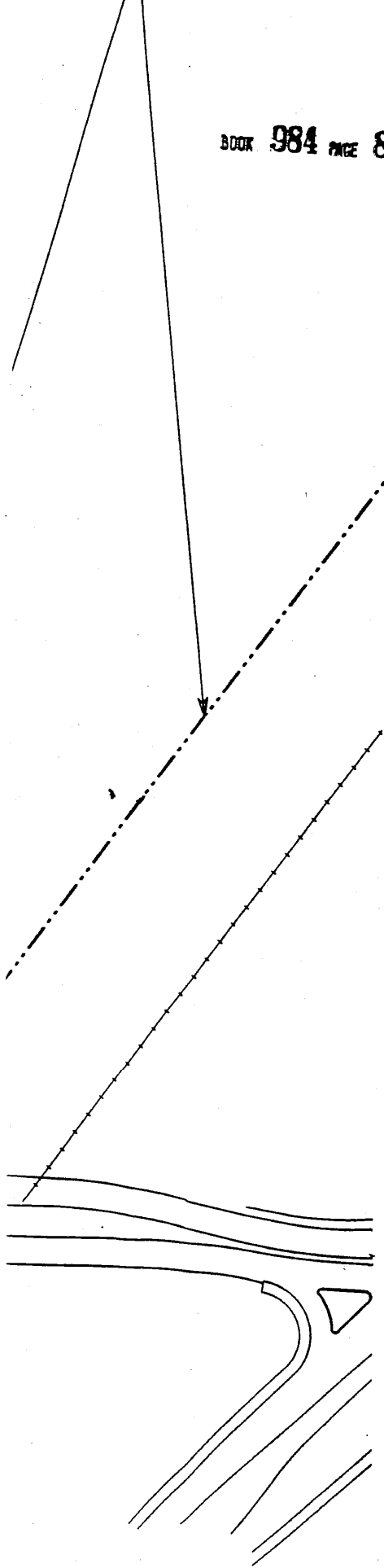
KVC PROPERTY
ENTRY #4

CRR PROPERTY
ENTRY #2

KVC PROPERTY
ENTRY #5

COMMUNITY
CENTER
PYLON SIGN





MASTER PLAN STATISTICS

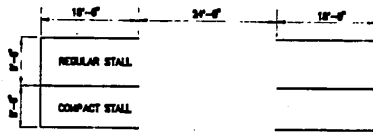
<u>AREA</u>	<u>DESIGNATION</u>	<u>SQUARE FOOTAGE</u>	<u>STALLS PROV</u>
A	ANCHOR 5	114,645	854
	EXPANSION	151,000	854
B	ANCHOR 1	24,155	
	ANCHOR 2	27,134	
	ANCHOR 3	107,400	
	ANCHOR 4	65,520	
	SMALL SHOPS	12,500	
	SMALL SHOPS	2,000	
	SMALL SHOPS	11,500	
	<u>SMALL SHOPS</u>	<u>9,600</u>	
	TOTAL	259,809	1430
C	ANCHOR 7	62,000	414
	ANCHOR 7 EXP.	11,000	414
D	FUTURE EXPANSION		
E	THEATRE	40,660	690
F	FUTURE EXPANSION		
G	FUTURE EXPANSION		
H	ANCHOR 8	44,181	322
I	SMALL SHOPS	10,818	92
J	FUTURE DEVELOPMENT		
K	ANCHOR 6	23,400	
	SMALL SHOPS	23,620	
	<u>SMALL SHOPS</u>	<u>9,650</u>	
	TOTAL	65,670	215
GRAND TOTAL AFTER EXP. EXCLUDING THEATRE		594,470	3363

STALLS PER 1000 S.F.

