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**DECLARATION OF COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS FOR
 27TH & YANKEE HILL ROAD COMMERCIAL CENTER**

THIS DECLARATION is made and entered into as of this 23 day of June, 2004, by **Ridge Development Company**, a Nebraska corporation and **Southview, Inc.**, a Nebraska corporation, hereinafter referred to collectively as the "Declarant".

**ARTICLE I
DEFINITIONS**

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

"Assessment Units" shall mean those units assigned to each Lot based upon the building area of each Lot as set out in the Use/Special Permit, defined below, or after the issuance of an occupancy permit as to each building.

"Association" shall mean and refer to 27th & Yankee Hill Road 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.

"City" shall mean and refer to the City of Lincoln, Nebraska, a political subdivision.

"Common Area" shall include Outlot A, Pine Lake Heights South 9th Addition, Lincoln, Lancaster County, Nebraska, all sidewalks constructed along Jamie Lane, Williamson Drive, Yankee Hill Road, South 27th Street, Grainger Parkway and South 30th Street, and all private roadways, common entrance and exit ways, drainage ways, common utilities and Green Area which are now or may hereafter be located or constructed upon the Property.

"Declarant" shall collectively mean Ridge Development Company, a Nebraska corporation and Southview, Inc., a Nebraska corporation, and any successors in interest.

"Green Area" shall mean that portion of the Property on which the front yard setback along Yankee Hill Road, South 27th Street, Grainger Parkway and South 30th Street is located.

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“Improvement” shall mean any building or other temporary or permanent exterior improvement, including, but not limited to, advertising devices, lighting, fences, landscaping, trees, and exterior remodeling, reconstruction, alterations or additions thereto.

“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.

“North Property” shall mean the real property legally described as Lot 1, Pine Lake Heights South 9th Addition, Lincoln, Lancaster County, Nebraska.

“Property” shall collectively refer to the North Property, South Property and Common Area.

“South Property” shall mean the real property legally described as Lots 2 through 7, Pine Lake Heights South 9th Addition, Lincoln, Lancaster County, Nebraska.

“Use/Special Permit” shall refer collectively to City of Lincoln, Nebraska, Use Permit No. 134A which covers that portion of the Property zoned O-3 Office Park District and Special Permit No. 2022 for Planned Service Commercial which covers that portion of the Property zoned H-4 General Commercial District, as the same may be amended, modified or altered with respect to the Property.

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. Use. No Lot shall be used other than as designated under the Use/Special Permit.

2. Approval of Plans. No Improvement shall be constructed, erected, placed or permitted to remain on any Lot, or grading or excavation for any Improvement be commenced on any Lot, except for Improvements which have been approved by Declarant as set forth herein. A Lot Owner desiring to erect an Improvement on any Lot shall deliver two sets of construction plans and plot plans to Declarant (herein collectively referred to as the "Plans"). Such Plans shall show the design, size and exterior material for such Improvement and the plot plan for the Lot. Such Plans shall also include erosion control measures which will contain erosion of soil on the Lot during construction. One set of the approved Plans shall be left on permanent file with the Declarant. Construction of the Improvement shall not be commenced unless written approval of the Plans has been secured from the Declarant. Written approval or disapproval of the Plans shall be given by the Declarant within thirty (30) days after the receipt thereof. The Declarant shall have the exclusive right to disapprove the Plans, if in the Declarant's opinion, the Plans do not conform to the general standard of development in the Property. Upon disapproval, a written statement of the grounds for disapproval shall be provided.

3. Plan Approval Standards - Design Guidelines. The minimum standards to be applied in the review of Plans for all Improvements constructed, remodeled or reconstructed within the Property are established in the Design Guidelines adopted by the Declarant, which are attached hereto as Exhibit "A" and incorporated herein by this reference. Declarant reserves the right on behalf of itself, its successors and assigns, and the Association, to revise and amend the Design Guidelines; provided that any such revision or amendment shall not result in a reduction of the quality of the commercial center. Temporary construction office/trailers and temporary equipment storage structures shall not be subject to the Design Guidelines.

