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2006113608

**DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS
AND RESTRICTIONS FOR OMAHA WORKS INDUSTRIAL PARK,
BEING AN ADDITION TO THE CITY OF OMAHA,
AS SURVEYED, PLATTED AND RECORDED,
IN DOUGLAS COUNTY, NEBRASKA
("Declaration")**

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Return to:
Jacqueline A. Pueppke
Baird Holm LLC
1500 Woodmen Tower
Omaha, NE 68102

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**DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS
AND RESTRICTIONS FOR OMAHA WORKS INDUSTRIAL PARK,
BEING AN ADDITION TO THE CITY OF OMAHA,
AS SURVEYED, PLATTED AND RECORDED,
IN DOUGLAS COUNTY, NEBRASKA
("Declaration")**

KNOW ALL PERSONS BY THESE PRESENTS:

That CONNECTIVITY SOLUTIONS MANUFACTURING, INC., a Delaware corporation ("**Declarant**"), being the present owner of certain real estate legally described as Lots 1 through 25, inclusive, and Outlots 1, 2 and 3, Omaha Works Industrial Park, an addition to the City of Omaha, Douglas County, Nebraska (the real estate and any building, structure and improvement now existing or hereinafter erected thereon is hereinafter referred to as the "**Development**"), which exhibit is incorporated herein by this reference, hereby declares that all of the Development shall be subject to the covenants, conditions, reservations, and restrictions set forth herein.

Each and every one of these covenants, conditions, reservations, and restrictions is for the benefit of the present and future owners of the Development or any portion thereof.

Each and every one of these covenants, conditions, reservations and restrictions shall pass with the real property constituting the Development, or any parcel, lot or site thereof, and shall bind each and every owner thereof or of any interest therein, including Declarant, and the respective assigns and successors in interest of such owners and any lessees, tenants and other occupants of any building or other structure thereon. These covenants, conditions, reservations, and restrictions are each imposed upon the Development, all of which are to be construed as restrictive covenants running with the land and with each and every part thereof:

1. PROHIBITED USES AND IMPROVEMENTS.

(a) No on-street Vehicle parking of any nature whatsoever shall be permitted on any street or easement access road within or abutting the Development, regardless of whether such parking would otherwise be permitted by any governmental authority. No Vehicle parking shall be allowed in any Outlot in the Development. As used herein the term "Vehicle" shall have the meaning set forth in Section 1(b) below.

(b) No repair of any boats, automobiles, motorcycles, trucks, trailers, campers, motor homes or similar vehicles ("**Vehicles**"), or any component thereof, shall be permitted in the Development, except in an enclosed structure or a fenced and screened enclosure. No Vehicles shall be offered for sale or lease in the Development nor shall any portion of the Development be used for the sale or leasing of Vehicles, except in connection with the operation of a new or used vehicle dealership.

(c) No activity that would be reasonably expected to over burden existing parking facilities shall be permitted. No inoperable or unusable Vehicles shall be stored on any portion of the Development. As used herein, the word "stored" means parking of any such Vehicle for more than 24 continuous hours.

(d) No agricultural uses, including animal husbandry, commercial breeding businesses or feed lots, nor any meat packing or processing operation shall be permitted in the Development. No animal, livestock, poultry or fowl of any kind shall be kept within the Development.

(e) No temporary building, mobile home, motor home, manufactured house, modular facility, trailer, outbuilding, shed, shack, or any structure built at another location shall be placed or maintained within one hundred (100) feet of the northern boundary line of the publicly dedicated right-of-way to be known as I Street, other than construction trailers reasonably necessary during the construction of improvements in the Development, provided that nothing stated in this section shall be deemed to prohibit the display and sale of manufactured houses or modular buildings, or components thereof, within the Development by a dealer in such property.

(f) No rock, gravel, clay, or other material shall be excavated or removed from any portion of the Development for commercial purposes except as is strictly necessary to prepare the Development for permitted improvements or for environmental remediation.

(g) No open burning of any material or gas shall be permitted within the Development.

(h) No noxious weeds or underbrush shall be permitted to grow or remain on any portion of the Development and no refuse site, construction debris, or other private nuisance of any kind shall be allowed to be placed or to remain anywhere in the Development. In the event that an owner of any portion of the Development shall fail or refuse to comply with this paragraph, a representative designated by the Association (as hereinafter defined) may enter into such portion of the Development and remove the same at the expense of the Owner thereof, and such entry shall not be deemed a trespass.

