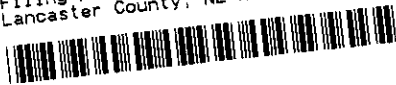


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**RESTRICTIVE COVENANTS**  
**(Pioneer Business Park)**

The undersigned (Owner) is the titleholder of record of the following-described real estate:

Lots 1-7, Block1; and Lots 2-7, Block 2, Pioneer Business Park , Lincoln, Lancaster County, Nebraska; and

Lots 1-8, Block1; and Lots 1-2, Block 2, Pioneer Business Park 1<sup>st</sup> Addition, Lincoln, Lancaster County, Nebraska individually referred to as "Lot" and collectively referred to as "Properties" or "Business Park".

Pioneer Business Park Association ("Association") will be incorporated in Nebraska for the purposes of enforcing the Restrictive Covenants established upon the Properties administering and maintaining the Commons and providing services to its Members.

These Restrictive Covenants are established within and upon the Business Park.

1. USE: No Lot within the Properties shall be used other than for commercial purposes.
2. COMPLETION OF CONSTRUCTION: Any building placed or constructed upon any Lot within the Properties shall be completed within 12 months after the commencement of construction.
3. APPROVAL OF PLANS: Owner or its assignees shall have the exclusive right to establish grades and slopes for any Lot within the Properties and to fix the grade at which any building or other improvement shall be placed or constructed upon any Lot, in conformity with the general plan for the development of the Properties. Plans for any building or other improvement to be placed, constructed or remodeled upon any Lot within the Properties shall be submitted to Owner and shall show the design, size, and exterior material for the building or improvement and the plot plan for the Lot. One set of plans shall be left on permanent file with the Owner or Association. Grading of the Lot or construction, placement or remodeling of any building or improvement shall not be commenced unless written approval of the plans has been secured from the Owner. Written approval or disapproval of the plans shall be given by the Owner within 30 days of receipt of the plans. In the event Owner fails to provide the approval or disapproval within 30 days, the plans shall be deemed to be approved. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. The Owner shall have the exclusive right to disapprove the plans, if in the Owner's opinion, the plans do not conform to the general standard of development in the Properties. The rights and duties of the Owner under this paragraph, except as to Lots of which the Owner is the titleholder, may be assigned by the Owner in writing to the Association at any time. The Owner or

the Association may charge reasonable fees in connection with the review including fees charged by engineers or architects or others employed by Owner to review the plans.

4. STANDARDS FOR BUILDINGS AND OTHER IMPROVEMENTS. The following standards of development shall guide the Owner in the review of any plans for buildings and other improvements submitted for approval within the Business Park. Any standards which may be applied shall not be relied upon, interpreted or applied as absolute requirements for plan approval. The Owner shall have the right, in its sole and absolute discretion, to modify the application and interpretation of any standards when exercising its plan approval authority including the right to reduce, increase or otherwise explicitly modify any established standards within the Properties. The Owner may establish and periodically publish reasonable standards and design guidelines with respect to all buildings and other improvements on any Lot within the Properties ("Standards"). The Standards, if created, may be amended, repealed, or supplemented at any time by the Owner in its sole and absolute discretion.

5. GOVERNMENTAL REQUIREMENTS: All buildings and other improvements within the Properties shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks and street trees shall be installed during the construction of any building as required by the City of Lincoln, Nebraska. The titleholder of any Lot shall at all times keep the Lot, buildings and other improvements in a safe, clean, wholesome condition and comply in all respects with all government, health, fire and public ordinances, requirements and regulations. In the event any titleholder fails to comply with these requirements, then the Association may after 10 days written notice, enter upon the Lot and make any and all corrections or improvements that may be necessary to meet such standards, all at the sole expense of the noncompliant titleholder of the Lot.

6. OUTSIDE STORAGE. No article of merchandise or other material shall be kept, stored, or displayed outside a 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.

