

DECLARATION OF PROTECTIVE COVENANTS

The undersigned hereby proposes to develop Empire Park as a mixed use business park complex of retail, office, showroom, office and warehouse, sales and service and distribution facilities. The goal is to develop a well shrubbed, high architectural quality project designed and controlled for long term values. The undersigned, being the owners of all of the property herein-after described, to-wit:

Lot Eight (8), Lots Eleven (11) through Thirty-Four (34), except the South one hundred thirty-eight (138) feet of Lot Seventeen (17) and except Lots Twenty-One (21), Twenty-Two (22), Twenty-Five (25) through Twenty-Nine (29) and Thirty-One (31), EMPIRE PARK, as surveyed, platted and recorded in Douglas County, Nebraska; and except Lot 30, Empire Park; and Lots Forty-One (41) through Fifty-Four (54), except Lots Forty-Three (43), Forty-Five (45) and Forty-Six (46), EMPIRE PARK 2ND PLATTING, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded; and

81-255

81-275

88-333

Lot Two (2), Lots Four (4) through Sixty-Seven (67), except Lots Twenty-One (21) through Twenty-Four (24), Thirty-Five (35), Thirty-Six (36), Forty-Seven (47) and Forty-Eight (48), EMPIRE PARK REPLAT II, as surveyed, platted and recorded in Douglas County, Nebraska.

(hereinafter referred to as the "Property") does hereby make, declare and publish the following covenants with respect to property owned by the undersigned, which covenants are to run with the land and shall be binding upon all present or future owners of all or part of the Property until January 15, 2020.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

1. No improvements shall be constructed or reconstructed, built or rebuilt, on any of the premises until final plans and specifications for said construction have been approved by the undersigned or a person or entity specifically delegated in writing by the undersigned to perform such approval function as set forth in these covenants. The plans and specifications shall contain in detail at least each of the following items: A complete plot plan; a grading and surface drainage plan; a detail of all exterior elevations of the buildings showing all building materials to be used in completion of said construction; a detailed landscaping plan including a plan for an underground sprinkler system; a sidewalk and paving plan, showing all drives, and parking lot with curb and striping for individual parking spaces. Construction and erection of improvements shall be in complete accordance with said plan.

2. No building shall be erected or placed on any building plot nearer than twenty-five (25) feet to any abutting street right-of-way line or nearer than five (5) feet from any side yard or nearer than ten (10) feet from the rear lot line.

By JoAnn Abboud
22-20-54

This Agreement entered & approved for Trustees Signature

3. Except as hereinafter provided herein, the applicable zoning regulations of the City of Omaha, Nebraska, shall govern the height, side yard, rear yard and building set-back requirements and also the permitted use of the premises.

4. One hundred percent (100%) of the exterior walls (exclusive of door and window openings) of all buildings erected on all lots of said Park must be constructed or faced with brick, decorative concrete block, decorative concrete panels, or other materials approved in writing by the undersigned or approved by a person or entity specifically delegated in writing by the undersigned to perform said approval function as set forth in these covenants.

5. Unless otherwise approved pursuant to Paragraph 1 hereof, that portion of each built-upon lot lying between any lot line abutting any street and the extended line of the building closest to the curb line shall be either (a) planted and maintained in grass and shrubbery as a lawn area, with or without a flag pole; or (b) shall be surfaced with walks, driveways, or parking area constructed of asphalt or concrete, except, however, if the building is located less than forty-five (45) feet back from the lot line, then there shall be no parking between the building and the lot line. Said front yard area must be fully improved with one of the foregoing choices or a combination of any of the above choices within sixty (60) days after completion of the exterior of the first building upon such lot.

6. Unless approved pursuant to Paragraph 1 hereof, no articles of merchandise or other material shall be kept, stored or displayed outside the confines of the walled building erected on the premises.