(i) No amplified music shall be permitted on the exterior of any property which can be heard from any adjacent portion of the Development, without the prior written consent of the Board of the Association, which consent shall not be unreasonably withheld, conditioned or delayed.

(j) No refuse or recycling collection or drop-off points, other than refuse containers as are necessary to serve the buildings in the Development, shall be permitted in the Development. No portion of the Development shall be used for any junk yards, auto salvage yards, or other scrap or salvage operations, recycling operations, or landfills.

2. SITE DEVELOPMENT REGULATIONS.

(a) Landscaping.

(i) All property owners must install permanent landscaping in conjunction with the construction of any improvements on any portion of the Development, which shall comply with the landscaping requirements set forth in the Municipal Code of the City of Omaha (the "City Code") for the zoning district in which the applicable portion of the Development is located. All landscaping existing in the Development as of the date of this Declaration shall be sufficient to satisfy the landscaping requirements of this Section 2(a).

(ii) No landscape or lawn maintenance equipment shall be stored or permitted to remain outside of any building or other screened-in area, except when in actual use. No vegetable gardens shall be maintained on any property in the Development. All landscaping shall be maintained in a first class, neat and attractive condition, and shall include, as a part of such maintenance, provisions for regular fertilization, weed and insect control, trash and debris removal, keeping lawns regularly mowed and irrigated, edges trimmed, and trees and shrubs trimmed and in good condition. All diseased and dead trees and other vegetation shall be promptly removed from the Development and replaced in a manner consistent with the landscaping in the Development.

(b) Parking And Loading; Access. The owner of all or any part of the Development shall provide adequate parking on such owner's property for such owner's employees, lessees, property occupants and invitees. If a particular use of any building or portion of the Development results in increased parking needs, the owner of such portion of the Development shall construct additional parking to serve such needs. All parking areas, except for temporary parking area for construction personnel involved with construction of improvements in the Development, shall be covered with a hard surfaced, dust free pavement, and shall be properly maintained and kept reasonable free of ice and snow. All parking areas in the Development shall serve occupants of buildings situated in the Development and their invitees, or persons working therein.

(c) Signs.

(i) No billboards, advertising signs or other signs of any character shall be erected, placed, permitted or maintained in the Development except as herein expressly permitted. The owner of any property in the Development that is now or hereafter zoned general industrial, light industrial heavy industrial ("Industrial Zoning Districts") under the City Code shall install signs on such property which comply with the signage requirements of the general office zoning district under the City Code. The owner of any property in the Development that is now or hereafter in a zoning district other than an Industrial Zoning District shall install signs on such property in accordance with the City Code requirements for signage within the respective zoning district. In addition, a sign identifying a

building in the Development shall be of a design and composed of materials consistent and harmonious with the building of which it identifies.

(ii) No sign shall have in use any flashing, pulsating or rotating light or lights.

(iii) No sign shall violate any ordinances of the City of Omaha, Nebraska.

(iv) Nothing stated herein shall be deemed to prohibit the installation of ground mounted signage designating entrances, exits, and handicapped and restricted parking areas.

(v) All signs shall at all times be kept in good order and repair and in good operating condition.

(d) Condition Of Property. The owner or owners of the Development shall at all times keep their respective portions of the Development in a safe, clean and attractive condition and comply in all respects with all government, health, fire and police requirements and regulations and these covenants, conditions and restrictions. Further, all of the owners of the Development shall comply with the following as to the portion of the Development so owned:

(i) The Development shall at all times be kept reasonably free from debris, paper, leaves, fallen branches and trash of all kinds.

(ii) Nothing shall be done on any building site that interferes with natural drainage of surface waters or with existing drainage facilities unless adequate alternate provisions are made therefor.

(iii) All exterior building walls and retaining walls and all other exterior surfaces shall be maintained in good condition and repair, and all broken or damaged exterior glass shall be promptly replaced.

(iv) Any graffiti on any portion of an owner's property shall be promptly removed.

(e) Utility Lines. All electrical lines, communication lines, water and sewer lines, cable television lines, gas and other pipelines and associated utility services, including metering devices, located on or through the Development, other than those located within any enclosed structure, shall be buried underground, except temporary above-ground service shall be allowed when necessary, but only during construction or repair of buildings and improvements. These restrictions shall not apply to the existing above-ground utility lines that are situated in an existing easement way or that are subsequently relocated on the Development.

