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Omaha NE 68102-2068

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**DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS
AND RESTRICTIONS FOR WEST DODGE HEALTH CAMPUS REPLAT,
WEST DODGE HEALTH CAMPUS REPLAT 2 AND
WEST DODGE HEALTH CAMPUS REPLAT 3, BEING
SUBDIVISIONS AS SURVEYED, PLATTED AND RECORDED,
IN DOUGLAS COUNTY, NEBRASKA
("Declaration")**

KNOW ALL PERSONS BY THESE PRESENTS:

That NEBRASKA METHODIST HEALTH SYSTEM, INC. a Nebraska nonprofit corporation ("**Declarant**"), being the present owner of certain real estate in the County of Douglas, State of Nebraska, legally described on the attached Exhibit "A", (the real estate and any building, structure and improvement now existing or hereinafter erected thereon is hereinafter referred to as the "**Development**"), which exhibit is incorporated herein by this reference, hereby declare that all of the Development shall be subject to the covenants, conditions, reservations, and restrictions set forth herein.

Each and every one of these covenants, conditions, reservations, and restrictions is for the benefit of the present and future owners of the Development or any portion thereof.

Each and every one of these covenants, conditions, reservations and restrictions shall pass with the real property constituting the Development, or any parcel, lot or site thereof, and shall bind each and every owner thereof or of any interest therein, including Declarant, and the respective assigns and successors in interest of such owners and any lessees, tenants and other occupants of any building or other structure thereon. These covenants, conditions, reservations, and restrictions are each imposed upon the Development, all of which are to be construed as restrictive covenants running with the land and with each and every part thereof:

1. PROHIBITED USES AND IMPROVEMENTS.

(a) No portion of the Development shall be used for any of the following uses:

- Automobile or Truck Service Stations
- Automobile or Truck Sales or Service
- Automobile or Truck Washing
- Automobile or Truck Body Shop
- Cocktail Lounge
- Pawn Shop
- Free Standing Fast Food Restaurant
- Liquor Store

Grocery or Convenient Store
Mobile Home Park
Recreational Vehicle or Camper Park

(b) Unless approved in advance in writing by Declarant, or by any successor owner of Lot 1 West Dodge Health Campus Replat 3 if such owner is not Declarant (which approval may be withheld in Declarant's or such owner's sole discretion), no portion of Lots 1 through 4 inclusive, West Dodge Health Campus Replat, may be used for any of the following uses:

Hospital
Outpatient surgery
Offices for any physician, podiatrist or chiropractor
Medical clinic
Medical laboratory
Physical therapy clinic
X-ray, CT, MRI, or ultrasound services or other medical diagnostic services
Pharmacy
Sale of medical equipment or medical supplies

(c) No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, aircraft, or similar vehicle or trailer shall be maintained or stored within the Development unless maintained or stored in an enclosed structure.

(d) No on-street parking of any nature whatsoever shall be permitted on any street within or abutting the Development, regardless of whether such on-street parking would otherwise be permitted by any governmental authority.

(e) No repair of any boats, automobiles, motorcycles, trucks, trailers, campers, motor homes or similar vehicles ("**Vehicles**"), or any component thereof, shall be permitted in the Development, except in an enclosed structure. No Vehicles shall be offered for sale or lease in the Development nor shall any portion of the Development be used for the sale or leasing of Vehicles.

(f) No activity that would be reasonably expected to over burden existing parking facilities shall be permitted. No Vehicles will be stored on any portion of the Development, and no inoperable Vehicles shall be permitted to remain on any portion of the Development. As used herein, the word "stored" means parking of any Vehicle for more than 24 continuous hours. No portion of the Development will be used to provide parking for any building or uses not located within the Development.

(g) No agricultural uses, including animal husbandry, commercial breeding businesses or feed lots, nor any meat packing or processing operation shall be permitted in the Development. No animal, livestock, poultry or fowl of any kind shall be kept within

the Development except animals that may be undergoing treatment at a veterinary clinic, or are being temporarily boarded therein, so long as such activities are conducted entirely within an enclosed structure.

(h) No temporary building, mobile home, motor home, manufactured house, modular facility, trailer, outbuilding, shed, shack, or any structure built at another location shall be placed or maintained within the Development other than construction trailers reasonably necessary during the construction of improvements in the Development.