7. PARKING FACILITIES. All vehicular parking (including customer, visitor and employee) shall be off-street. 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, or loading or unloading operations be permitted in any parking area. All parking areas shall be hard surfaced with a suitable dustless material.

8. TEMPORARY STRUCTURES: No partially completed temporary building and no trailer, tent, shack, or garage on any Lot within the Properties shall be used as a permanent place of business or used for a temporary business location except during construction of a permanent business building.

9. NUISANCE: No noxious or offensive activity shall be conducted or permitted upon any Lot within the Properties, nor anything which is or may become an annoyance or nuisance to the Business Park or which endangers the health or unreasonably disturbs the ability of the occupants of an adjoining Lot to conduct its business.

10. PIONEER BUSINESS PARK ASSOCIATION: Every person or entity who owns a Lot within the Properties shall be a member of the Association. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

11. MANAGING AGENT. The Owner or the Association may contract for the performance of any of the Association's rights, obligations or responsibilities with any entity or individual ("Managing Agent"). The Managing Agent shall exercise such authority which may be granted by the Owner or Association. The fee charged by the Managing Agent shall be a common expense of the members.

12. MEMBERSHIP: The Association shall have two classes of membership:

Class A membership shall include all members of the Association except the Owner and any successor in interest. Each Class A member of the Association shall be entitled to all the rights of membership and to one vote per acre of area of the Lot or Lot(s) owned by the member.

Class B membership shall include only the Owner and any successor in interest. The Class B member shall be entitled to five times the votes which it would qualify for as a Class A member. However, the Class B membership shall be converted to Class A membership when the total number of votes entitled to be cast by Class A members equals the total number of votes entitled to be cast by the Class B member.

Any Class A member in default of payment of any assessments provided for in these Covenants shall forfeit any voting privileges until the default is cured.

13. GENERAL MAINTENANCE OBLIGATIONS. Each member of the Association shall be responsible for the proper storage and disposal of all construction debris and materials associated with the construction of any improvements upon their Lot. Lots shall be periodically mowed and loose debris and materials picked up and properly stored to prevent them from being spread and blown throughout the Properties. Each member shall be responsible for the enforcement and monitoring of these obligations for all contractors and suppliers performing work upon their Lot. The Owner and Association shall have the right to develop, prepare, publish and enforce specific maintenance obligations relating to the appearance and upkeep of the buildings and improvements on any Lot provided these obligations are enforced uniformly upon all Lots within the Properties.

14. FAILURE TO MAINTAIN. In the event any member fails or refuses to perform its general maintenance obligations, the Owner or Association after seven (7) days notice to the member in default, may perform the required work or maintenance. The actual cost of performing the work or maintenance together with a 10% administrative fee shall be the personal obligation of the member who is or was the owner of the Lot failing to perform their maintenance obligations, shall bear interest at the rate of 14% per annum and shall be a lien upon the Lot assessed.

15. ASSOCIATION RESPONSIBILITIES: The Association shall provide such services to its members as they may determine.

16. LIEN OF DUES AND ASSESSMENTS: The lien of any dues or special assessment shall, until shown of record, be subordinate to the lien of any mortgage placed upon the Lot against which the assessment is levied.

17. ANNUAL ASSESSMENTS AND LIENS: Annual dues and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Association. Annual dues and special assessments shall be assessed against the members on a pro rata basis determined by the acreage of the Lots. Any special assessment for capital improvements may be rejected at any time within 30 days of the notice of the levy by the vote of a majority of each class of members affected and entitled to vote, at a regular meeting of the members or at a special meeting of the members, if notice of a special assessment is contained in the notice of the special meeting.

The members shall pay annual dues and special assessments to the Association or Managing Agent as billed. Each member's dues shall be determined on an annual basis for each fiscal year, prorating a fractional year which may occur by issuance of a building permit. The initial annual dues are established at \_\_\_\_\_. Changes in the amount of future annual dues shall be based upon an estimate of the Association's costs for administration, maintenance and improvement of the Commons and each member shall pay the annual dues so established in advance. At the end of each fiscal year, a statement of the total year's Common's operating costs may be presented to the members of the Association and the members shall pay any excess charge to the Association within thirty (30) days of the statement.