(f) Damage or Destruction. If any improvement, building or other structure in the Development is damaged or destroyed by any cause, the owner of the property

upon which such improvement, building or other structure is located shall promptly take reasonable actions to ensure that such structure does not constitute a hazardous or dangerous condition to other persons or property in the Development.

3. NO RESTRICTION UPON SUBDIVISION AND REZONING.

Any lot in the Development may be subdivided, combined or rezoned by any owner, by governmental authority, or by deed, contract, lease or otherwise, and any interest in less than an entire lot may be conveyed, leased or created in any manner.

4. PROPERTY OWNERS ASSOCIATION.

(a) The Property Owners Association. Declarant has caused the incorporation of the OMAHA WORKS INDUSTRIAL PARK PROPERTY OWNERS ASSOCIATION, a Nebraska non-profit corporation (referred to in this Declaration as the "**Association**"). Pursuant to the Articles of Incorporation of the Association (the "**Articles**") and the Bylaws of the Association (the "**Bylaws**"), the Association has as its purpose the promotion of the health, safety, welfare and enjoyment of the owners and occupants of the Development all as is more specifically set forth in this Declaration.

(b) Membership. Each record owner of real estate in the Development shall be a member of the Association (individually, a "**Member**" and collectively, the "**Members**"). For purposes of determining the Members, the term "**owner**" means only the fee simple title holder or holders of each property, or the purchaser of such property pursuant to a land contract as reflected on the records of the Register of Deeds of Douglas County, Nebraska but shall not include any lessees, mortgagees or trust deed beneficiaries or trustees. A Member shall have one membership in the Association for each Net Acre (as hereinafter defined) owned by such Member in the Development (each a "**Membership**" and collectively, the "**Memberships**"). As used herein, the term "**Net Acre**" shall mean an acre of land within the Development but does not include any public rights of way or any property owned by any governmental entity. Partial Net Acres shall be rounded to the nearest acre to determine the number of votes. For example, the owner of 2.2 acres would have two (2) Memberships, the owner of 7.8 acres would have eight (8) Memberships, and the owner of 3.5 acres would have four (4) Memberships. Any owner of less than one (1) acre will have one (1) Membership. Membership shall be appurtenant to ownership of property and may not be separated from ownership. In the event any property is owned in multiple undivided ownership interests, such owners shall designate to the Association in writing which owner shall exercise the Membership voting rights, which designation shall remain in effect until revoked by any of owners of such property. In the event of a dispute regarding which owner is entitled to exercise the Membership voting rights, the other Members of the Association shall determine the identity of the person entitled to exercise Membership voting rights by a majority vote of such other Memberships.

Notwithstanding any provision contained herein to the contrary, the Owner of Lot 9 shall not be a Member of the Association, shall not hold any Memberships and shall not be charged any Dues or Assessments, unless such owner seeks to utilize the Common

Facilities (defined below). In the event the Owner of Lot 9 requests land or building management or maintenance services from the Association, but will not seek to use the Common Facilities, such Owner shall reimburse the Association for the costs of such services, but shall not be deemed a Member of the Association and shall not hold any Memberships.

(c) Transfer of Memberships. An owner shall, upon becoming the record owner of property within the Development become a Member of the Association with the number of Memberships computed as set forth in Section 4(b). The Membership is appurtenant to ownership and will pass to succeeding owners of record of the property. No Membership may be transferred, pledged, assigned or alienated in any manner, except as appurtenant to transfer of ownership of property in the Development.

(d) Board of Directors. The business and affairs of the Association shall be managed by its Board of Directors (the "**Board**"). The members of the Board shall be selected as provided in the Articles and Bylaws. The Articles and Bylaws of the Association may provide for a period of control by the Declarant of the Association and the Board thereof.

(e) Purposes and Responsibilities. The Association shall have the powers conferred upon it by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers, duties and obligations of the Association shall include, but not be limited to, the following:

(i) The ownership, acquisition, development, construction, maintenance, repair, replacement, operation and administration of common facilities, such as Outlots in the Development, signs, walks and paths, easement access roads, railroad spur tracks and landscaped areas located in the Development and in adjacent public property and rights of way ("**Common Facilities**") for the benefit, use and enjoyment of owners and occupants of the Declarant and the enforcement of the rules and regulations relating to the Common Facilities.

