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AMENDED AND RESTATED

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS OF LOTS 1 AND 5 THROUGH 11, INCLUSIVE, SKYLINE COUNTRY
NORTH AND LOTS 1 THROUGH 4, INCLUSIVE, SKYLINE COUNTRY NORTH
REPLAT 1**

Gottsch Land Co., a Nebraska corporation ("Declarant"), is the record owner of certain real property legally described as Lots 1 and 5 through 11, inclusive, Skyline Country North, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska and Lots 1 through 4, inclusive, Skyline Country North Replat 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska and desires to establish certain covenants, conditions, restrictions and easements.

RECITALS

WHEREAS, Declarant has recorded a Declaration of Covenants Conditions and Restrictions of Skyline Country North Lots 1 through 11, inclusive (the "Original Declaration") on the 27th day of September, 2006 and recorded on October 10, 2006 in the Register of Deeds, Douglas County, Nebraska as Instrument No. 2006116603.

WHEREAS, Declarant desires that the Original Declaration shall be deleted in its entirety and replaced in its place and stead this Amended and Restated Declaration of Covenants Conditions, Restrictions and Easements of Lots 1 and 5 through 11, inclusive, Skyline Country North and Lots 1 through 4 inclusive, Skyline Country North Replat 1.

TERMS AND CONDITIONS

In consideration of the foregoing Preliminary Statement, incorporated herein by this reference, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby establishes the following covenants, conditions, restrictions and easements.

Section 1. Definitions.

"Business Park" shall mean Lots 1 and 5 through 11, inclusive, Skyline Country North, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska and Lots 1 through 4, inclusive, Skyline Country North Replat 1, a subdivision as surveyed, platted and recorded in

RETURN TO:
FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482
ATTN: _____

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Douglas County, Nebraska and any additional property that may be annexed and made subject to this Declaration by the Declarant or as otherwise provided herein.

“Building Area” means and includes any area of a Lot upon which a building, buildings or other structures are constructed or erected.

“Improvements” shall mean all land preparation and excavation, buildings, outbuildings, structures, underground installations, slope and grade alterations, lighting, roads, walkways, curbs, gutters, storm drains, drainageways, utilities, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, patio areas, windbreaks, plantings, planted trees and shrubs, sidewalks, poles, flags, signs, storage or display areas, loading areas, docks, water retention areas, fountains, water features, ponds, recreational facilities and all other structures, land development or landscaping improvements of every type and kind.

“Owner” shall mean any individual, partnership, joint venture, corporation, trust, unincorporated association, limited liability company, governmental agency or other business entity now or hereafter holder of record an ownership interest in fee in a portion or all of a Lot in the Business Park.

“Lots” or “Lot” shall mean any or all of Lots 1 and 5 through 11, inclusive, Skyline Country North, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska and Lots 1 through 4, inclusive, Skyline Country North Replat 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska and any additional property which is annexed and made subject to this Declaration by Declarant or as otherwise provided herein.

Section 2. **Architectural and Landscape Control for All Lots.**

(a) **Regulation of Design.** The Declarant shall establish reasonable rules, regulations, restrictions, architectural standards and design guidelines with respect to the exterior (but not the interior) of all Improvements on the Lots, which the Declarant may, from time to time, in its sole and absolute discretion, amend, repeal or augment including, without limitation, requirements for construction and installation of Improvements by Lots Owners in conjunction with the construction of a building on any Lot, the regulation of all landscaping (including, without limitation, absolute prohibition of certain types of landscaping, trees and plants) and regulation of all construction, reconstruction, exterior additions, changes or alterations to or maintenance of any building or other site improvement, including, without limitation, the exterior nature, kind, shape, height, material, color, surface texture and location thereof.

(1) **Exterior Building Materials.** The exterior building materials shall be those normally associated with quality retail and office design and construction. No metal buildings are allowed. Declarant, in its sole and absolute discretion, may limit materials and colors that may be used to promote a harmonious design within the Business Park.

(2) **Building Layout.** Buildings on Lots 1 and 5, Skyline Country North and Lots 1 through 4, inclusive, Skyline Country North Replat 1, shall be positioned such that their service areas are not facing east or west. Declarant, in its sole and absolute discretion, may waive these provisions provided there is adequate screening and or buffering of the service area.

(3) **East Building Setbacks.** In addition to all applicable zoning regulations by the authority with zoning control, Buildings on Lots 1 and 5, Skyline Country North and Lots 1 through 4, inclusive, Skyline Country North Replat 1 shall have a minimum setback of thirty (30') feet from the easterly property line.

(3) **Site Lighting.** Parking lot lighting shall be accomplished by the use of Gardo Form Ten Yoke mount fixtures on a square pole with natural anodized aluminum metal halide luminare.

