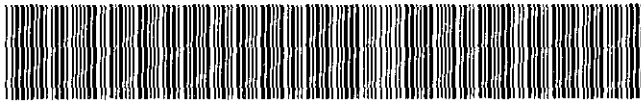


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 Register of Deeds, Douglas County, NE
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DECLARATION OF RESTRICTIVE COVENANTS

6th THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Declaration") is made this day of October, 2009, by and between Anthony Saldi, Debra G. Saldi, TBD Enterprises, LLC, a Nebraska limited liability company, Space Solutions, LLC, a Nebraska limited liability company, Cherry Hills Village, LLC, a Nebraska limited liability company, Dodge Creek, LLC, a Nebraska limited liability company, Northwest I-680, LLC, a Nebraska limited liability company, and Highland Properties, LLC, a Nebraska limited company, (collectively referred to as "Developers").

WHEREAS, one or more of the Developers owns, or otherwise has an interest in, one or more lots legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Development Property"); and

WHEREAS, to preserve and protect their investment and the current operations and tenants on the Development Property, and to allow them to subdivide and sell the Development Property, the Developers have agreed to impose certain use and development restrictions on the Development Property; and

WHEREAS, the Developers are entering into this Declaration to memorialize such use and development restrictions and place future and subsequent purchases, occupants, leasees, lien and other interest holders on notice of the restrictive covenants applicable to the Development Property.

NOW, THEREFORE, the Developers hereby declare and covenant as follows:

1. DECLARATION

(a) Each and every one of these restrictive covenants on the Development Property is for the benefit of Developers and will further enable Developers to subdivide and sell the Development Property to subsequent owners and users who will also benefit. Each and every one of these covenants is binding and shall pass with the Development Property, or any portion, parcel, lot, or site thereof, and shall bind each and every owner, interest holder, leasee, tenant, occupant, lien holder, and any of their respective assigns, grantees, heirs, and successors-in-interest. These restrictive covenants shall not affect or apply to the Legends, Holiday Inn Express, and Space Solutions at Cherry Hills, currently operating on the Development Property or to any operation constructed or owned by Anthony Saldi or his heirs or assigns. All of the restrictive covenants imposed upon the Development Property are to be construed as restrictive covenants

Tony Saldi
 512 So 91st
 Omaha, Ne 68114

running with the land and with each and every part thereof. These restrictive covenants are material to the Developers and in the absence of these restrictive covenants or their ability to be enforced by the Developers, the Developers would not sell any interest in the Development Property.

2. PROHIBITED USES

(a) No portion of the Development Property shall be utilized, leased, used, or occupied as a motel, hotel, self-storage facility, or a bar and grill. By way of example, a bar and grill shall consist of operations including and similar to the Fox and Hound, Billy Frogs, Chili's, Applebee's, TJI Fridays, Finagans, D.J.'s Dugout, Buffalo Wild Wings, Clancy's, Varsity, Upstream, the Prestige, Brewsky's, Lazlo's, the Arena, the Phoenix, and Stokes.

3. REMEDIES FOR VIOLATIONS

(a) Developers shall suffer great and irreparable harm and injury upon a violation or breach of any these covenants. Upon a violation or breach of any of the restrictive covenants set forth herein, the Developers, individually or jointly, shall have the right to all appropriate relief including to injunctive relief to compel compliance with the terms hereof or to prevent the violation or breach of any the restrictive covenants.

4. TERM AND EXTENSIONS; AMENDMENT

(a) This Declaration, and all covenants, conditions, and restrictions herein shall continue and remain in full force and effect for a period of twenty (20) years, commencing on the date this Declaration is recorded in the Register of Deeds of Douglas County, Nebraska. Thereafter, this Declaration shall be automatically renewed for five (5) successive periods of ten (10) years each, unless otherwise terminated as provided in Section 4(b) below.

(b) This Declaration may be modified, amended, or terminated by a written amendment signed and filed by Anthony Saldi.

5. NO WAIVER

(a) Any breach of this Declaration shall not entitle any party to cancel, rescind, ignore, breach, violate, or otherwise terminate this Declaration or any of the restrictive covenants herein.

