

After recording return to:
Seacrest & Kalkowski, PC, LLO
1111 Lincoln Mall, Suite 350
Lincoln, NE 68508

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
SOUTH 13TH COMMERCIAL CENTER**

THIS DECLARATION is made and entered into as of this 11th day of October, 2012, by **JTS Enterprises, LLC**, a Nebraska limited liability company, hereinafter referred to collectively as the "Declarant".

ARTICLE I
DEFINITIONS

Unless defined elsewhere in this Declaration, the following terms are defined below:

"**Association**" shall mean and refer to South 13th Commercial Center Association, a Nebraska nonprofit corporation, which shall be established by the Declarant for the purpose of enforcing and maintaining compliance with this Declaration.

"**Center Sign**" shall mean the monument sign located in the northeast corner of Lot 2, Horizon Business Center 3rd Addition, as shown on Exhibit "A", which is attached hereto and incorporated herein by this reference.

"**Common Area**" shall include the Common Drive, the parking lot lighting, Green Area, Trash Dumpster and Center Sign, all located upon the Property.

"**Common Drive**" shall mean the drive located on the 25 feet public access easement shown on the Horizon Business Center 3rd Addition Final Plat serving the Property, the parking lot lighting, Green Area, and Center Sign located upon the Property.

"**Declarant**" shall mean JTS Enterprises, LLC, a Nebraska limited liability company, and any successors in interest.

"**Green Area**" shall mean the all of the Property except that portion on which any building, improvement, parking lot, sidewalk, or driveway is located.

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“Lot” or “Lots” shall mean all buildable Lots now or hereafter located on the Property, defined below, which are shown on any final plat of all or any portion of the Property that has been filed with the Lancaster County Register of Deeds.

“Lot Owner” shall mean the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of any obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgage). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the “Lot Owner” for purposes of this Declaration.

“Member” shall mean those Lot Owners entitled to vote on matters pertaining to the business of the Association.

“Property” shall mean the real property legally described as Lots 1, 2 and 3, Horizon Business Center 3rd Addition, Lincoln, Lancaster County, Nebraska.

“Trash Dumpster” shall mean the trash dumpster located in the southwest corner of Lot 2 as shown on Exhibit “A”.

ARTICLE II
DECLARATION

In order to provide for the preservation of the values and amenities of the Lots as well as for the maintenance of the character and integrity of the Lots as a commercial center, the Declarant, owner of the Property, hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the restrictions, covenants, conditions and easements contained in this Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the Lot Owners and users of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof. The Lots are, and each Lot is and shall be subject to all and each of the following conditions and other terms.

ARTICLE III
COVENANTS, CONDITIONS AND RESTRICTIONS

1. Lot Owner Maintenance. Each Lot Owner covenants to maintain the improvements, sidewalks, landscaping, and parking lot located on their Lot in a neat and attractive manner. The Green Area located upon each Lot shall be maintained by the Association.

2. Signs. Declarant has installed the Center Sign which has space available for each Lot. Each Lot shall be entitled to utilize the following amount of the Center Sign face:

- (a) Lot 1 - twenty-five percent (25%)
- (b) Lot 2 -- fifty percent (50%)
- (c) Lot 3 -- twenty-five percent (25%)

3. Refuse Removal. The Association shall be responsible for providing trash removal services for Lots 1 and 3, Horizon Business Center 3rd Addition, and all costs associated therewith shall be split equally between the two Lots. The Lot Owners of Lots 1 and 3, Horizon Business Center 3rd Addition, shall utilize the Trash Dumpster. The Lot Owner of Lot 2, Horizon Business Center 3rd Addition, shall be responsible for all trash removal services for Lot 2, and shall have no right to use the Trash Dumpster.

ARTICLE IV SOUTH 13TH COMMERCIAL CENTER ASSOCIATION

1. The Association. Declarant shall cause the incorporation of the Association. The Association shall have as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the owners and tenants of the Property. The Common Area shall be subject to the control and management of the Association through its Board of Directors. The Association shall have the right from time to time to establish, revoke, modify and enforce reasonable rules and regulations with respect to all or any part of the Common Area.