(b) **Construction Restrictions.** No excavation, fill, grading or other alteration of the topography or drainage of any Lot shall be commenced and no building or other site improvement of whatever type other than improvements or alterations to the interior of an existing building shall be constructed, erected or maintained upon any Lot, nor shall there be any addition or change to the exterior appearance of any building or other site improvement, including, without limitation, the color (other than repainting with the same color of paint as previously existed) of exterior walls, entryways, overhangs, parapets, atriums and fences, except in compliance with plans and specifications therefor, which have been submitted to and approved in writing by the Declarant as set forth below. In the event that Declarant, or its successors or assigns, shall fail to approve or disapprove such building plans, specifications or site plans within thirty (30) days after they have been submitted to it, said plans, specifications or site plans shall be deemed to have not been approved.

Prior to starting excavation, fill, grading or other alteration of the topography or drainage of any Lot, the Lot Owner shall submit plans to Declarant for review and approval. Said plans shall include a site plan showing existing and proposed grades, storm drainage, and all proposed improvements; landscaping and building plans showing exterior elevations and exterior finish materials; signage plans; and such other plans or specifications required by the Declarant.

(c) **Design Review.** The Declarant may charge reasonable fees in connection with its review of plans and specifications including, but not limited to, the fees charged by architects and engineers employed by the Declarant to review such plans and specifications, and with respect to any building or other site improvement or an alteration of an existing building or other site improvement on a Lot, may require reasonable evidence of financial ability (such as a construction loan commitment or completion bond) to complete the building or other site improvement or the alteration thereof in compliance with all requirements provided for in this Declaration. The Declarant may delegate its responsibility to review plans and specifications to one or more of its members or consultants retained by the Declarant. In the event that the

Declarant fails to approve or disapprove any plans and specifications submitted to it within thirty (30) days, such plans and specifications shall be deemed to have been approved.

(d) **Standards of Review.** The Declarant shall have the right, in its sole and absolute discretion, to refuse to approve any plans and specifications which are not suitable or desirable for aesthetic or other reasons. In reviewing all plans and specifications, Declarant shall take into consideration the suitability of the proposed building or other site improvement, in light of Declarant's developmental plans for the Lots as an integrated development, the harmony of external design and location in relation to surrounding structures and topography and the effect of the Improvements as planned on the outlook from other Lots and the adjacent public ways and the terms and conditions of any Major Development Agreement entered into by the Declarant. No changes or deviations in or from such plans and specifications, once approved, shall be made without the prior written approval of the Declarant.

(e) **Development Guidelines.** In addition to the architectural and development standards set forth herein, the Declarant may, from time to time, and in its sole discretion, draft, propose, adopt and amend certain standards and regulations to be known as Development Guidelines. Such Development Guidelines, and any amendments thereto, shall supplement, interpret and implement the provisions hereof by setting forth (a) the standards and procedures for Declarant review, and (b) guidelines for Improvements which shall include, but not be limited to, guidelines for architectural design of Improvements, site plans, floor plans, setbacks and building envelopes, exterior elevations for Improvements, height limitations, landscape plans, irrigation plans, color schemes, signage, exterior lighting, finishes and materials for use in Business Park.

(f) **Variiances.** The Declarant is hereby authorized and empowered to grant variances for Improvements or uses within the Business Park prohibited or regulated by this Declaration or the Development Guidelines and further to grant reasonable requests for relief from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein.

Section 3. Compliance with Government Regulations, Etc. The Owner of any Lot shall at all times keep the Lot and Improvements and appurtenances thereto in a safe, clean, wholesome condition and comply in all respects with all government, health, welfare and policy ordinances, requirements and regulations, and any Owner will remove at its own expense any rubbish of any character whatsoever which may accumulate on said Lot, and in the event said Owner fails to comply with any or all of the aforesaid specifications and requirements, then any Owner of any Lot within the Business Park shall have the right, privilege and license to enter upon the premises and make any and all corrections or improvements that may be necessary to meet such standards, all at the sole cost and expense of the Owner in violation of said specifications and requirements.

Section 4. Outside Storage. No article of merchandise or other material shall be kept, stored, or displayed outside the confines of a walled building, unless it is screened by fences, walls or plantings so that it cannot be seen from any public way. In no event shall any part of

any Lot be used for storage or abandonment of any property that is not screened from public view.

Section 5. Parking Facilities. All vehicular parking (including customer, visitor, and employee) shall be off-street. The number of vehicular parking spaces shall be adequate for the intended use of each individual Lot, as determined in the sole and absolute discretion of the Declarant. Parking areas shall not be used for any purpose other than the parking of automotive vehicles belonging to customers, visitors and employees. In no case shall any storage, servicing, or dismantling of automobiles or other vehicles be permitted in any parking area. All parking areas shall be hard surfaced with a suitable dustless material.