(ii) The installation, mowing, trimming, maintenance, repair and replacement of landscaping and green areas located within any Common Facilities, on any public property or on any public rights-of-way or easement access roads located in the Development or adjacent thereto. The Association may also maintain, repair and replace the irrigation well and pump located on Lot 2 that serves the existing lawn sprinklers located on Lots 1, 2 and 5 and Outlot 1 in the Development. The Association reserves the right to discontinue the well and to transfer the water service for such sprinklers to MUD. The Association may also contract with owners in the Development to provide land and building management and maintenance services on such owner's property on a reasonable cost basis.

(iii) Construction, maintenance and repair of all easement access roads in the Development that are for the benefit of all owners in the Development and which are shown on the Declaration of Access Easement made by the Declarant and the Association and recorded contemporaneously herewith, including snow and ice removal from such easement access roads.

(iv) Repair, maintenance and replacements of sanitary and storm sewer lines serving the Development other than individual sanitary sewer lines serving individual buildings, which shall be the building owner's responsibility.

(v) Paying an annual fee to the City of Omaha for maintaining, repairing, timing and supplying electricity in connection with one (1) stoplight along I Street.

(vi) Providing security services for the Development, including installing and maintaining any guard stations in the Development.

(vii) The fixing, levying, collecting, abatement and enforcement of all charges, dues, and assessments made pursuant to the terms of this Declaration, and the enforcement of this Declaration and the covenants contained herein.

(viii) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association.

(ix) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

(x) The acquisition by purchase or otherwise, holding, or disposing of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association including, but not limited to, the Outlots in the Development. All terms and provisions of this Declaration, including maintenance obligations, shall apply to the Outlots in the Development.

(xi) The employment of professionals and consultants to advise and assist the officers and Board of the Association in the performance of their duties and responsibilities for the Association.

(xii) The right to enter onto any property within the Development to enforce this Declaration.

(xiii) Procure insurance coverages as the Board determines.

(xiv) Borrow funds for the purposes of the Association, which may be secured by property of the Association, provided, however, that any borrowing must be approved by a majority vote of all Memberships of the Association.

(xv) The general management and administration of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish the purposes of the Association.

(xvi) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

(f) Dues and Assessments. The Association may fix, levy and charge the owner of any property in the Development with dues and assessments (hereinafter collectively referred to as "**Dues and Assessments**") under the provisions of this Declaration. Except as otherwise specifically provided herein, the Dues and Assessments shall be fixed by the Board of the Association and shall be payable at the times and in the manner prescribed by the Board. Each owner of property in the Development, by acceptance of a deed for such property, shall be deemed to consent and agree to pay to the Association Dues and Assessments which the Board is authorized to levy. Any owner shall have the right to audit the books and records of the Association to determine the accuracy of Dues and Assessments. If the audit reveals an overpayment, the owners shall be reimbursed for their overpayment and if the overpayment is more than 3% of the Dues or Assessment charged, the Association shall reimburse the auditing owner for the cost of the audit.

(g) Liens and Personal Obligations for Dues and Assessments. The Dues and Assessments, together with interest thereon, court costs and reasonable attorneys fees incurred in the collection of the same, shall be the personal obligation of each owner of property in the Development (or if such property has multiple owners due to fractional undivided ownership which, all of the owners of the property, jointly and severally) who owned the property at the time when the Dues or any Assessments first became due and payable. The Dues and Assessments, together with interest thereon, court costs and reasonable attorneys fees incurred in the collection thereof, shall also be a charge and a continuing lien upon the property with respect to which the Dues and Assessments were charged. The personal obligation for delinquent Dues and Assessments incurred prior to any sale or transfer of any property in the Development shall not pass to the successor in title unless expressly assumed by such successor as a personal obligation, but all successors in title shall take title to such property subject to the lien for any unpaid Dues and Assessment, regardless of when such lien arose. All dues and assessments shall be paid without reduction, claim or offset.

(h) Purpose of the Dues and Assessment. The Dues and Assessments collected by the Association may be committed and expended to accomplish the purposes, powers and responsibilities of the Association as described in this Declaration and in the Articles and Bylaws of the Association.

(i) Dues. Within forty-five (45) days after the recording of this Declaration, the Declarant and any Members shall meet to discuss the Association's budget for 2006 and 2007. Based on such budget, the Board shall notify each Member of the actual amount of the Dues per Net Acre. Thereafter, the amount of the Dues shall be

determined by the Board, provided, however, that the Dues shall not increase in any year by more than 10% over the Dues charged for the prior year unless excess Dues are approved by the Members as provided in Section 4(k) below. Dues for the first year shall become due and payable on the first day of the first month following the recording of this Declaration and on the same day of each year thereafter.