2. Maintenance of Common Area. The Association covenants and each Member of the Association, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to administer, maintain and improve the Common Area, which covenants by the Members shall be satisfied by the payment of annual and special assessments for such administration, maintenance and improvement of the Common Area. In the event the Association dissolves, the Lot Owners shall remain jointly and severably liable for the cost of maintenance of the Common Area. The covenant to maintain the Common Area shall include insuring the Common Area against public liability and property damage, including, at the sole option of the Association, the addition of the Lot Owner of any Lot upon which a portion of the Common Area may be located as an additional insured. Such insurance shall be in commercially reasonable amounts. Annual and special assessments shall be based upon the Assessment Units allocated to the Lots within the Property as provided for elsewhere herein. Each assessment shall be the personal obligation of the Member who is, or was, the Lot Owner of the Lot assessed at the time of the assessment. If not paid when due, assessments shall bear interest at the rate of sixteen percent (16%) per annum and, when shown of record, shall be a lien upon the Lot.

3. Costs of Administration, Maintenance or Improvement of Common Area. All costs of administration, maintenance or improvement of the Common Area shall mean the total cost and expense incurred by the Association in operating, maintaining, repairing, and replacing any open space, facility, utility, and improvement within the Common Area, including, without limitation, the cost of maintaining and resurfacing roads, line painting, lighting, maintenance of utility lines, snow and ice removal, mowing, watering, drainage, removal of rubbish and other

refuse, public liability and property damage insurance premiums, repairs, reserves for capital replacements, depreciation on equipment and machinery used in such maintenance, cost of postage, photocopies, telephone and fax charges, or other expenses and personnel required to provide such services and management, together with a reasonable charge for overhead not to exceed ten percent (10%) of the foregoing (excluding taxes and insurance), or amounts paid to independent contractors for any or all of such services.

The Association shall keep accurate records of the costs associated with the administration, maintenance and improvement of the Common Area for the purpose of making assessments as provided by this Declaration.

4. Assessments. The Board of Directors of the Association shall fix the annual assessments. The Members shall pay assessments to the Association as billed. Each Member's assessment shall be determined on an annual basis for each fiscal year, prorating fractional years. An estimate of the Association's cost for administration, maintenance and improvement of the Common Area shall be made annually. The Association may elect to bill each Member for their estimated assessment annually or biannually. Each Member shall pay their estimated assessment in advance within thirty (30) days of the date of the billing statement from the Association which shall be the due date. The Bylaws of the Association shall detail more specifically the assessment procedure.

5. Liens and Personal Obligations for Dues and Assessments. The assessments, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Lot Owner at the time when the assessments first become due and payable. The assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Lot Owner at the time the dues and assessments become delinquent unless such assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

6. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment which is not paid when due shall be delinquent. Delinquent assessments shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Lot Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of a Lot Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

7. Subordination of the Lien to Mortgagee. The lien of any annual or special assessment shall, until shown of record, be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

8. Membership in Association - Voting Rights. Every Lot Owner, whether one or more persons or entities, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of each Lot and ownership of such Lot shall be the sole qualification for membership. The Association shall have one class of Members. All Lot Owners shall be entitled to one (1) vote for each Assessment Unit allocated to each Lot owned. When more than one (1) person holds an interest in a given Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they may determine among themselves; however, the number of votes for any Lot shall never exceed the number of Assessment Units allowed to that Lot.

9. Allocation of Assessment Units. Assessment Units are allocated to the Lots within the Property as follows:

- (a) Lot 1, Horizon Business Center 3rd Addition – 10 Assessment Units
- (b) Lot 2, Horizon Business Center 3rd Addition – 10 Assessment Units
- (c) Lot 3, Horizon Business Center 3rd Addition – 10 Assessment Units

In the event a Lot is further subdivided, the Assessment Units for such Lot shall be apportioned among the newly platted lots. Upon completion of any such subdivision of a Lot, written notice of the new apportionment of the Lot's Assessment Units shall be given to the Association for record keeping purposes.