4. Completion of Construction. Any Improvement placed or constructed upon any Lot within the Property shall be completed within two (2) years after the commencement of construction. In the event a building permit has not been issued by the City of Lincoln and construction has not been commenced within three (3) years if the Lot has less than 15,000 square feet of buildable area, or within four (4) years if the Lot has 15,000 square feet or more of buildable area, from the date title to the Lot is transferred by the Declarant, the Declarant, its successors or assigns, shall have the option to repurchase the Lot for the amount paid to the Declarant for the Lot. Declarant shall exercise the option by sending written notice to the then title holder of the Lot within one hundred eighty (180) days of the expiration of the above time frame or this option shall be considered waived by the Declarant as to the subject Lot. All Improvements within the Property shall be constructed in conformity with the applicable zoning and building codes of the City of Lincoln, Nebraska.

5. Landscape Plans. Declarant shall prepare and implement a landscape plan for the Green Area. No Lot Owner shall be entitled to plant any landscaping material on their Lot

without first obtaining the approval of the Declarant, as set forth in Paragraph 2 above. In addition, no Lot Owner shall be entitled to plant any landscaping material within the Green Area without first obtaining the approval of the Declarant, which approval is in the sole discretion of the Declarant and may be withheld for any reason.

6. Erosion Control. The adequacy of erosion control measures on a Lot shall be subject to continual review during construction. Declarant shall have the right to require any Lot Owner to maintain silt fences or other additional measures if soil is observed to be eroding onto any abutting Lot, sidewalk, street, or Common Area. In the event a Property Owner fails to adequately control erosion during construction, the Declarant shall provide the Lot Owner with written notice to implement measures to control erosion occurring on the Lot. In the event the Lot Owner fails to implement measures to control the erosion within ten (10) days from the date of the notice, Declarant may enter upon the Lot and contract for the services necessary to control the erosion and bring the Lot into compliance with this section and charge the actual costs plus a ten percent (10%) administrative fee to the Lot Owner. The Lot Owner shall remit payment for such charges within ten (10) days of billing. Upon failure of the Lot Owner to remit payment, the charges shall be specifically assessed against the Lot, shall bear interest at the rate provided for unpaid assessments, and shall be a lien upon the Lot.

7. Grading. The Declarant shall have the sole and exclusive right to establish grades and slopes of all Lots within the Property and to fix the grade upon which any Improvement shall be placed or constructed upon any Lot, in conformity with the general plan for the development of the Property. Once such grades, slopes and/or contours have been established by the Declarant, they shall not be changed in connection with the construction of any Improvement on a Lot without written permission from the Declarant, but in no event will any such Lot be graded or sloped so as to change the flow of surface waters to or from adjoining Lots.

8. Lot Owner Maintenance. Each Lot Owner covenants to maintain the Improvements, internal sidewalks, landscaping, parking lot and driveways (not common roadways) located on their Lot in a neat and attractive manner. The Declarant may adopt from time to time minimum maintenance standards to establish the minimum acceptable standards for this covenant to maintain. In the event a Lot Owner fails to maintain any Improvement, internal sidewalk, landscaping, parking lot or driveway located on their Lot according to the maintenance standards, the Declarant may, upon ten (10) days' written notice to the Lot Owner have the right to enter upon any Lot, at reasonable times, to perform such maintenance. The written notice shall specify the required maintenance and the time in which it must be completed. The actual cost of the maintenance, plus a ten percent (10%) administrative fee, shall be paid by the Lot Owner within ten (10) days of billing. Upon failure of the Lot Owner to remit payment, the cost of maintenance and administrative fees shall be specifically assessed against the Lot upon which the Improvement is located, shall bear interest at the rate provided for unpaid assessments and, when shown of record, shall be a lien upon the Lot.