(j) Assessments for Extraordinary Costs. In addition to the Dues, the Board may from time to time levy an Assessment or Assessments in the event the Dues are inadequate in any year to pay for the operations of the Association, or are necessary for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement or replacement of any Common Facility, including fixtures and personal property related thereto, any related facilities, and the cost of maintaining any adjacent public property and rights of way, including snow removal therefrom.

(k) Excess Dues and Assessments. With the approval of 67% of the Memberships of the Association, the Board may establish Dues and Assessments in excess of the maximum stated in this Declaration.

(l) Rate of Assessment. Dues and Assessments for each service provided by the Association shall be fixed at a uniform rate as to all property based upon the size of the property involved. It is expressly contemplated by this Declaration that the Board shall have the right to levy Dues and Assessments against property based on the benefits derived by such property for services provided by the Association when the operations of the Association do not benefit all property in the Development.

(m) Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth the Dues and Assessments on a specified parcel of property in the Development have been paid to the date of the request, the amount of any delinquent sums, and the due date and amount of the next succeeding installments of Dues and Assessments. The Dues and Assessments shall be and become a lien on the property as of the date such amounts first become due and payable.

(n) Effect of Nonpayment of Dues and Assessments and Remedies. Any installment of Dues and Assessments which is not paid when due shall be delinquent. Delinquent Dues or Assessments shall bear interest from the due date at the rate of four percent (4%) over the prime rate of interest as published in the Wall Street Journal. In the event that the prime rate of interest is not published in the Wall Street Journal, then the prime rate to be utilized for purposes of calculating the interest rate on Dues and Assessments shall be the prime rate of interest published in another nationally recognized and reputable electronic or print publication as determined by the Board. Upon becoming delinquent, the owner of the property shall be deemed to have assigned to the Association all rents, issues and profits of the property which may then be collected by the Association to pay such delinquent Dues and Assessments. Upon any non-payment, the Association may record against such property a notice of lien ("**Notice of Lien**"), but the recording of such Notice of Lien shall not be required to

create or enforce the lien of any such unpaid Dues and Assessments. Such Notice of Lien may be filed against the property of the defaulting owner in the Office of the Register of Deeds for Douglas County, Nebraska, and if filed, shall be signed and acknowledged and shall contain at least the following information:

- (i) A statement of the unpaid amount of costs and expenses;
- (ii) A description sufficient for identification of that portion of the property of the defaulting owner which is the subject of the lien; and
- (iii) The name of the owner or reputed owner of the property which is the subject of the alleged lien.

The Association may bring an action at law against the owner or owners personally obligated to pay the same, or foreclose the lien against the property involved in the same manner, and pursue any other legal or equitable remedies. The Association shall be entitled to recover as a part of the action all court costs and reasonable attorneys fees incurred by the Association with respect to each such action. The Association shall have the right to bid upon the property at any foreclosure sale and to acquire title thereto. No owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Facilities or abandonment of the property. The mortgagee or trust deed beneficiary of any property in the Development, shall have the right to cure any delinquency of an owner by payment of all sums due, together with interest, court costs and legal fees. The Association shall assign to such mortgagee or trust deed beneficiary all of its rights with respect to such lien and right of foreclosure and such mortgagee or trust deed beneficiary may thereupon be subrogated to any rights of the Association pertaining thereto.

(o) Subordination. The lien of Dues and Assessments provided for herein shall be superior to all liens and encumbrances of any nature, but shall be subordinate to the lien of any valid first mortgage or deed of trust or a mortgage or deed of trust given as collateral for a loan to construct any improvement on the property. Sale of any property in the Development shall not affect or terminate the lien of any Dues and Assessments. Any good faith sale or transfer of any property by judicial or non-judicial foreclosure of such first mortgage or deed of trust shall extinguish the lien of such Dues and Assessments that become due prior to such sale or transfer, but shall not relieve the property from any obligation to pay any such Dues and Assessments or the lien thereof, attributable to or becoming due for any period of time after such sale. After such sale, the Board of Directors may assess such property for a pro rata share of Dues and Assessments extinguished by such sale that were attributable to periods subsequent to such sale.