(b) No delay, omission, or forbearance in exercising any rights, powers, or remedies provided herein or by law, in the event of any breach or violation of the restrictive covenants herein, shall be construed as a waiver, estoppel, or acquiescence on the part of the Developers.

6. SEVERABILITY

(a) In the event any one or more of the foregoing restrictive covenants is declared for any reason by a Court of competent jurisdiction to be null, void, or invalid, the judgment or decree shall not in any manner whatsoever affect, modify, void, change, abrogate, or nullify any of the other restrictive covenants. All of the remaining restrictive covenants and provisions set forth herein shall continue unimpaired and in full force and effect.

CHERRY HILLS VILLAGE, LLC, a Nebraska
Limited Liability Company

By: _____

Name: _____

Title: _____

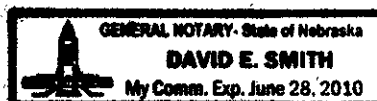
[Signature]
Managing Member
Anthony Saldi

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of October, 2009, by Anthony Saldi, Managing Member of Cherry Hills Village, LLC, a Nebraska Limited Liability Company on behalf of the company.

[Signature]

Notary Public



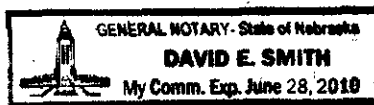
TBD ENTERPRISES, LLC, a Nebraska
Limited Liability Company

By: [Signature]
Name: Anthony Soldi
Title: Managing Member

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of October, 2009,
by Anthony Soldi, Managing Member of TBD Enterprises, LLC, a Nebraska Limited
Liability Company on behalf of the company.

[Signature]
Notary Public



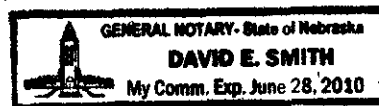
SPACE SOLUTIONS, LLC, a Nebraska
Limited Liability Company

By: *[Signature]*
Name: Anthony Saldi
Title: Managing Member

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of October, 2009,
by Anthony Saldi, Managing Member of Space Solutions, LLC a Nebraska Limited
Liability Company on behalf of the company.

[Signature]
Notary Public



Debra Saldi

DEBRA SALDI

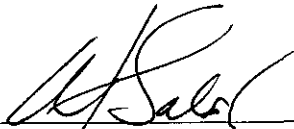
STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of October, 2009,
by Debra Saldi, an individual in her individual capacity.

David E. Smith

Notary Public






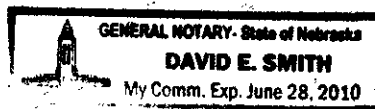
ANTHONY SALDI

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of October, 2009,
by Anthony Saldi, an individual in his individual capacity.



Notary Public



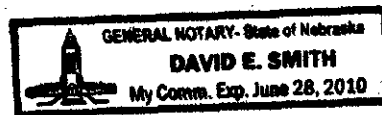
DODGE CREEK, LLC, a Nebraska
Limited Liability Company

By: [Signature]
Name: Nick Saldi
Title: Managing Member

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of October, 2009,
by Nick Saldi, Managing Member of Dodge Creek, LLC, a Nebraska Limited
Liability Company on behalf of the company.

[Signature]
Notary Public



HIGHLAND PROPERTIES, LLC, a Nebraska
Limited Liability Company

By: [Signature]
Name: Anthony Saldi
Title: Managing Member

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of October, 2009,
by Anthony Saldi, Managing Member of Highland Properties, LLC, a Nebraska
Limited Liability Company on behalf of the company.

[Signature]
Notary Public



NORTHWEST I-680, LLC, a Nebraska
Limited Liability Company

By: _____

Name: _____

Title: _____

[Signature]

Anthony Saldi

Managing Member

STATE OF NEBRASKA)

)ss

COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of October, 2009,
by Anthony Saldi, Managing Member of Northwest I-680, LLC, a Nebraska Limited
Liability Company on behalf of the company.