9. Maintenance of Screens. The Lot Owner of each Lot within the Property shall be required to implement screening of various items in accordance with the approved Plans. The Lot Owner of each Lot upon which a screen is installed in accordance with the Plans shall be

deemed to covenant to maintain the screen. In the event a Lot Owner fails to comply with this requirement, the Declarant shall provide the Lot Owner with written notice to maintain the screen. If the Lot Owner fails to maintain the screen within ten (10) days from the date of the notice, the Declarant may contract for the services reasonably necessary to maintain the screen and to bring the Lot into compliance with the Plans. The actual cost of such services, plus a ten percent (10%) administrative fee, may be assessed against the Lot by the Association. Upon failure of the Lot Owner to remit payment, the cost of maintenance and administrative fees shall be specifically assessed against the Lot, shall bear interest at the rate provided for unpaid assessments and, when shown of record, shall be a lien upon the Lot.

10. Nuisance. No noxious or offensive activity shall be conducted or permitted upon any Lot within the Property, nor anything which is or may become an annoyance or nuisance to neighbors or which endangers the health or unreasonably disturbs the quiet of the occupants of the adjoining Lots.

11. Excess Dirt. No dirt from grading, excavation or resulting from any activity on any Lot may be removed from the Property without the prior written permission of Declarant. Declarant will designate an area or areas within the Property for stockpiling dirt and those placing dirt in such areas will level it so as to allow for mowing and maintenance.

12. Temporary Structures. No partially completed or temporary building and no trailer, tents, shack or garage on any Lot within the Property shall be used as either a temporary or permanent place of business, other than as a temporary construction office or temporary equipment storage during construction.

13. Signs. No advertising sign, billboard, or other advertising device shall be permitted on any Lot or any part of the outside of an Improvement or inside if visible from the exterior, unless the color, size, style and material thereof have been approved in writing by the Declarant pursuant to Paragraph 2 above. Any amendment to the Use/Special Permit regarding signage within the Property must be approved by the Declarant prior to its submittal to the City of Lincoln. The Declarant shall have the exclusive right to disapprove any sign, billboard or advertising device, if in the Declarant's sole discretion, it does not conform to the general standard of development of the Property. No pole signs shall be allowed for any individual Lot.

14. Sprinkler Systems. All Lots shall have an underground sprinkler system installed on the Lot by the titleholder prior to seeding or sodding the Lot. Declarant shall have the right to name the designer of the sprinkler system, to assure continuity and compatibility of the individual systems with the overall system of private water distribution. Plans for the sprinkler system shall be approved by the Declarant prior to installation in accordance with Paragraph 2 above.

ARTICLE IV
27TH & YANKEE HILL ROAD 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. In the event the Association dissolves, the Lot Owners shall remain jointly and severably liable for the cost of maintenance of the Common Area.

2. Maintenance of Common Area. The City has approved the final plat of Pine Lake Heights South 9th Addition upon condition that the Common Area be maintained by the Declarant on a permanent and continuous basis. 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 assume the obligations of the Declarant to comply with the requirements of the final plat of Pine Lake Heights South 9th Addition regarding continuous and permanent maintenance of the Common Area and 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 eighteen percent (18%) 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, gardening and landscaping, signage, underground sprinkler system, retaining walls, line painting, lighting, maintenance of utility lines, snow removal, ice, drainage, 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 and changes in Assessment Units which may occur by issuance of occupancy certificates. 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 By-Laws 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 of 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. Self-Help by Association. In the event that any Member shall fail to (i) maintain erosion control on the Lot during construction in accordance with Paragraph 6 of Article II, (ii) maintain or repair the exterior of any Improvement constructed on the Lot as provided in Paragraph 8 of Article II, or (iii) maintain any landscape screen on the Lot as provided in Paragraph 9 of Article II, in a manner satisfactory to the Board of Directors of the Association, the Board of Directors of the Association may authorize and direct the installation, maintenance or repair of such erosion control, Improvement, or screen by agents or employees of the Association. Such agents or employees shall have the right to enter upon such Lot for the purpose of such installation, maintenance or repair, and the cost thereof shall be levied and assessed as a specific special assessment only against such Lot upon which the installation, maintenance or repair took place.

9. 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 two (2) classes of voting Members as follows:

Class "A". Class "A" Members shall be all Lot Owners with the exception of Declarant, and 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 owned by Class "A" Members shall never exceed the number of Assessment Units allowed to that Lot.

Class "B". Class "B" Members shall be the Declarant, who shall be entitled to ten (10) votes for each Assessment Unit allocated to each Lot owned. Class "B" membership shall automatically be converted to Class "A" membership at such time as all of the Lots have been sold and/or built upon by the Declarant.