- a. Budgets. The Association or Managing Agent shall prepare, approve and make available to each member a pro forma operating statement (budget) containing: (1) estimated revenue and expenses on an accrual basis; (2) the amount of any cash reserves of the Association currently available for replacement or major repair of the Commons and for contingencies; (3) an itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to, major components of the Commons; and (4) a general statement setting forth the procedures used by the Association in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Commons.
- b. Additional Charges: In addition to any amounts due or any other relief or remedy obtained against a member who is delinquent in the payment of any dues or assessments, each member agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Association or Managing Agent may incur or levy in the process of collecting from each member monies due and delinquent. All Additional Charges shall be included in any judgment in any action brought to enforce collection of delinquent dues or assessments. Additional Charges shall include, but not be limited to, the following:
  - i. Attorney's Fees: Reasonable attorney's fees and costs incurred in the event an attorney(s) is employed to collect any dues, assessment or sum due, whether by suit or otherwise;
  - ii. Late Charges: A late charge in an amount to be fixed by the Association to compensate the Association for additional collection costs incurred in the event any dues, assessment or other sum is not paid when due or within any "grace" period. The late charge shall not exceed ten percent (10%) of the delinquent assessment or twenty dollars (\$20), whichever is greater.

- iii. Costs of Suit: Costs of suit and court costs incurred as allowed by the court;
  - iv. Filing Fees: Costs of filing notice of lien in the Office of the Register of Deeds;
  - v. Interest: Interest on all dues and assessments at the rate of 14% per annum, commencing thirty (30) days after the assessment becomes due; and
  - vi. Other: Any other costs that the Association may incur in the process of collecting delinquent dues and assessments.
- c. Lien. The dues and assessments shall be the personal obligation of the member who is the owner of the Lot assessed at the time of the assessment and when shown of record shall be a lien upon the Lot assessed.
- d. Fines. The Association may create a schedule of fines for violation of Association rules and regulations which fine shall be treated and billed as a special assessment to the offending member's Lot.

18. ADDITIONS: The Owner may add additional contiguous or adjacent real estate to the Properties, at any time, without the consent of the members of the Association. Additions shall be made by the execution and recordation of Restrictive Covenants upon the additional real estate, making the addition subject to these Restrictive Covenants.

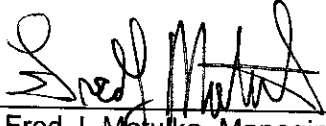
19. AMENDMENTS: These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner. These Restrictive Covenants may be terminated or modified, in writing, by the titleholders of two-thirds of the Lots within the Properties, at any time or by the Owner at any time within five (5) years of the date of these Covenants are recorded provided Owner is the titleholder of not less than one-half of the Lots within the Properties.

20. ENFORCEMENT: The enforcement of these Restrictive Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation, or to recover damages and, by the Association or Owner, may be to enforce any lien or obligation created hereby.

21. SEVERABILITY: The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

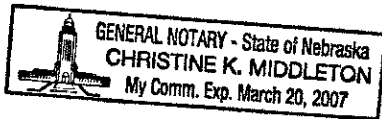
DECEMBER  
Dated: ~~October~~ 7, 2005.

PIONEERS BUSINESS PARK, L.L.C.  
By: HAMPTON, L.L.C.

By:   
Fred J. Matulka, Managing Member

STATE OF NEBRASKA       )  
                                      ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> <sup>DECEMBER</sup> ~~October~~, 2005 by Fred J. Matulka, Managing Member of Hampton, L.L.C., a Nebraska Limited liability company, on behalf of the limited liability company as the Managing Member of Pioneers Business Park, LLC, a Nebraska limited liability company.



Christine K. Middleton  
Notary Public

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