10. Easements to Common Area. Declarant does hereby establish, give, grant, and convey to the Association and to each of its Members for their mutual benefit and the benefit of their respective successors, heirs, assigns, tenants, customers, officers, employees, and invitees, the following easements and the benefits and corresponding burdens shall be appurtenant to and run with the Property:

(a) Perpetual nonexclusive easement upon and across the Common Drive for the purpose of allowing vehicular ingress and egress access to and from each Lot within the Property.

(b) Perpetual nonexclusive easements as may be necessary to install, maintain, repair, reconstruct or replace underground utilities serving any portion of the Property over and across any such portion of the Property that is not within the building areas on the Property; provided, that such easements shall (i) be only for the most direct route or smallest space reasonably feasible and in conformity with applicable codes and regulations, and (ii) be limited to areas or routes so as not to interfere with the operation of permitted activities in the areas in or adjacent to such easement, and (iii) permit reasonable maintenance, repair,

reconstruction and replacement in such a manner as to not interfere with the use of areas adjacent to such easement, and (iv) shall be subject to the titleholder of the benefited property being responsible for payment of any construction, maintenance, repair, reconstruction or replacement costs related to same, and (v) shall be to the extent and duration necessary to assure the benefited property to be in compliance with applicable codes and laws, and to provide a reasonable and beneficial use to the benefited property for the required purposes.

(c) Perpetual and nonexclusive right and easement to reconstruct, repair, maintain, operate and replace the Center Sign located on the northeast corner of Lot 2, Horizon Business Center 3rd Addition, as shown on Exhibit "A".

(d) Perpetual and nonexclusive right and easement to locate and maintain the Trash Dumpster on the southwest corner of Lot 2, Horizon Business Center 3rd Addition, as shown on Exhibit "A".

(e) Perpetual nonexclusive access easement upon and across the south twenty (20) feet of Lot 2, Horizon Business Center 3rd Addition, for the purpose of operating as a driving aisle allowing vehicular access to and from Lot 1, Horizon Business Center 3rd Addition.

The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Lot Owner thereof, to enter upon any such Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

ARTICLE V GENERAL PROVISIONS

1. Amendments. This Declaration shall run with the land and shall be binding, upon and enforceable by the Declarant, the Association, and all persons claiming under the Declarant. This Declaration may only be terminated or modified, in writing, by the unanimous consent of all of the Lot Owners.

2. Enforcement. Declarant, the Association, or any Lot Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association or by any Lot Owner to enforce any covenant, restriction, condition, easement, reservation, lien or other charge herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. Severability. Invalidation of any one of these covenants, restrictions, conditions, easements or reservations by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

"DECLARANT"

JTS Enterprises, LLC, a Nebraska limited liability company

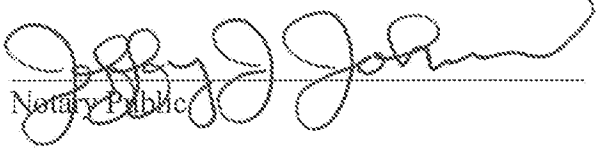
By: Diversified Holding Company, LP, a Nebraska limited partnership, Member

By: Developments Diversified, LLC, a Nebraska limited liability company, General Partner

By: 
Thomas G. Schleich, Member

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 11 day of Oct, 2012 by Thomas G. Schleich, Member of Developments Diversified, LLC, a Nebraska limited liability company, General Partner of Diversified Holding Company, LP, a Nebraska limited partnership, Member of **JTS Enterprises, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.


Notary Public

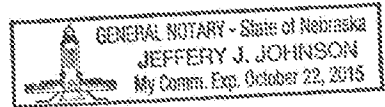


EXHIBIT "A"