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

(a) Any Lot that has not obtained a certificate of occupancy from the City of Lincoln, Nebraska shall be allocated one (1) Assessment Unit per one hundred (100) square feet of building area permitted for the Lot as designated on the site plan for the Use/Special Permit.

(b) Upon issuance of a certificate of occupancy by the City of Lincoln, Nebraska, for any completed Improvement(s), the Lot shall be allocated three (3) Assessment Units per one hundred (100) square feet of actual building area.

The Assessment Units referred to above shall not be cumulative.

11. 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 easements upon and across all the sidewalks, driveways, entrance and exit ways, and roadways in the Property which are now or hereafter from time to time used for pedestrian and vehicular traffic for the purpose of allowing pedestrian and 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 of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to such Lot, subject to the following rights of the Association:

(i) All easements shown upon any final plat of any portion of the Property recorded with the Register of Deeds of Lancaster County, Nebraska;

(ii) The right of the Association to promulgate rules and regulations for the reasonable use and enjoyment of the Common Area and the right to suspend the voting rights of any Lot Owner for periods during which assessments against his Lot remain unpaid;

(iii) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility and subject to such conditions as may be agreed to by the Members; provided, however, that any such dedication or transfer shall be approved by a majority vote at a regular meeting of the Members, providing notice of the proposed dedication or transfer be contained in the notice of such meeting; and

(iv) The use of the roadways located within the Common Area by the general public pursuant to a public access easement granted or to be granted by the Declarant.

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.

12. Cross Parking Easement for the North Property. Declarant does hereby establish, give, grant, and convey to the Lot Owners of the North Property for their mutual benefit and the benefit of their respective successors, heirs, assigns, tenants, customers, officers, employees, and invitees, a perpetual nonexclusive easement upon and across all the parking lots within the North Property which are now or hereafter from time to time used for vehicular parking for the purpose of parking upon each Lot within the North Property. The benefits and corresponding burdens of this easement shall be appurtenant to and run with the North Property.

ARTICLE V GENERAL PROVISIONS

1. Use/Special Permit or Final Plat Amendments. Declarant shall have the right at any time to amend the Use/Special Permit within the Common Area and on Lots owned by the Declarant, without the consent of any Lot Owners. Lot Owners, other than the Declarant, may not amend the Use/Special Permit without the prior written consent of the Declarant. In the event a Lot Owner desires to change the use of its Lot, such change of use must be approved by the Declarant. The Declarant shall have the right to deny any change in use it reasonably deems inconsistent with or detrimental to any other existing or proposed use within the Property. In the event a Lot Owner amends the Use/Special Permit to increase the square footage of building area permitted on the Lot Owner's Lot, such Lot Owner shall be responsible for paying Declarant for the additional square footage of building area permitted at the price the original purchaser of the Lot from Declarant paid for each square foot of building area originally permitted on the Lot. Members of the Association covenant not to object to any amendment of the Use/Special Permit provided the amendment does not change the approved use or permitted building square footage for their Lot. Declarant shall have the right to alter the Lot configurations in any final plat within the Use/Special Permit within the Common Area and on Lots owned by the Declarant without the consent of any Lot Owners. Upon approval by the City of Lincoln, Nebraska of any amendment to the Use/Special Permit, the amended use, permitted building area or Lot configuration shall govern interpretation of this Declaration.

2. 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 be terminated or modified, in writing, by the holders of two-thirds of the cumulative total of voting rights established without regard to class of membership at any time. However, any instrument amending, modifying, abrogating or canceling this Declaration

pertaining to the maintenance of the Common Area must be approved by the City Attorney's office in writing and recorded with the Register of Deeds office before it shall be effective.

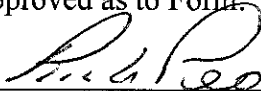
3. Enforcement. Declarant, the Association, or any Lot Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The City shall have the right to enforce by proceedings at law or in equity all restrictive covenants, restrictions, and conditions upon maintenance of the Common Area within Pine Lake Heights South 9th Addition. Failure by Declarant, the City of Lincoln, 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.