(i) No rock, gravel, clay, or other material shall be excavated or removed from any portion of the Development for commercial purposes except as is strictly necessary to prepare the Development for permitted improvements.

(j) No portion of the Development shall be used for exterior storage of equipment or materials, except temporary storage of construction equipment and materials during construction.

(k) No portion of the Development located outside of an enclosed structure shall be used for the sale of any product or service.

(l) No open burning of any material or gas shall be permitted within the Development.

(m) No noxious weeds or underbrush shall be permitted to grow or remain on any portion of the Development and no refuse site, construction debris, unused motor vehicle, or other private nuisance of any kind shall be allowed to be placed or to remain anywhere in the Development. In the event that an owner of any portion of the Development shall fail or refuse to comply with this paragraph, a representative designated by the Association (as hereinafter defined) may enter into such portion of the Development and remove the same at the expense of the Owner thereof, and such entry shall not be deemed a trespass.

(n) No amplified music or other amplified sound shall be permitted on the exterior of any property which can be heard from any adjacent portion of the Development.

(o) No refuse or recycling collection or drop-off points, other than refuse containers as are necessary to serve the buildings in the Development, nor shall any junk yards, auto salvage, or recycling operations be permitted in the Development.

(p) No owner, lessee or occupant of any portion of the Development shall create a nuisance in the Development, or use any portion of the Development in any manner that the Board of Directors of the Association (as hereinafter defined), in its sole and absolute discretion, finds to be objectionable due to sound, odor, visual effect, or physical impact or which, in the opinion of the Board of Directors of the Association will disturb or tend to

disturb the other owners, lessors and occupants would constitute a nuisance, including, but not limited to, uses, activities or operation that include one or more of the following:

- (i) Vibrations, noise, sound having objectionable loudness, frequency or other disturbing effect.
- (ii) Any exterior lighting, or lighting visible from the exterior of the building, that is flashing, too bright or which disturbs adjacent property owner, lessees or occupant.
- (iii) Any emission of odor, or any noxious material or gas, regardless of whether toxic.
- (iv) Any public or private nuisance.

(q) No activity or use shall be permitted on any portion of the Development that would violate any governmental law, ordinance, regulation or code.

2. SITE DEVELOPMENT REGULATIONS.

(a) Landscaping.

(i) All property owners must install permanent landscaping in conjunction with the construction of any improvements on any portion of the Development. All landscaping plans are subject to the approval of the Architectural Review Committee.

(ii) The permanent landscaping in the Development must have irrigation with automatic underground irrigation systems. Only specimen grade trees indigenous to the Omaha, Nebraska, area that have a normal and expected life of at least twenty (20) years and have a caliper measure of no less than two to three inches shall be planted in the Development. No landscape or lawn maintenance equipment shall be stored or permitted to remain outside any building, except when in actual use. No vegetable gardens shall be maintained on any property in the Development. All landscaping shall be maintained in a first class, neat and attractive condition, and shall include, as a part of such maintenance, provisions for regular fertilization, weed and insect control, regular watering and clipping, and trash and debris removal. Any landscaping, having once been installed in accordance with an approved plan, shall be kept and maintained in a neat and attractive condition, which shall include keeping lawns regularly mowed and irrigated, edges trimmed, and trees and shrubs trimmed and in good condition. All diseased and dead trees and other vegetation shall be promptly removed from the Development and replaced in a manner consistent with the landscape plan approved by the Architectural Review Committee.

(b) Loading Docks; Rooftop Equipment. All loading docks and trash receptacles serving any building or structure in the Development must either be within the structure being built or screened from public view. All trash receptacles shall be located in the rear yard area of any parcel in the Development. No loading docks shall face West Dodge Road. No protrusions shall be allowed above the roofline of any building or structure; provided, however, such protrusions will only be allowed where such protrusions are veneered with an architectural material which is the same as or complimentary with the predominant material incorporated into the facade of the building.