Section 6. Sidewalks. Public sidewalks shall be constructed of concrete four (4') feet wide by four (4") inches thick along all public streets except for Highway 31. The sidewalks shall be placed five (5') feet back of the street curb line and shall be constructed by the then Owner of the Lot prior to the time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of any governing authority.

Section 7. No Temporary Structures. No trailer, tent, shack, garage, barn or any temporary structure that shall be moved onto any Lot or erected thereon shall be used by temporary or permanent operation of the proposed occupant's business or permitted to remain on any Lot unless and until such structure and the duration of its use on such Lot has been approved in writing by the Declarant.

Section 8. No Offensive Usages. No noxious or offensive trades, services or activities shall be conducted on any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the owner, tenant or occupant of any other Lot within the Business Park by reasons of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

Section 9. Erection of Signs. No pole, roof or off premise advertising (billboard) signs shall be allowed within the Business Park. No owner, lessee or occupant shall use any part of any Lot for the erection of signs or displays other than those directly relating to the business conducted on such Lot which includes only identifying, advertising, directional and informational signs as defined in applicable ordinances and regulations of the governing authority. No sign shall be erected on any Lot unless first approved in writing by the Declarant as required by Section 2, hereinabove set forth, which signs, at a minimum, shall be uniform and consistent in color, pattern and design. All building signs shall be individual channelized letters.

Section 10. Moving in Existing Structures. No building or other structure constructed in another area or addition may be moved onto or permitted to remain on any Lot in the Business Park.

Section 11. Maintenance of Undeveloped Areas. All areas that are not landscaped, parking lot or building area should be sodded and irrigated. That portion of each Lot which is not improved through the construction of buildings, parking facilities, and loading facilities as

hereinbefore provided shall be seeded to a cover planting which grows to a height not to exceed approximately 18 inches, and shall be attractively maintained. In no event and at no time shall any part of the land area be planted to cultivate row crops. The Owner of each Lot shall be responsible for attractively maintaining any perimeter landscaping on the Lot and any perimeter buffer area which shall be established by the Declarant. The Owner is, in accordance with existing Nebraska Statutes, responsible for maintenance of the Lot to the edge of the pavement on the abutting street or streets.

Section 12. Power and Telephone Easements. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Qwest Communications, and any company which has been granted a franchise to provide cable television system in the Business Park, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side and the rear boundary lines of the Lots; said license is granted for the use and benefit of all present and future owners of Lots in the Business Park; provided, however, that said side Lot easement is granted on the specific condition that if said utility companies fail to construct underground conduit and wires along any of said Lot lines within thirty-six (36) months of the date hereof, or if any underground conduits and wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, such side lot easement shall automatically terminate as to such unused or abandoned easement ways and provided further, the above easement is subject to the right of Developer to install or contract for the installation of lines for cable television within the above-described easement area. All telephone, cable television and electric service lines from property line to building shall be underground. A perpetual easement is granted to Metropolitan Utilities District for water distribution and Aquila, Inc. for gas distribution, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') wide strip of land abutting all streets.

Section 13. Skyline Country North Business Park Owners Association, Inc.

(a) During the period of Declarant control as set forth in Section 14 below, the Declarant, in its sole and absolute discretion, may choose to form a business association of owners of all of the Lots. Every owner of a Lot within the Business Park shall be deemed a member of the association. The Declarant specifically reserves the right to annex additional properties to the Association, which properties shall be mandatory members of the Association. The Association shall have the power to enforce, by an action at law or in equity, the provisions of this Declaration against any Lot Owner in violation thereof. After the period of Declarant control has ended the owners of at least two-thirds (2/3) of all the Lots may choose to create an Association which shall include all owners of Lots within the Business Park.

(c) Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges as hereinafter provided, as such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

(d) Association Lien for Non-Payment of Common Area Expenses.

(1) Except for the Declarant, all sums assessed by the Association but unpaid for the share of Common Area Expenses or other assessments chargeable to any Lot shall constitute a lien on such Lot superior to all other liens and encumbrances, except only for tax and special assessment liens of the Lot in favor of any assessing entity, and all sums unpaid on any Mortgage filed of record prior to the filing of the Declaration, including all unpaid obligatory sums as may be provided by such encumbrances. In the event of default in the payment of the assessment, the owner shall be obligated to pay interest at the maximum rate of interest allowable by law, on the amount of the assessment from due date thereof, together with all expenses, including attorney's fees incurred together with such late charges as provided by the By-Laws of the Association. To evidence such lien, the Board of Directors shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of accrued interest, late charges and expenses, including attorney's fees thereon, the name of the owner of the Lot and a description of the Lot. Such notice of lien shall be signed by one of the members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and shall be recorded in the Office of the Register of Deeds for Douglas County, Nebraska. Such lien shall attach and be effective from the due date of the assessment until all sums with interest and other charges thereon, shall have been fully paid.