4. Assignment. Ridge Development Company and Southview, Inc. shall have the power to assign any or all of their rights and duties as Declarant in this Declaration to a successor or assign, or to the Association, at such time as the Declarant deems appropriate, by filing a Notice of Assignment of Declarant Rights and Duties that delineates which rights and duties are being assigned. Ridge Development Company and Southview, Inc. or their successors or assigns, may also terminate their status as Declarant under this Declaration in their entirety, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Association may appoint itself or another entity, association or individual to serve as Declarant with respect to those remaining rights and duties the Declarant has not previously assigned to another entity, association or individual under a Notice of Assignment of Declarant Rights and Duties, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant with respect to those remaining rights and duties. Notwithstanding the foregoing, all of Declarant's rights set forth herein shall be automatically assigned to the Association at the time Declarant, and its successors and assigns, no longer has any ownership interest in the Property.

7. 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.

8. City Attorney Approval. The undersigned City Attorney hereby approves the form of the Declaration for the limited purpose of conveying maintenance of the Common Area to the Association.

Approved as to Form:

Abt 
City Attorney

Date: June 23, 2004

RIDGE DEVELOPMENT COMPANY, a
Nebraska corporation

By: *Thomas E. White*
Thomas E. White
President of Development

By: *John C. Brager*
John C. Brager
President of Construction

SOUTHVIEW, INC., a Nebraska
corporation

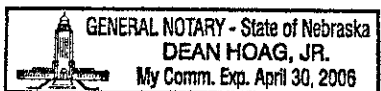
By: *John F. Schleich*
John F. Schleich, Vice President

J&D LEASING, INC., a Nebraska
corporation

By: *[Signature]*
Title: *Pres*

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

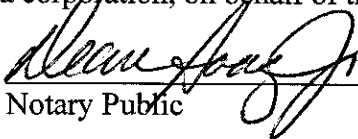
The foregoing instrument was acknowledged before me this 23 day of June, 2004 by Thomas E. White, as President of Development of **RIDGE DEVELOPMENT COMPANY**, a Nebraska corporation, on behalf of the corporation.



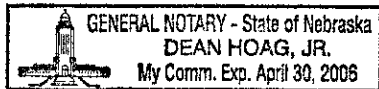
Dean Hoag Jr
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 23 day of June, 2004 by John C. Brager, as President of Construction of **RIDGE DEVELOPMENT COMPANY**, a Nebraska corporation, on behalf of the corporation.

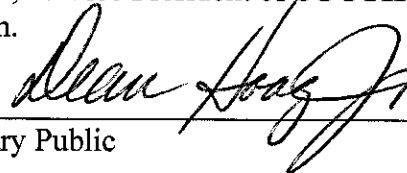


Notary Public

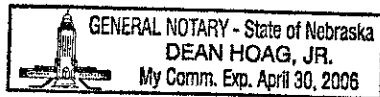


STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 23 day of June, 2004 by John F. Schleich, as Vice President of **SOUTHVIEW, INC.**, a Nebraska corporation, on behalf of the corporation.

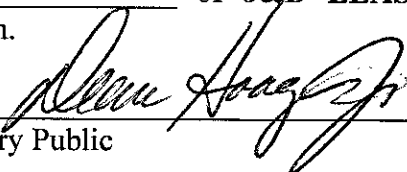


Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 23 day of June, 2004 by James L. Williamson as President of **J&D LEASING, INC.**, a Nebraska corporation, on behalf of the corporation.



Notary Public

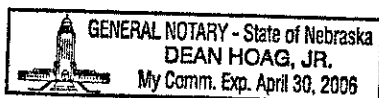


EXHIBIT "A"

DESIGN GUIDELINES

O-3 ZONING - OFFICE PARK DISTRICT

The primary materials of facades for buildings located in that portion of the Property zoned O-3 Office Park District shall consist of brick or stone masonry and limited optional amounts of split-face concrete masonry, architectural pre-cast and synthetic stucco. Window frames, storefront systems and exterior doors shall be a color that is compatible with the overall exterior color palette. Roofs shall be sloped and shall be of a high quality upscale asphalt shingle, synthetic slate shingle, or metal roof system. The amount of exterior materials shall be a percentage of the total facade area as indicated below.