[Signature]

Notary Public

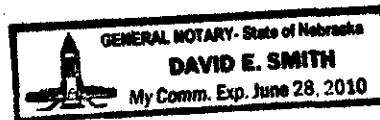


EXHIBIT "A"

- Lots 1, 2 and 3, Cherry Hills Business Park Replat 2, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. 00-06382
- Lot 2, Cherry Hills Business Park Replat 3, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. 00-06378
- Lots 4, 5, 7, and 10, Cherry Hills Village Replat, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. 67-06282
- Lots 2, Cherry Hills Village Replat 2, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. 00-06283
- Lots 1 and 2, Cherry Hills Village Replat 3, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. 00-06284
- Lots 1, 3, 4, 5, and 7, Starwood South, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. 67-36852
- Lot 2, Starwood South Replat 2, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. 67-36872
- See attached Legal Description

EXHIBIT "A"
ATTACHMENT

PART OF THE NW ¼ OF THE SE ¼, TOGETHER WITH PART OF THE SW ¼ OF THE NE ¼, TOGETHER WITH PART OF THE SE ¼ OF THE NW ¼, TOGETHER WITH PART OF THE NE ¼ OF THE SW ¼ LYING NORTHEASTERLY OF HIGHWAY 133, ALL IN SECTION 28, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH PART OF THE ABANDONED CHICAGO AND NORTH WESTERN RAILROAD RIGHT-OF-WAY LYING WITHIN SAID SECTION 28, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF LOT 1, CHERRY HILLS BUSINESS PARK REPLAT 2, A SUBDIVISION IN SAID DOUGLAS COUNTY;

THENCE N89°59'17"E (ASSUMED BEARING) 1161.46 FEET ON THE NORTH LINES OF SAID CHERRY HILLS BUSINESS PARK REPLAT 2 AND CHERRY HILLS BUSINESS PARK REPLATS 6 AND 7, SUBDIVISIONS IN SAID DOUGLAS COUNTY;

THENCE N00°00'43"W 536.43 FEET TO THE APPROXIMATE CENTERLINE OF THOMAS CREEK;

THENCE NORTHERLY ON THE APPROXIMATE CENTERLINE OF THOMAS CREEK ON THE FOLLOWING DESCRIBED EIGHTEEN COURSES;

THENCE N78°00'00"W 113.52 FEET;	THENCE N32°00'00"W 55.00 FEET;	THENCE N43°00'00"W 100.00 FEET;
THENCE N06°00'00"W 60.00 FEET;	THENCE N52°00'00"W 110.00 FEET;	THENCE N46°00'00"W 100.00 FEET;
THENCE N25°00'00"W 110.00 FEET;	THENCE N35°00'00"W 70.00 FEET;	THENCE N57°00'00"W 80.00 FEET;
THENCE N64°00'00"W 100.00 FEET;	THENCE N46°00'00"W 85.00 FEET;	THENCE S79°00'00"W 110.00 FEET;
THENCE S60°00'00"W 85.00 FEET;	THENCE N82°00'00"W 90.00 FEET;	THENCE N49°00'00"W 140.00 FEET;
THENCE S85°00'00"W 40.00 FEET;	THENCE N45°00'00"W 55.00 FEET;	THENCE N25°00'00"W 60.59 FEET;

THENCE S38°05'24"W 166.31 FEET TO THE SOUTHWESTERLY LINE OF SAID ABANDONED CHICAGO AND NORTH WESTERN RAILROAD RIGHT-OF-WAY;

THENCE SOUTH 521.77 FEET ON A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SE ¼ OF THE NW ¼ TO THE NORTH LINE OF SAID NE ¼ OF THE SW ¼;

THENCE S89°55'45"W 758.63 FEET ON THE NORTH LINE OF SAID NE ¼ OF THE SW ¼ TO THE NORTHEASTERLY LINE OF HIGHWAY 133;

THENCE SOUTHEASTERLY ON THE NORTHEASTERLY LINE OF HIGHWAY 133 ON THE FOLLOWING DESCRIBED SIX COURSES;

THENCE S39°31'25"E 247.60 FEET;	THENCE S50°26'29"W 76.83 FEET;	THENCE S43°58'17"E 412.54 FEET;
THENCE N50°21'46"E 38.48 FEET;	THENCE S39°38'23"E 377.30 FEET;	THENCE S12°10'03"E 10.19 FEET;

THENCE N70°51'09"E 213.17 FEET TO THE WEST LINE OF SAID LOT 1, CHERRY HILLS BUSINESS PARK REPLAT 2;

THENCE NORTH 84.86 FEET ON THE WEST LINE OF SAID LOT 1, TO THE POINT OF BEGINNING.