(p) Transfer of Property. Any transfer of any property in the Development shall be subject to the lien of any unpaid Dues and Assessments regardless of whether any Notice of Lien has been received thereon, and the selling owner shall remain personally liable for any such Dues and Assessments, charged against such property prior to such sale.

(q) Suspension of Voting Privileges. In addition to all other rights and remedies of the Association, the Board may suspend the voting rights of any property owner who has not paid any Dues and Assessments by the due date thereof.

5. WAIVER, MODIFICATION OR AMENDMENT BY BOARD.

The owner of any property in the Development may petition the Board to waive compliance with or grant a variance to any of the site development regulations contained in this Declaration. Subject to the limitations set forth below, and based on its reasonable discretion, the Board is hereby given the power to grant such waiver or variance upon such request and upon a finding by the Board that such request is in conformity with the general scheme for the development of the Development as set forth in this Declaration. Such waiver or variance shall only be effective upon a majority vote of the members of the Board. Notwithstanding any other provision contained herein, if the Board shall fail to approve or disapprove any such requests for waiver, variance, modification or amendment within thirty (30) days after such request has been submitted to the Board, such request shall be deemed conclusively to have been disapproved unless or until the Board takes further action on the same, if ever.

6. TERM AND EXTENSIONS; AMENDMENT.

(a) Duration: This Declaration, and each covenant, condition, reservation and restriction contained herein, shall continue in effect for a period of thirty (30) years from the date this Declaration is recorded in the office of the Register of Deeds of Douglas County Nebraska. Thereafter, this Declaration shall be automatically extended for successive terms of ten (10) years each, unless sixty-seven percent (67%) of all of the then Memberships of the Association, by written declaration, signed and acknowledged by them and duly recorded with the Register of Deeds for Douglas County, Nebraska, elect to terminate this Declaration effective as of the end of the then current term.

(b) Amendment: This Declaration may only be modified or amended by a written amendment signed by sixty-seven percent (67%) of all of the then Memberships of the Association; provided, however, that any such amendment shall not (a) eliminate or modify the Declarant's right to control the Board and the Association for a period of two (2) years from the date of recording this Declaration with the Douglas County, Nebraska Register of Deeds or (b) modify the provisions of Section 4(b) regarding the Membership in the Association of the Owner of Lots 9.

7. ENFORCEMENT BY PROPERTY OWNERS ASSOCIATION.

(a) Notice of Default and Cure. In the event the owner of any property in the Development fails or refuses to perform any obligation of such owner under these Declarations, the Board of the Association shall notify the owner of such default. In the event such owner does not correct such default within thirty (30) days after receipt of such notice, the Association may, but shall not be obligated to, cure such default, and the cost thereof, together with an overhead charge of 10% of the cost of such cure, provided that such charge shall be at least \$100, but no more than \$2,500, shall be paid by such owner to the Association upon demand. Such costs shall be a lien upon the owner's property in the same manner as an Assessment as provided in Section 4(k) hereof, but shall not be subject the limitations in amount stated in such Section.

(b) Enforcement. Upon a violation or breach of any of the covenants, conditions, reservations, and restrictions set forth herein, the Association shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure promptly to enforce any of the covenants, conditions, reservations and restrictions contained herein shall not bar their enforcement or be deemed a waiver of any future violations. Upon the failure or refusal of the Association to enforce any of the covenants, conditions, reservations and restrictions set forth herein, any then owner of any portion of the Development shall have the right, but not the obligation, to proceed at law or equity to compel compliance therewith or to prevent or enjoin any actual or threatened violation or breach of the same.

(c) Entry Onto Property. In addition to the foregoing rights, any designated representative of the Association (each a "**Designated Representative**") shall have the right, whenever there shall have been built any structure or exists any condition in the Development which is in violation of this Declaration and such violation has not been cured within thirty (30) days after written notice to the breaching party, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, payable within ten (10) days after such breaching party is billed. Any such entry and abatement or removal shall not be deemed a trespass. The cost of such abatement or removal, if not paid within such ten (10) day period, shall be a lien in favor of the Designated Representative against the breaching owner's property and, subject to the provisions of Section 4(n), may be foreclosed by the curing party in like manner as any other lien against real estate.

(d) Other Enforcement Actions. In addition to the foregoing remedies, the Association may commence an action for damages, declaratory judgement, injunctive relief or specific performance against any owner due to any breach by such owner of any covenant or obligation in these Declarations.