7.4 BEFORE EXPANSION
5.6 AFTER EXPANSION

5.5

5.75 AFTER EXP.
6.60 BEFORE EXP.



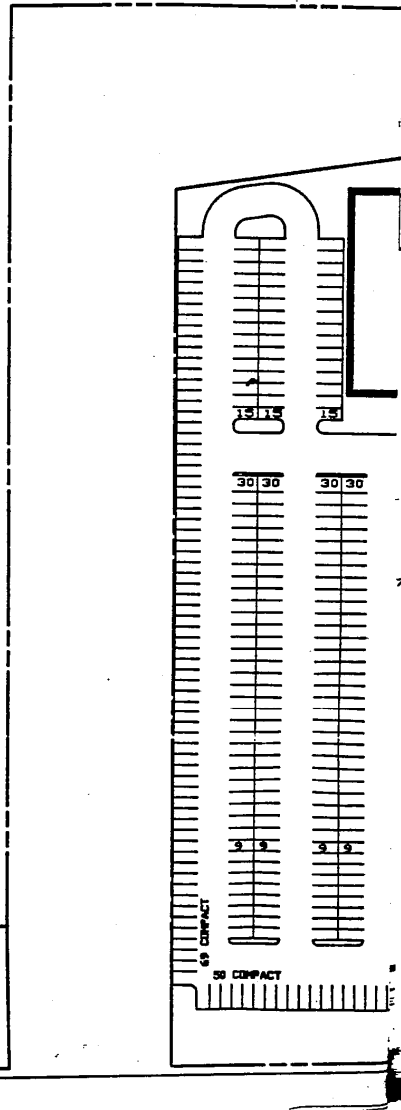
7.3

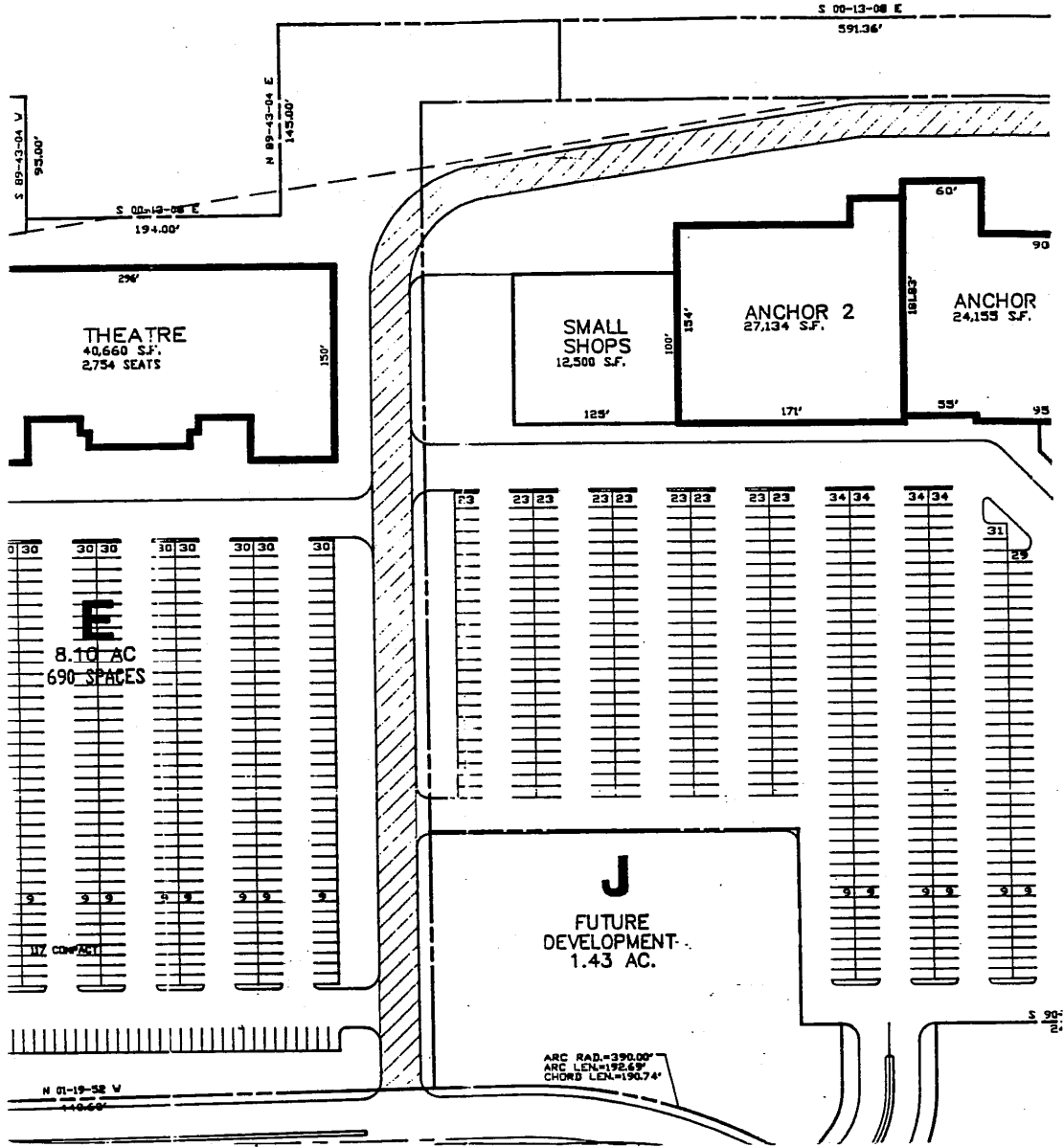
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PARKING STALL DETAIL

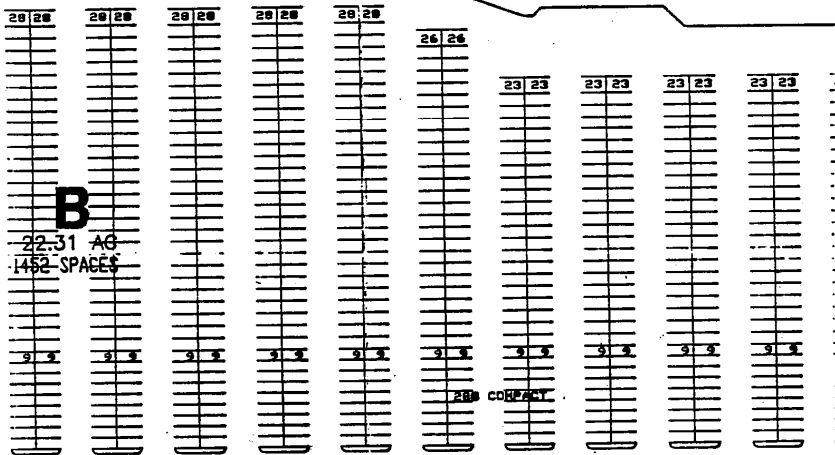
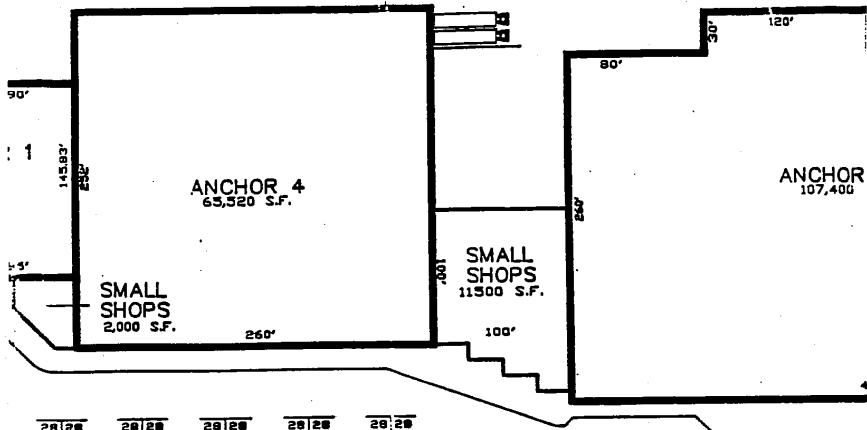
4.5