7. Each owner, tenant or occupant of any building site shall keep said building site and the building, improvements and appurtenances thereon in a safe, clean, neat, wholesome condition, and shall comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements. Each such owner, tenant or occupant shall remove, at its own expense, any rubbish or trash of any character which may accumulate on its building site and shall keep unlandscaped areas maintained. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers and all such waste shall be stored and shall be enclosed by a solid wall. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burning in open fires.

8. No trailer, tent, shack, garage, barn or any temporary structure that shall be moved onto the premises or erected thereon shall be used for temporary or permanent operation of the proposed occupant's business or permitted to remain on the premises unless and until such structure and the duration of its use on the premises has been approved in writing by the undersigned or by the delegate of the undersigned appointed as set forth in Paragraph 1 hereof.

9. No noxious or offensive trades, services or activities shall be conducted on any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the owner, tenant or occupant of other building sites within the Empire Park area by reason of unsightliness or the emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

10. The uses to which said Property shall be put shall comply with the following limitations of external effects:

(a) Every use shall be operated entirely within a completely enclosed structure unless specifically exempted in these covenants.

By JoAnn Abboud
 8-20-84
 This Agreement initialed & approved for Trustees' signature

(b) Every use shall be so operated that the ground vibration inherently and recurrently generated is not perceptible, without instruments, at any point of any boundary line of the lot on which the use is located.

(c) Every use shall be so operated that the volume of sound inherently and recurrently generated does not exceed seventy decibels at any point of any boundary line of the lot on which the use is located.

(d) Every use shall be so operated that it does not emit an obnoxious or dangerous degree of heat, glare, radiation or fumes beyond any boundary line of the lot on which the use is located.

11. No loading dock shall be erected on any building site abutting any streets, unless the front of such loading platform or dock shall be set back at least seventy (70) feet from all abutting street right-of-way lines.

12. All exterior walls, other than those built of brick or prefinished aggregate panels, must be finished with some preservative such as paint, varnish, plastic or other finish approved in writing by the undersigned or by the delegate of the undersigned appointed as set forth in Paragraph 1 hereof; said finish must be applied within thirty (30) days after the erection of the wall.

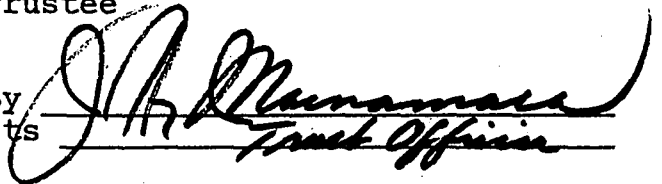
13. No parking is allowed on the street or in the dedicated street right-of-way area between the curblineline and the property line. This area shall be improved with grass and landscaping (trees and/or low pfitzer plants) except where intersected by driveways and sidewalks intersecting the property perpendicular to the street. The exact location of the sidewalks, driveways and grass and the other landscaping must be detailed on plans and specifications submitted to the developer prior to construction.

14. No owner, lessee, or occupant shall use any part of the premises for erection of signs, billboards or displays other than those directly advertising the business conducted on such premises. No flashing signs or lights, revolving beacons, strobe lights or other mechanisms shall be permitted. No signs shall be erected or maintained on the roof of any building located on the premises. Written approval of the undersigned or of the person or entity delegated as set forth in Paragraph 1 hereof, is required prior to the erection of any sign not attached to a building.

15. The undersigned shall be authorized in its discretion to make such written exceptions to, modifications of, or termination of these Protective Covenants as circumstances or special situations may, in the sole discretion of the undersigned, warrant.

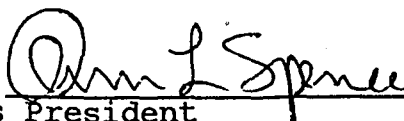
FIRST NATIONAL BANK OF OMAHA,
Trustee

By
Its


Trust Officer

SPENCE TITLE SERVICES, INC. TRUSTEE

By
Its


President

This Agreement entered & approved for Trustees' signature By JoAnn Abboud