(c) Various Exterior Structures. No fences will be erected in the Development except for screening fences for refuse containers and communications equipment. No exterior basketball backboards and goals shall be permitted on any property in the Development. Any exterior antennae, satellite dish or other communications equipment shall be either roof mounted or if ground mounted shall not be located in the front yard set back area of any parcel of the Development, and shall be screened from view from adjacent streets. No exterior antennae, satellite dish or other communications equipment shall be mounted on any exterior wall of any building in the Development.

(d) Parking And Loading; Access. The owner of all or any part of the Development shall provide adequate parking for such owner's employees, lessees, property occupants and invitees. If a particular use of any building or portion of the Development results in increased parking needs, the Owner of such portion of the Development shall construct additional parking to serve such needs, notwithstanding any prior approval of such owner's parking facilities by the Architectural Review Committee. All parking areas, except for temporary parking area for construction personnel involved with construction of improvements in the Development, shall be covered with a hard surfaced, dust free pavement, and shall be properly maintained and kept reasonable free of ice and snow. All parking areas in the Development shall serve occupants of buildings situated in the Development and their invitees, or persons working therein. No portion of the Development shall be used for vehicle storage.

(e) Signs.

(i) No billboards, advertising signs or other signs of any character shall be erected, placed, permitted or maintained in the Development except as herein expressly permitted. The owner of any property in the Development may install a ground mounted sign or signs identifying the building or buildings located on such property, provided, however, that the form of the sign is a "monument" type with a size not exceeding eight feet (8') in height measured from adjacent grades, and is of a design and composed of materials consistent and harmonious with the building of which it identifies, and provided further, however, that the Declarant or any subsequent owner of any portion of Lots 5, 8, 9, 10 or 13, West Dodge Health Campus Replat, Lots 1 and 2, West Dodge Health Campus Replat 2, or Lots 1 and 2, West Dodge Health Campus Replat 3, may install a monument sign on Lot 1,

West Dodge Health Campus Replat providing information concerning the businesses conducted on such Lots and directional information to such Lots.

(ii) No sign known as a "walking" or message sign, and no sign advertising businesses or products other than to identify the business housed on the premises on which the sign is located, shall be erected, placed, permitted or maintained in the Development.

(iii) No sign shall have in use any neon lights or any flashing, pulsating or rotating light or lights, provided, however, that neon lighting may be used to backlight or illuminate a sign so long as the actual neon light tubes or light sources are concealed from view.

(iv) No sign shall be located on a rooftop or on any building.

(v) No sign shall violate any ordinances of the City of Omaha, Nebraska.

(vi) Nothing stated herein shall be deemed to prohibit the installation of ground mounted signage designating entrances, exits, and handicapped and restricted parking areas.

(vii) All signs shall be approved in advance by the Architectural Review Committee.

(viii) All signs shall be kept in good order and repair and in good operating condition.

(ix) The restrictions in signs contained in this Section 2(e)(i) through 2(e)(iii), inclusive, and Section 2(e)(vii) shall not apply to the sign installed by Declarant at the entry into the Development at 156th Street, or to any sign installed by Declarant to replace such sign.

(f) Condition Of Property. The owner or owners of the Development shall at all times keep their respective portions of the Development in a safe, clean and attractive condition and comply in all respects with all government, health, fire and police requirements and regulations and these covenants, conditions and restrictions. Further, all of the owners of the Development shall comply with the following as to the portion of the Development so owned:

(i) The Development shall at all times be kept free from excessive debris, paper, leaves, fallen branches and trash of all kinds.

(ii) Outside storage of materials, equipment and products shall be prohibited, except for construction material and equipment stored in the Development for purposes of actual use in the construction, remodeling or

renovation of any Buildings in the Development, but only during the actual time of such construction.

(iii) Nothing shall be done on any building site that interferes with natural drainage of surface waters unless adequate alternate provisions are made therefor.

(iv) All exterior building walls and retaining wall and all other exterior surfaces shall be maintained in good condition and repair, and all broken or damaged exterior glass shall be promptly replaced.

(v) Any graffiti on any portion of the Owner's property shall be promptly removed.

(g) Utility Lines. All electrical lines, communication lines, water and sewer lines, cable television lines, gas and other pipelines and associated utility services, including metering devices, located on or through the Development, other than those located within any enclosed structure, shall be buried underground, except temporary above-ground service shall be allowed when necessary, but only during construction or repair of buildings and improvements.