5.65



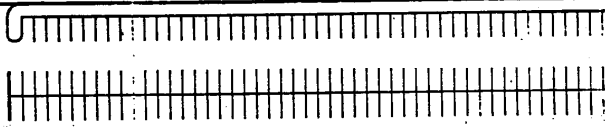


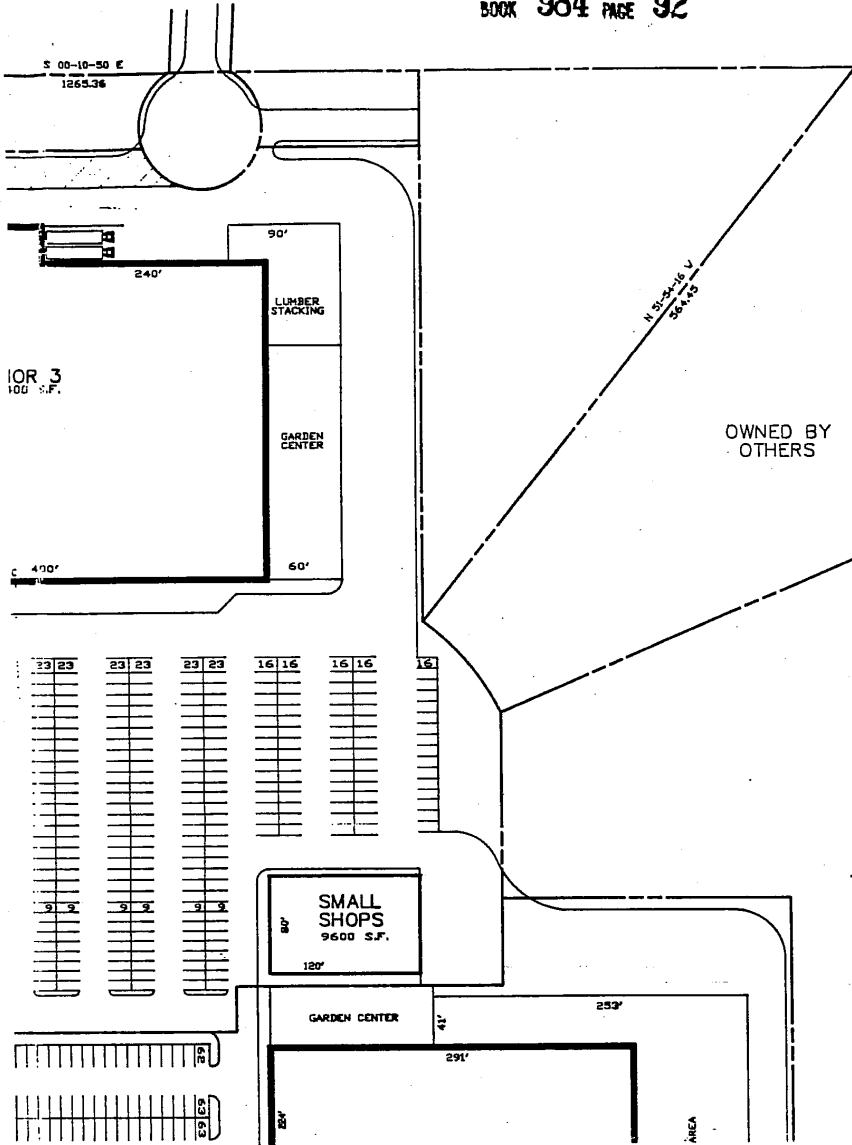
STREET



90-00-00 V
2-10-27

D

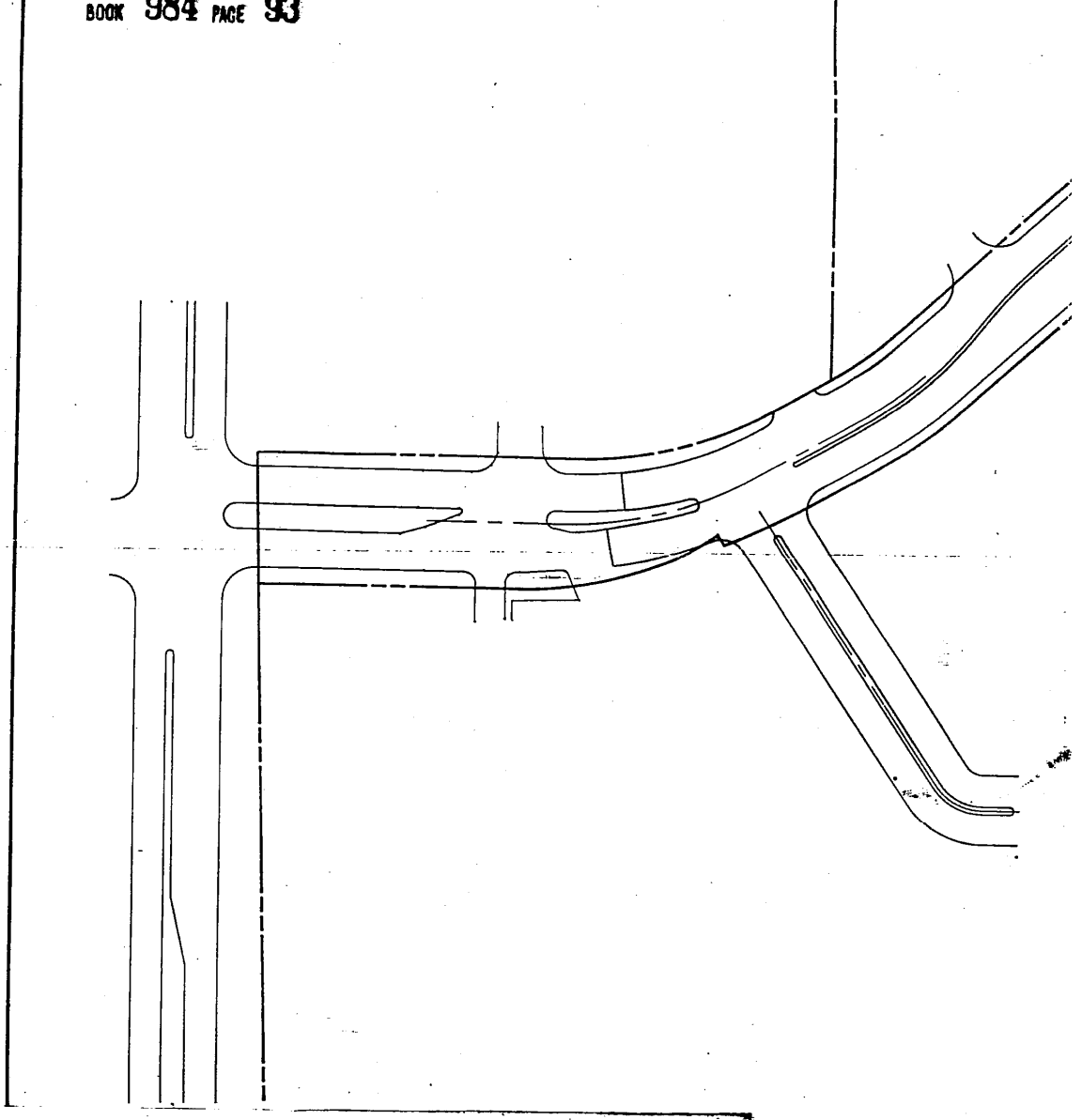


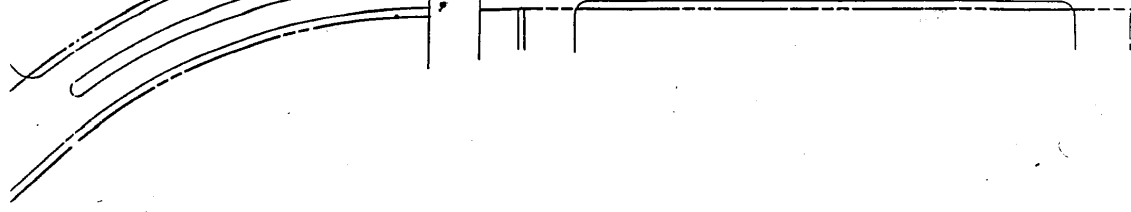


MASTER SITE PLAN

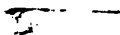
FEBRUARY 4, 1991

A
ENTER.
/ DRIVE





OAK VIEW MALL



ARC RAD=380'00"
ARC LENGTH=115'
CHORD LENGTH=115'
FUTURE DEVELOPMENT

ARC RAD=380'00"
ARC LENGTH=115'
CHORD LENGTH=115'