1. ROOFS

Roofs shall be sloped with a minimum slope of 5:12. The roofs shall be:

- a. a high quality upscale asphalt shingle in a color that is compatible with the brick or stone masonry;
- b. a synthetic slate shingle in a color that is compatible with the brick or stone masonry; or
- c. a metal roof system in a color that is compatible with the brick or stone masonry.

Metal flashing, gutters, and downspouts shall be pre-finished and shall be of a color that is compatible to the overall exterior color palette.

2. BRICK OR STONE MASONRY (minimum 60% of facade area)

Brick or stone (including cultured stone approved by the Declarant) shall be the primary exterior wall material. The material colors shall be in the buff/earth tone color range or shades thereof with accent colors approved by the Declarant.

3. REMAINING FACADE NOT BRICK OR STONE (maximum 40% of facade area)

a. CONCRETE MASONRY

Integrally colored split-face concrete masonry units may be used as an architectural base to the building facades and to accent architectural features of a facade. The integrally colored split-face concrete masonry units shall be in the buff/earth tone color range or shades thereof.

b. ARCHITECTURAL PRE-CAST

Architectural pre-cast may be used to provide a decorative accent detail for head, sill, or other detail conditions. Architectural pre-cast shall be of a color range that is compatible with the brick or stone masonry.

- c. **SYNTHETIC STUCCO** (optional maximum 10% of facade area)
Synthetic stucco systems may be used in limited quantities. Synthetic stucco shall not be the main exterior material and shall only be used as an accent. Synthetic stucco colors may be used alone or in combinations. Synthetic stucco shall be of a color range that is compatible with the brick or stone masonry.
- d. **CAST-IN-PLACE CONCRETE**
Exposed cast-in-place concrete may not be used. Cast-in-place concrete with a brick masonry veneer conforming to the design standards may be used.
- e. **PRE-CAST CONCRETE**
Exposed structural pre-cast concrete shall not be used. Pre-cast structural concrete with a brick masonry veneer conforming to the design standards may be used
- f. **SUN CONTROL**
Sun control devices are encouraged on south and west facing facades.
 - (i) Fabric awnings are encouraged and may be used as an architectural feature and as a sun control device. Awnings shall be a single color fabric with a “shed” type design with open side panels. The fabric awnings shall be a color that is compatible with the exterior color palette.
 - (ii) Sunshades that are integral to the window framing system type and finish are encouraged. Color and finish for sunshades are to conform to the design standards for windows and storefront systems.
- g. **DOORS**
Exterior entry doors shall be constructed of aluminum. Finishes for exterior aluminum doors shall be pre-finished color or anodized finish that is compatible with the overall exterior color palette.

Service doors may be hollow metal. Hollow metal doors and frames shall match the color of the adjacent materials.
- h. **WINDOWS AND GLAZING**
Windows and storefront systems shall be constructed of extruded aluminum. Finish for the window systems shall be pre-finished color or anodized finish that is compatible with the exterior color palette. Glass color shall be reviewed and approved by the Declarant.

4. **TRASH ENCLOSURES**

All trash dumpsters will be screened on three sides with a masonry screen wall. The masonry screen wall will conform to the design standards for brick masonry and

architectural pre-cast. Additional landscape screening at trash enclosures is highly encouraged.

5. MECHANICAL UNITS/CONDENSING UNITS

All mechanical units and/or condensing units shall be visually screened from public view.

6. SIGNAGE

All signage shall conform to local applicable codes as adopted by the City of Lincoln. Each building shall be permitted up to two wall signs, not more than one on each business facade. Signs painted directly on the surface of the building will not be permitted. Signage shall be of aluminum construction with individual "cut-out" letters with satin finish. Signage may be aluminum plate or reverse channel letters with satin finish, pin mounted to the wall surface and backlit. Color for the signage shall be compatible with the exterior material color palette. All sign packages shall be reviewed and approved by the Declarant.