8. RESERVED RIGHTS OF DECLARANT.

(a) Declarant's Reserved Rights. So long as Declarant owns any undeveloped property within the Development, Declarant shall have, and hereby

reserves the right: (i) to create additional outlots; (ii) to create or eliminate easement access roads, so long as each lot in the Development has access to a public right-of-way directly or through an easement access road; and (iii) to grant additional easements for utility services in any easement access road area or in any existing utility easement area so long as such additional utility easements do not have a material adverse effect on the existing road or utility easement.

(b) Assignment of Declarant's Rights. All of the rights, powers, duties and obligations of Declarant may be assigned to any corporation or other entity that is controlled by, under common control with, or controls Declarant, and upon such assignment, such assignee shall have and succeed to all of the rights, powers, duties and obligations of the Declarant in the same manner as if such assignee was the Declarant.

9. NOTICES.

All notices, demands, statements, and requests (collectively "**Notices**") required or permitted to be given under this Declaration must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the person to whom the Notice is addressed or if such person is not available the date such Notice is left at the address of the person to whom it is directed, (ii) on the date the Notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, and (iii) on the date the Notice is delivered by a courier service (including Federal Express, Express Mail, or similar operation) to the address of the person to whom it is directed, provided it is sent prepaid, return receipt requested. Any notice to be given to the owner of any portion of the Development may be served by leaving it with a representative of such owner at such owner's office located on the Development. The place for delivery of any Notice hereunder may be changed by any party hereto by written notice to the other parties delivered in the manner required by this paragraph.

10. DECLARATION SHALL CONTINUE NOTWITHSTANDING BREACH.

It is expressly agreed that no breach of this Declaration shall (i) entitle any party to cancel, rescind, or otherwise terminate this Declaration or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder by reason of any such breach.

11. EFFECT OF SALE BY OWNER.

If any owner of any portion of the Development sells its property, then after the date of sale, such owner shall have no further obligation under this Declaration with respect to such property sold; provided, however, the selling owner shall remain personally liable for any obligations incurred prior to said sale.

12. DEFAULT IN PAYMENT OF EXPENSES.

Notwithstanding any of the provisions of this Declaration, a breach of any of the conditions and covenants contained herein shall not defeat, affect or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but such conditions and covenants shall be binding and effective against any owner of any property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

13. RULE AGAINST PERPETUITIES.

In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective being contrary to applicable law or prohibited by the "rule against perpetuities" or any similar law, then in that event only the term hereof shall be reduced to the maximum period of time which does not violate such law or the rule against perpetuities as set forth in the laws of the State of Nebraska.

14. WAIVER.

No delay or omission in exercising any rights, power or remedy herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein.

15. SEVERABILITY.

In the event any one or more of the foregoing covenants, conditions, reservations or restrictions is declared for any reason by a court of competent jurisdiction to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the other covenants, conditions, reservations and restrictions not specifically declared to be void or unenforceable, but all of the remaining covenants, conditions, reservations and restrictions not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

16. BENEFICIARIES.

These covenants, conditions, reservations and restrictions are made for the benefit of any and all persons who may now own, or who may in the future own, any portion of the Development. Such persons are specifically given the right to enforce these restrictions and covenants by injunction or other legal or equitable procedure, and to recover damages resulting from any violation thereof, including the cost of enforcing the same, which costs shall include court costs and reasonable attorneys' fees as permitted by law.

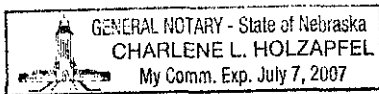
IN WITNESS WHEREOF, the parties have caused these presents to be executed at Omaha, Douglas County, Nebraska, this 28th day of September, 2006.

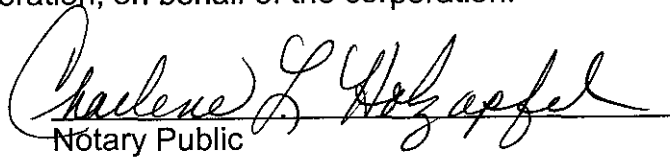
CONNECTIVITY SOLUTIONS
MANUFACTURING, INC.,
a Delaware corporation

By: 
Richard Dall'Asen, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on the 28th day of September, 2006, by Richard Dall'Asen, the President of Connectivity Solutions Manufacturing, Inc., a Delaware corporation, on behalf of the corporation.




Notary Public