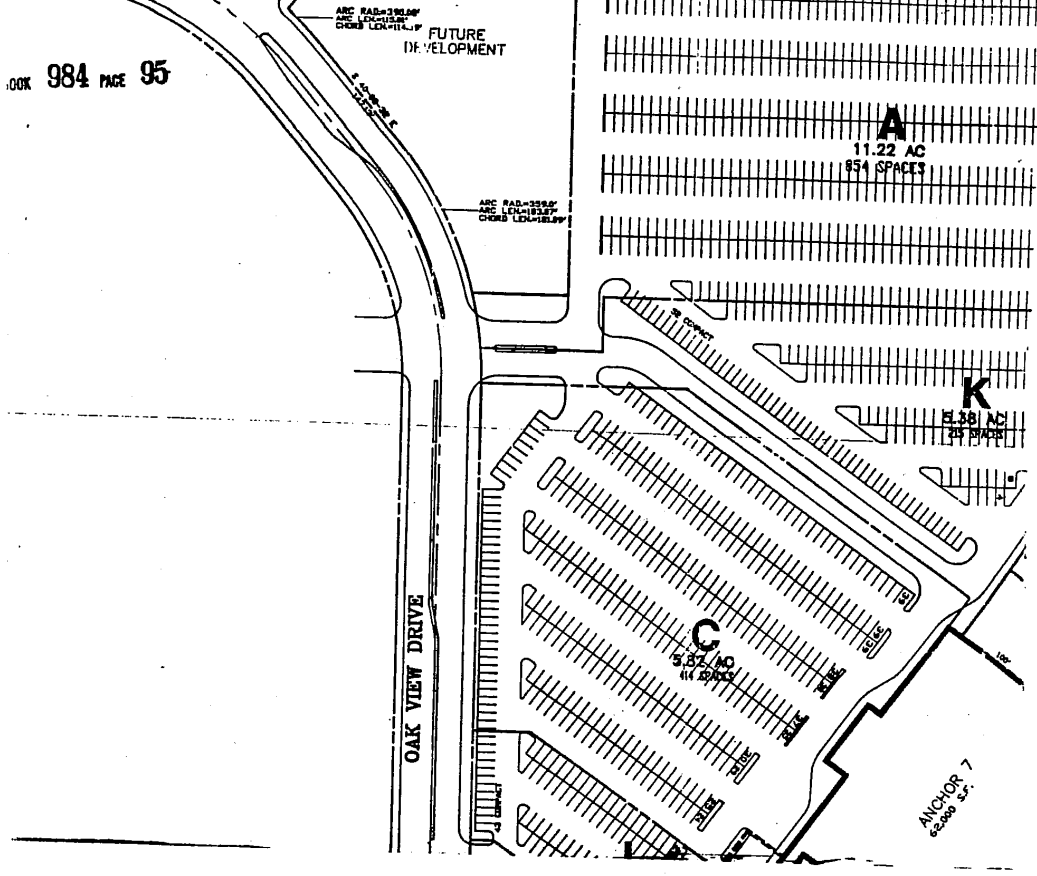
A
11.22 AC
854 SPACES

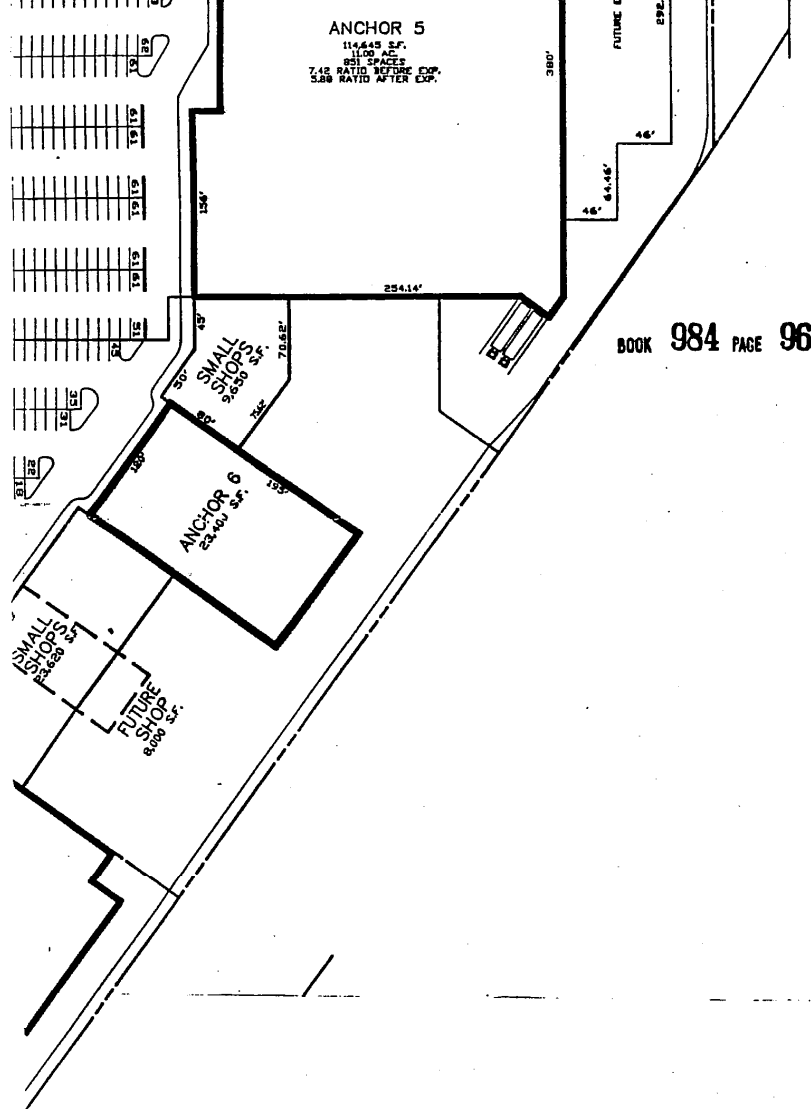
K
5.38 AC
39 SPACES

C
5.87 AC
47 SPACES

ANCHOR 7
62,200 S.F.

OAK VIEW DRIVE