(h) Refuse Collection. All refuse dumpsters and containers shall be screened or enclosed in structures approved by the Architectural Review Committee so that such dumpsters and containers are not visible from streets or adjacent portions of the Development. No refuse container or dumpster shall be located in the area between any street or the front yard set back area of any portion of the Development.

(i) Damage or Destruction. If any improvement, building or other structure in the Development is damaged or destroyed by any cause, the owner of the property upon which such improvement, building or other structure is located shall promptly repair and reconstruct the same to substantially the condition as existed prior to such damage or destruction, and shall complete the same within not less than twelve (12) months thereafter. Any changes to such improvements, buildings or must be approved by the Architectural Review Committee. If the owner elects not to repair such improvement, building or structure the owner shall, within three (3) months after the occurrence of such damage or destruction, completely remove such improvement, building or structure and restore the property as nearly as possible to the conditions as existed prior to the installation of such improvements.

3. RESTRICTION UPON SUBDIVISION AND REZONING

No lot in the Development shall be subdivided into smaller parcels or lots by any Owner by subdivision, by governmental authority, or by deed, contract, lease or otherwise, nor shall any interest in less than an entire lot be conveyed or created in any manner without the prior written approval of the Architectural Review Committee. This

restriction shall not prohibit undivided ownership interests in an entire lot or the ground lease of an entire lot. No application for rezoning of any portion of the Development, or for any conditional or special use permit, shall be filed with any governmental authority unless the proposed use of such property and the rezoning classification or permit has been approved in writing by the Architectural Review Committee. The restrictions on subdivisions and rezoning contained in this Section 3 shall not apply to any property in the Development owned by Declarant.

4. PROPERTY OWNERS ASSOCIATION.

(a) The Property Owners Association. Declarant has caused the incorporation of the WEST DODGE HEALTH CAMPUS PROPERTY OWNERS ASSOCIATION, a Nebraska non-profit corporation (referred to in this Declaration as the "**Association**"). The Association has as its purpose the promotion of the health, safety, welfare and enjoyment of the owners and occupants of the Development all as is more specifically set forth in this Declaration.

(b) Membership. Each record owner of shall have one membership in the Association for each Net Acre (as hereinafter defined) owned by such owner in the Development. As used herein, the term "**Net Acre**" shall mean an acre of land within the Development but does not include any public rights of way or any property owned by any governmental entity. For purposes of determining membership, the term "**owner**" means only the fee simple title holder or holders of each property, or the purchaser of such property pursuant to a land contract as reflected on the records of the Register of Deeds of Douglas County, Nebraska but shall not include any lessees, mortgagees or trust deed beneficiaries or trustees. Partial Net Acres shall be rounded to the nearest acre to determine the number of votes. For example, owner of 2.2 acres would have two memberships, the owner of 7.8 acres would have 8 memberships, and the owner of 3.5 acres would have four memberships. Any owner of less than one acre will have one vote. Membership shall be appurtenant to ownership of property and may not be separated from ownership. Any utility provider owning property in the Development that is used only for utility services shall not have a membership in the Association and shall not be entitled to a vote. In the event any property is owned in multiple undivided ownership interests, such owners shall designate to the Association in writing which owner shall exercise the membership voting rights, which designation shall remain in effect until revoked by any of owners of such property. In the event of a dispute regarding which owner is entitled to exercise the membership voting rights, the other members of the Association shall determine the identity by a majority vote of such other members. The Articles and By-Laws of the Association may provide for a period of control by the Declarant of the Association and the Board thereof.

(c) Transfer of Memberships. An owner shall, upon becoming the record owner of property within the Development become a member of the Association with the number of memberships computed as set forth in Section 4(b). The membership is appurtenant to ownership and will pass to succeeding owners of record of the property.

No membership may be transferred, pledged, assigned or alienated in any manner, except as appurtenant to transfer of ownership of property in the Development.

(d) Purposes and Responsibilities. The Association shall have the powers conferred upon it by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Association shall include, but not be limited to, the following:

(i) The acquisition, development, maintenance, repair, replacement, operation and administration of common facilities, such as signs, walks and paths, and landscaped areas located in the Development and in adjacent public property and rights of way ("**Common Facilities**") for the benefit, use and enjoyment of owners and occupants of the Declarant and the enforcement of the rules and regulations relating to the Common Facilities.