**H-4 ZONING - GENERAL COMMERCIAL DISTRICT
BUILDINGS UNDER 30,000 SQUARE FEET**

The primary materials of facades for buildings under 30,000 square feet located in that portion of the Property zoned H-4 General Commercial District shall consist of brick or stone masonry and limited optional amounts of split-face concrete masonry, architectural pre-cast, and synthetic stucco. Window frames, storefront systems and exterior doors shall be a color that is compatible with the overall exterior material color palette. Roofs may either be sloped, flat, or a combination of sloped and flat. Sloped roofs shall be of a high quality upscale asphalt shingle, synthetic slate shingle, or metal roof system in color that is compatible to the overall exterior color palette. The amount of each material shall be a percentage of the total facade area as indicated below.

1. ROOFS

Roofs shall be flat, sloped with a minimum slope of 5:12, or a combination of flat and sloped. The roof material for sloped roofs shall be:

- a. a high quality upscale asphalt shingle in a color that is compatible with the brick or stone masonry;
- b. a synthetic slate shingle in a color that is compatible with the brick or stone masonry; or
- c. a metal roof system in a color that is compatible with the brick or stone masonry.

Metal flashing, gutters, and downspouts shall be pre-finished and shall be of a color that is compatible to the exterior color palette.

2. BRICK OR STONE MASONRY (minimum 40% of façade area)

Brick or stone (including cultured stone approved by the Declarant) shall be the primary exterior wall material. The material colors shall be in the buff/earth tone color range or shades thereof with accent colors approved by the Declarant.

3. REMAINING FACADE NOT BRICK OR STONE (maximum 60% of facade)

a. CONCRETE MASONRY

Integrally colored split-face concrete masonry units may be used as an architectural base to the building facades and to accent architectural features of a façade. The integrally colored split-face concrete masonry units shall be in the buff/earth tone color range or shades thereof.

b. ARCHITECTURAL PRE-CAST

Architectural pre-cast may be used to provide a decorative accent detail for head, sill, or other detail conditions. Architectural pre-cast shall be of a color range that is compatible with the brick or stone masonry.

c. SYNTHETIC STUCCO

Synthetic stucco systems may be used as an exterior wall material. Synthetic stucco colors may be used alone or in combinations and shall be of a color range that is compatible with the brick or stone masonry.

d. CAST-IN-PLACE CONCRETE

Exposed cast-in-place concrete may not be used. Cast-in-place concrete with a brick masonry veneer conforming to the design standards may be used.

e. PRE-CAST CONCRETE

Exposed structural pre-cast concrete shall not be used. Pre-cast structural concrete with a brick masonry veneer conforming to the design standards may be used

f. SUN CONTROL

Sun control devices are encouraged on south and west facing facades.

(i) Fabric awnings are encouraged and may be used as an architectural feature and as a sun control device. Awnings shall be a single color fabric with a “shed” type design with open side panels. The fabric awnings shall be a color that is compatible with the exterior color palette.

(ii) Sunshades that are integral to the window framing system type and finish are encouraged. Color and finish for sunshades are to conform to the design standards for windows and storefront systems.

g. DOORS

Exterior entry doors shall be constructed of aluminum. Finishes for exterior aluminum doors shall be pre-finished color or anodized finish that is compatible with the overall exterior color palette.

Service doors may be hollow metal. Hollow metal doors and frames shall match the color of the adjacent materials.

h. WINDOWS AND GLAZING

Windows and storefront systems shall be constructed of extruded aluminum. Finish for the window systems shall be pre-finished color or anodized finish that is compatible with the exterior color palette. Glass color shall be reviewed and approved by the Declarant.

4. TRASH ENCLOSURES

All trash dumpsters will be screened on three sides with a masonry screen wall. The masonry screen wall will conform to the design standards for brick masonry and architectural pre-cast. Additional landscape screening at trash enclosures is highly encouraged.

5. MECHANICAL UNITS/CONDENSING UNITS

All mechanical units and or condensing units will be visually screened from public view.

6. SIGNAGE

All signage shall conform to local applicable codes as adopted by the City of Lincoln. All sign packages shall be reviewed and approved by the Declarant.