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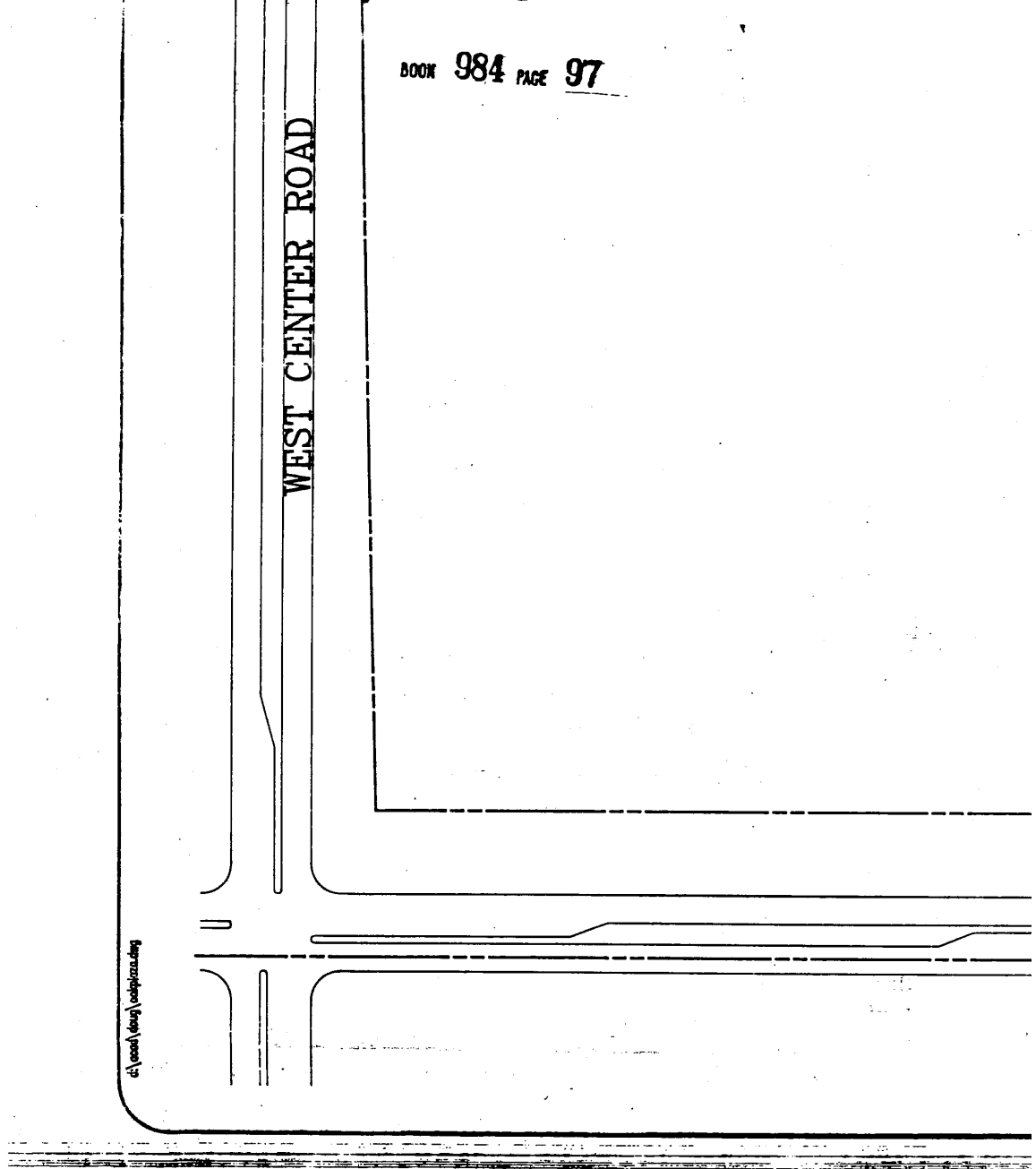
OAK VIEW PLAZA
 OAK VIEW PLAZA SHOPPING
 SOUTH AND EAST OF OAK V
 OMAHA, NEBRASKA