(2) Such lien may be enforced by the foreclosure on the defaulting owner's Lots by the Association in the manner of a deed of trust or mortgage on real property upon the recording of a notice to claim thereof or by an action at law against the Owner personally obligated to pay the same. In any such proceedings, the Owner shall be required to pay the costs, expenses and attorney's fees incurred, and in the event of foreclosure, all additional costs, all expenses and reasonable attorney's fees incurred. The Owner of the Lot being foreclosed or subject to litigation shall be required to pay the Association the monthly assessment for the Lot during the period of foreclosure or litigation, and the Association shall be entitled to a receiver during foreclosure. The Association shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey and otherwise deal with the same.

(3) Any Mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid Common Area Expenses payable with respect to such Lot, and upon such

payment, such encumbrancer shall have a lien on such Lot for the amount paid of the same rank as the lien of this mortgage or encumbrance without the necessity of having to record a notice of claim of such lien. Upon request of a Mortgagee, the Association shall report to the Mortgagee of a Lot any unpaid assessments remaining unpaid for longer than thirty (30) days after the same is due; provided, however, that a Mortgagee shall have furnished to the Association notice of such encumbrance.

(4) The recorded lien may be released by recording a Release of Lien signed by one of the Members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and shall be recorded in the Office of the Register of Deeds for Douglas County, Nebraska.

(5) Notwithstanding any of the foregoing provisions, any Mortgagee who obtains a title to a Lot pursuant to the remedies set forth in its mortgage or deed of trust shall take title to the Lot free and clear of all annual assessments levied thereon prior to such transfer of title and free and clear of all liens created as a result of such assessments.

Section 14. **Amendments.** For a period of ten (15) years following the date hereof, Declarant shall have the right to amend, modify or supplement all or any portion of this Declaration from time to time by executing and recording one or more duly acknowledged Amendments in the Office of the Register of Deeds of Douglas County, Nebraska. Thereafter, this Declaration may be amended, supplemented or modified from time to time by recording one or more Amendments in the Office of the Register of Deeds of Douglas County, Nebraska duly executed and acknowledged by all owners of at least seventy-five (75%) percent of the lots subject to this Declaration.

Section 15. **Duration.** These covenants shall run with the land and shall be binding upon all present and future owners of any part thereof for a period of twenty (20) years, at which time they shall automatically be amended for successive periods of ten (10) years. If the parties hereto, or any of them, or their heirs, successors or assigns shall violate any of the covenants, conditions or restrictions herein, it shall be lawful for the Declarant or any person or persons owning any real property covered by these Protective Covenants, to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, condition or restriction, either to prevent him or them from so doing or to recover damages and other dues for such violations for both.

Section 16. **Waiver of Default.** No waiver of any default by any Owner or Declarant will be implied from the failure by any Owner or Declarant to take any action in respect of such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Declaration will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any Owner or Declarant will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights and remedies provided by this Declaration are cumulative and no right or remedy will be

exclusive of any other, or of any other right or remedy at law or in equity which any Owner or Declarant might otherwise have by virtue of a default under this Declaration; and the exercise of any right or remedy by any Owner or Declarant will not impair such Owner's or Declarant's standing to exercise any other right or remedy.

Section 17. **Severability.** If any paragraph or part thereof of this instrument shall be invalid, illegal or inoperative for any reason, the remaining parts so far as possible and reasonable shall be effective and fully operative.

Section 18. **Governing Law.** This Declaration shall be construed in accordance with the laws of the State of Nebraska.

Section 19. **Captions.** The captions of the paragraphs of this Declaration are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

Section 20. **Time.** Except as otherwise provided in this Declaration, time is of the essence.

Section 21. **Merger.** This Declaration and the easements and rights created herein shall not be subject to the doctrine of Merger.

Section 22. **Binding Effect.** The provisions of this Declaration shall be binding on the Declarant and the Owners and their respective successors, assigns, heirs, personal representatives, mortgagees, and beneficiaries under deeds of trusts.

Dated this 17 day of July 2008.

GOTTSCH LAND CO.,
a Nebraska corporation,
By: [Signature]
Brett Gottsch, President

State of Nebraska)
) ss.
County of Douglas)

On the day and year last above written before me, the undersigned, a Notary Public in and for said State and County, personally came Brett Gottsch, President of Gottsch Land Co., a Nebraska corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed on behalf of said corporation.

[Signature]
Notary Public