**H-4 ZONING - GENERAL COMMERCIAL DISTRICT
BUILDINGS 30,000 SQUARE FEET AND LARGER**

The primary materials of facades for buildings 30,000 square feet and larger located in that portion of the Property zoned H-4 General Commercial District shall consist of brick or stone masonry, split-face concrete masonry, architectural pre-cast, and synthetic stucco. Window frames, storefront systems and exterior doors shall be a color that is compatible with the overall exterior material color palette. Roofs may either be sloped, flat, or a combination of sloped and flat. Sloped roofs shall be of a high quality upscale asphalt shingle, synthetic slate shingle, or metal roof system in color that is compatible to the overall exterior color palette.

1. ROOFS

Roofs shall be flat, sloped with a minimum slope of 5:12, or a combination of flat and sloped. The roof material for sloped roofs shall be:

- a. high quality upscale asphalt shingle in a color that is compatible with the brick or stone masonry;
- b. a synthetic slate shingle in a color that is compatible with the brick or stone masonry; or
- c. a metal roof system in a color that is compatible with the brick or stone masonry.

Metal flashing, gutters, and downspouts shall be pre-finished and shall be of a color that is compatible to the exterior color palette.

2. BUILDING FACADES

a. BRICK OR STONE

Brick or stone may be an exterior wall material. Colors may be used alone or in combination with each other. The material colors shall be in the buff/earth tone color range or shades thereof with accent colors approved by the Declarant.

b. CONCRETE MASONRY

Integrally colored split-face concrete masonry units may be used as an architectural base to the building facades and to accent architectural features of a facade. The integrally colored split-face concrete masonry units shall be in the buff/earth tone color range or shades thereof with accent colors approved by the Declarant.

c. ARCHITECTURAL PRE-CAST

Architectural pre-cast may be used to provide a decorative accent detail for head, sill, or other detail conditions. Architectural pre-cast shall be of a color range that is compatible with the brick or stone masonry.

d. SYNTHETIC STUCCO

Synthetic stucco systems may be used as an exterior wall material. Synthetic stucco colors may be used alone or in combinations and shall be of a color range that is compatible with the brick or stone masonry.

e. CAST-IN-PLACE CONCRETE

Exposed cast-in-place concrete may not be used. Cast-in-place concrete with a brick masonry veneer conforming to the design standards may be used.

f. PRE-CAST CONCRETE

Exposed structural pre-cast concrete shall not be used. Pre-cast structural concrete with a brick masonry veneer conforming to the design standards may be used

g. SUN CONTROL

Sun control devices are encouraged on south and west facing facades.

(i) Fabric awnings are encouraged and may be used as an architectural feature and as a sun control device. Awnings shall be a single color fabric with a “shed” type design with open side panels. The fabric awnings shall be a color that is compatible with the exterior color palette.

(ii) Sunshades that are integral to the window framing system type and finish are encouraged. Color and finish for sunshades are to conform to the design standards for windows and storefront systems.

h. DOORS

Exterior entry doors shall be constructed of aluminum. Finishes for exterior aluminum doors shall be pre-finished color or anodized finish that is compatible with the overall exterior color palette.

Service doors may be hollow metal. Hollow metal doors and frames shall match the color of the adjacent materials.

i. WINDOWS AND GLAZING

Windows and storefront systems shall be constructed of extruded aluminum. Finish for the window systems shall be pre-finished color or anodized finish that is compatible with the exterior color palette. Glass color shall be reviewed and approved by the Declarant.

3. TRASH ENCLOSURES

All trash dumpsters will be screened on three sides with a masonry screen wall. The masonry screen wall will conform to the design standards for brick masonry and architectural pre-cast. Additional landscape screening at trash enclosures is highly encouraged.

4. MECHANICAL UNITS/CONDENSING UNITS

All mechanical units and or condensing units will be visually screened from public view.

5. SIGNAGE

All signage shall conform to local applicable codes as adopted by the City of Lincoln. All sign packages shall be reviewed and approved by the Declarant.

LEGAL DESCRIPTION

Lots 1-7, inclusive, and Outlot A, Pine Lake Heights South 9th Addition, Lincoln,
Lancaster County, Nebraska