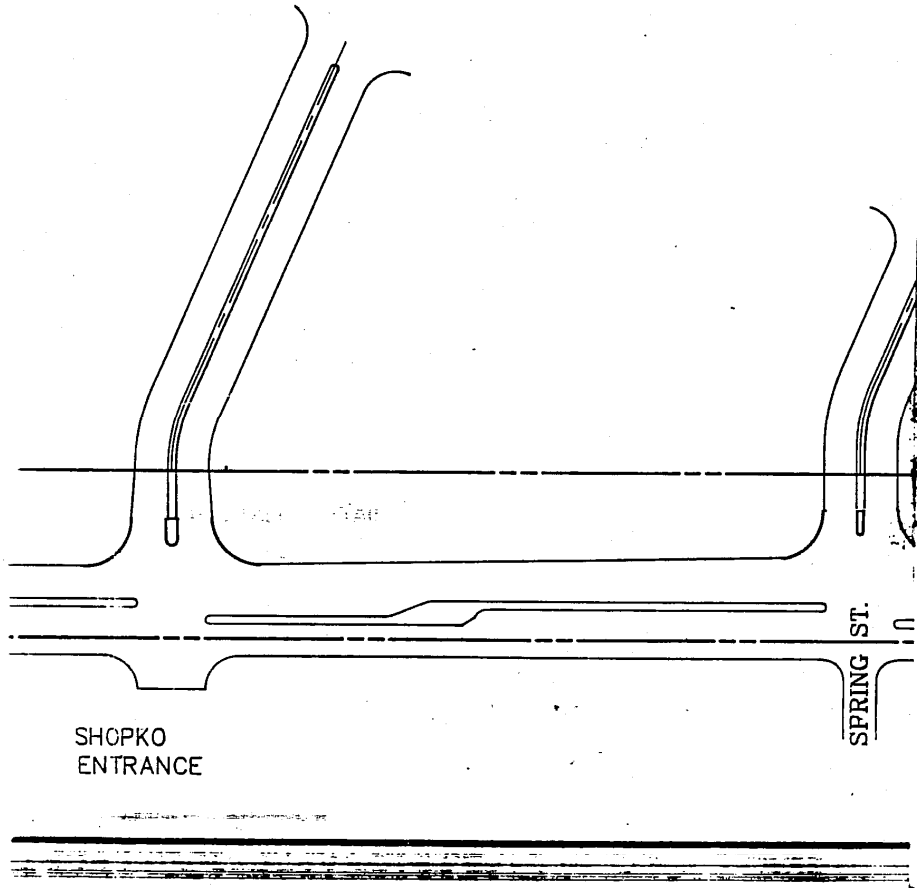
Shack

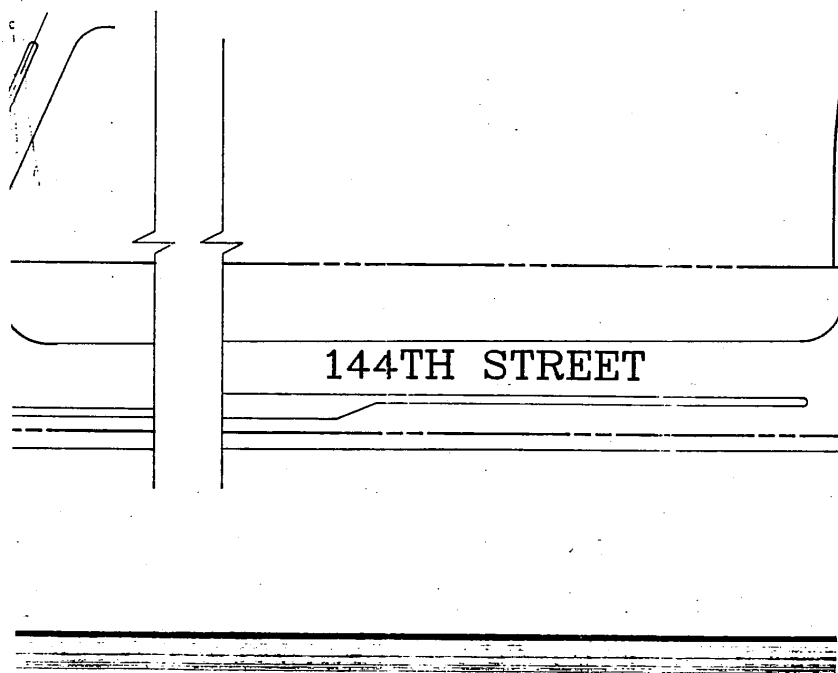
T E C T S
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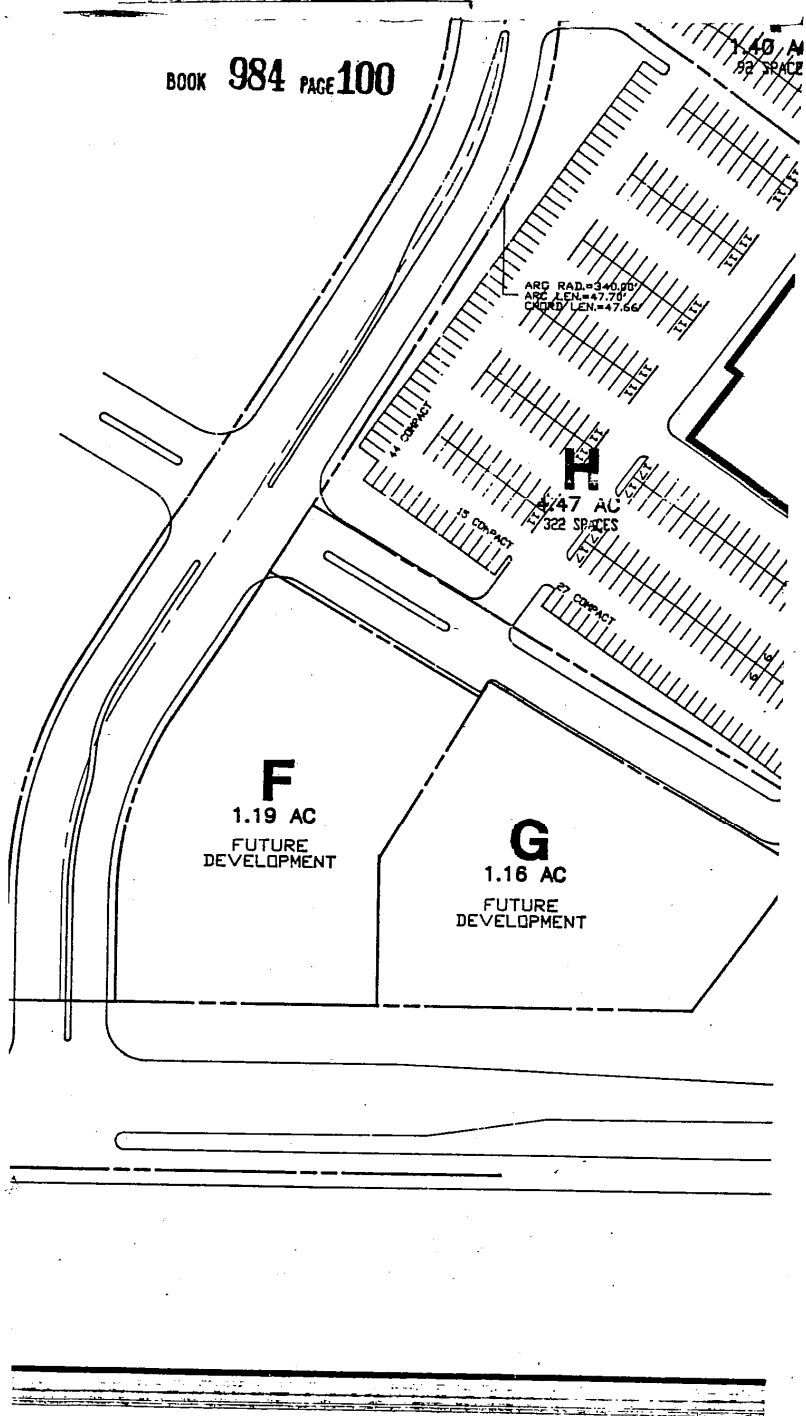
WEST CENTER ROAD

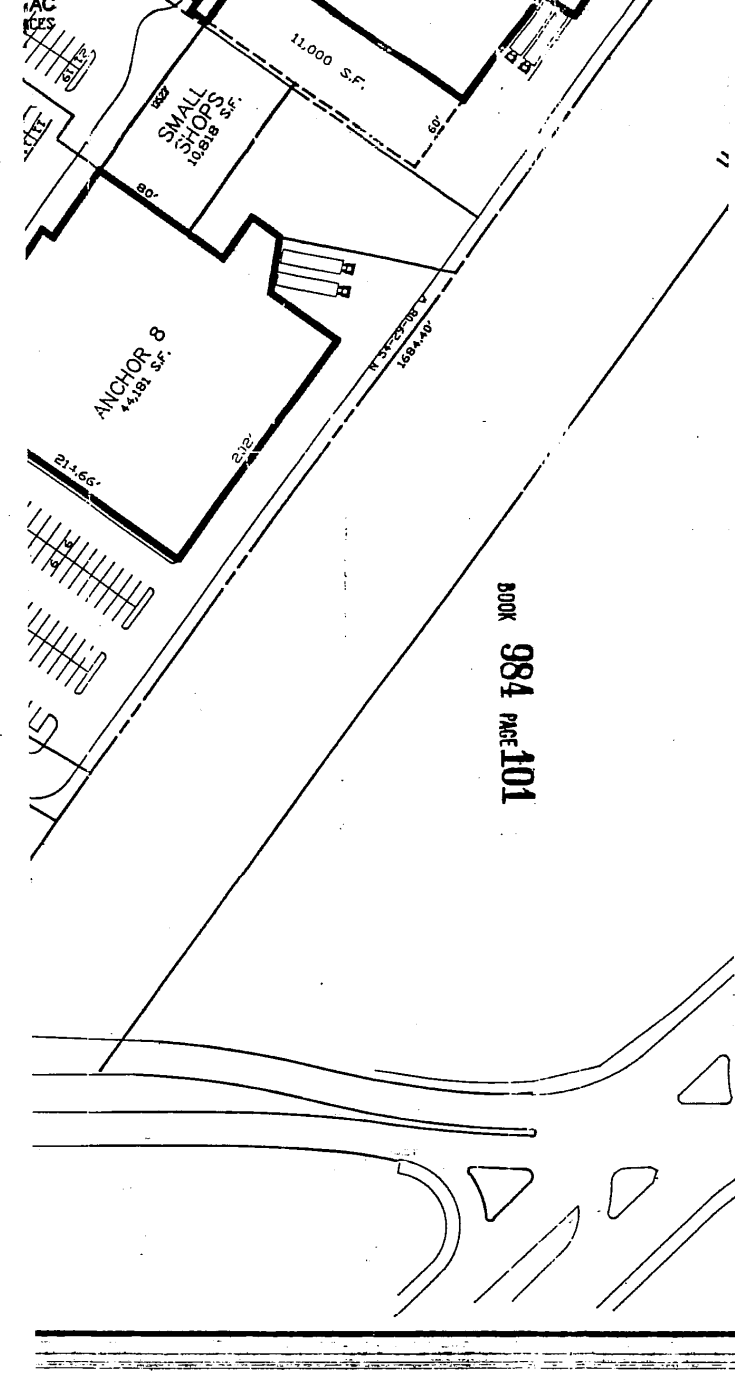
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U. P. R. R.

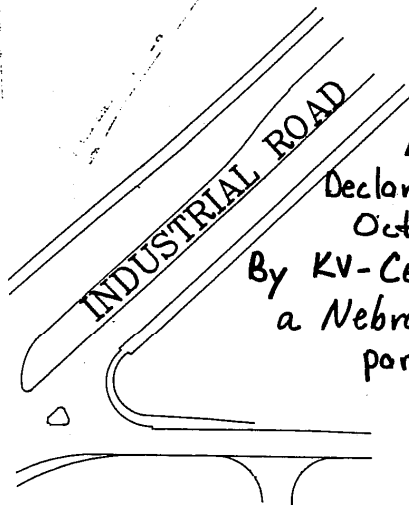
MASTER SITE PLAN

FEBRUARY 4, 1991

SCALE: 1" = 100'-0"

OAK VIEW PLAZA

OAK VIEW PLAZA SHOPPING CENTER
SOUTH AND EAST OF OAK VIEW DRIVE
OMAHA, NEBRASKA



*Exhibit "B" to
Declaration Dated
October 31, 1991
By KV-Center Associates,
a Nebraska general
partnership*

Finney

A. R. C. H.

1065 NORTH 15TH STREET SUITE 200 OMAHA

PROJECT NO:	91071
DATE:	10/30/91
REVISIONS:	
△	DATE
_____	_____
_____	_____
_____	_____
_____	_____

SITE PLAN

**CC-15
REVISED
10-30-91**

SIGN CRITERIA

(a) Wording on signs shall be limited to the store name, trade name, logos, hallmarks and insignias of the Occupant; and words and phrases descriptive of the goods or services provided by the Occupant.

(b) Signs will be generally located on the building fascia (within the limits of the store front of "shop space occupants"). Signs will not project more than twenty-four inches (24") beyond the face of the building measured horizontally.

(c) Sign letters for "shop space occupants" shall be no more than thirty-six inches (36").

(d) Sign letters for "shop space occupants" shall be individual aluminum channel with flat or molded plastic face and mounted wire concealed fasteners, frames painted to match the sign fascia color, with letters illuminated with neon tubes powered by normal factor transformers or other individual lettering and illumination type of equal quality at KVC's discretion.

(e) Except as otherwise provided by KVC, in its discretion, and as provided in paragraph (n) below, only one sign per "shop tenant occupant" will be permitted on the building fascia.

(f) Sign company names or stamps shall be concealed (Codes permitting).

(g) Without limiting this sign criteria, signs with exposed neon tubing may be permitted by KVC provided the total sign area which is exposed neon tubing may not exceed 33.3% of the total sign area permitted within the KVC Property.

(h) Painted or printed signs on exterior building surfaces shall be prohibited, except signs stating store hours are permitted with KVC's approval, and any non-customer rear doors for deliveries may have Occupant's name in six-inch (6") block letters approved by KVC. Painted or printed signs on the interior surfaces of windows are permitted.

(i) Public safety decals or artwork on glass in minimum sizes

to comply with applicable Code are permitted.

(j) Paper signs, stickers, banners or flags are prohibited except banners or flags located on parking lot light poles are permitted by Occupants other than "shop space occupants" for seasonal promotions or decorations within the parking areas leased or owned by such non-"shop space occupant", however such flags and banners may not be strung between light poles or between light poles and the building.

(k) No exposed raceways, ballasts, boxes or electrical transformers will be permitted except as required by Code, special conditions or KVC in its discretion.

(l) No Occupant shall install any roof top signs.

(m) No Occupant shall install pylon signs, except KVC may install pylon signs identifying the shopping center on the KVC property which shopping center identification may also contain the name of no more than nine (9) Occupants.

(n) Occupants may also erect one or more additional sign perpendicular to the storefront under the canopy above the store front in a manner approved by KVC. The number of such additional signs shall be determined by KVC.

(o) In addition to the above, directional signage for traffic purposes shall be permitted subject to the approval of KVC.

(p) Moving, blinking, rotating, flashing, animated or audible signs shall be prohibited.

For purposes of this Exhibit "B", the term "Occupant" shall mean KVC, its successors and assigns, and any person or legal entity who is legally entitled to the exclusive use and occupancy of any portion of the KVC Property under the rights contained in a deed or a written lease, license, occupancy or other agreement, provided however a "shop space occupant" shall be an Occupant of a multi-tenant building whose premises of less than eight thousand square feet (8,000 s.f.).

1. Any obnoxious odor or noise or sound which is reasonably objectionable and constitutes a public or private nuisance.
2. Any warehousing (but not including any storage areas within a building in connection with retail sales at such building), assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation, including, without limitation, any abattoir or animal rendering plant.
3. Any mobile home, trailer court, labor camp, junkyard, or animal raising establishment, except for pet shops, and except further that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance.
4. Any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located in the rear of any building).
5. Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation.
6. Any dry cleaning plant.
7. Any automobile, truck, motorcycle or recreational vehicles leasing, display or repair, except (1) in connection with a automobile sales facility TBA, tire store or automobile oil and lubricating service facility, or (2) for leasing is an incidental but not primary use by an Occupant.
8. Any living quarters, sleeping apartments or lodging rooms, except for a hotel.
9. Any mortuary.
10. Any adult book and/or video store. The sale, distribution, display or rental of any pornographic materials.
11. Any obscene, nude, or semi-nude live performance, any nude modeling, rap sessions, a so-called rubber goods shop, a sex club of any sort or a "massage parlor".

Exhibit "B"
Page 1 of 1

RECEIVED
MAY 14 1984
COURT CLERK
JUDICIAL DISTRICT
OF THE STATE OF ALABAMA