(ii) The installation, mowing, trimming, maintenance, repair and replacement of landscaping and green areas located within any Common Facilities, on any public property or on any public rights-of-way located in the West Dodge Health Campus or adjacent thereto, including snow and ice removal from such public rights-of-way.

(iii) The fixing, levying, collecting, abatement and enforcement of all charges, dues, assessments made pursuant to the terms of this Declaration, and the enforcement of this Declaration and the covenants contained herein.

(iv) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association.

(v) The review and approval or disapproval of plans and specifications for buildings and other improvements proposed to be constructed in the Development.

(vi) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

(vii) The acquisition by purchase or otherwise, holding, or disposing of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

(viii) The employment of professionals and consultant to advise and assist the officers and board of Directors of the Association in the performance of their duties and responsibilities for the Association.

(ix) The right to enter onto any property within the Development to enforce this Declaration.

(x) Procure insurance coverages as the Board determines.

(xi) Borrow funds for the purposes of the Association, which may be secured by property of the Association, provided, however, that any borrowing must be approved by a majority vote of all members of the Association.

(xii) The general management and administration of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish the purposes of the Association.

(xiii) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

(d) Dues and Assessments. The Association may fix, levy and charge the owner of any property in the Development with dues and assessments (hereinafter collectively referred to as "**Dues and Assessments**") under the provisions of this Declaration. Except as otherwise specifically provided herein, the Dues and Assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board of Directors. Each owner of property in the Development, by acceptance of a deed for such property, shall be deemed to consent and agree to pay to the Association Dues and Assessments which the Board is authorized to levy.

(e) Liens and Personal Obligations for Dues and Assessments. The Dues and Assessments, together with interest thereon, court costs and reasonable attorneys fees incurred in the collection of the same, shall be the personal obligation of each owner of property in the Development (or if such property has multiple owners due to fractional undivided ownership which, all of the owners of the property, jointly and severally) who owned the property at the time when the Dues or any Assessments first became due and payable. The Dues and Assessments, together with interest thereon, court costs and reasonable attorneys fees incurred in the collection thereof, shall also be a charge and a continuing lien upon the property with respect to which the Dues and Assessments were charged. The personal obligation for delinquent Dues and Assessments incurred prior to any sale or transfer of any property in the Development shall not pass to the successor in title unless expressly assumed by such successor as a personal obligation, but all successors in title shall take title to such property subject to the lien for any unpaid Dues and Assessment, regardless of when such lien arose. All dues and assessments shall be paid without reduction, claim or off-set.

(f) Purpose of the Dues and Assessment. The Dues and Assessments collected by the Association may be committed and expended to accomplish the

purposes, powers and responsibilities of the Association as described in these Declarations and in the Articles and By-Laws of the Association.

(g) Dues. Unless excess dues have been authorized by the Member of the Association in accordance with Section 4(i) below, the aggregate Dues which will become due and payable the first year that this Declaration is in effect, shall not exceed \$2000 per Net Acre in the Development per year. The amount of the Dues shall be determined by the Board of the Association, provided, however, that the Dues shall not increase in any year by more than 25% over the Dues charged for the prior year unless excess Dues are approved by the Members as provided in Section 4(l) below. Dues for the first year shall become due and payable on the first day of the first month following the recording of this Declaration and on the same day of each year thereafter.

(h) Assessments for Extraordinary Costs. In addition to the Dues, the Board of Directors may from time to time levy an assessment or assessments in the event the Dues are inadequate in any year to pay for the operations of the Association, or are necessary for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement or replacement of any Common Facility, including fixtures and personal property related thereto, any related facilities, and the cost of maintaining and adjacent public prorate and rights of way, including snow removal therefrom. The aggregate Assessments that may be assessed in any year by the Board of Directors without the approval of the members as provided in Section 4(i) below, shall not exceed \$3000 per Net Acre in the Development.

(i) Excess Dues and Assessments. With the approval of a majority of all Members of the Association, the Board of Directors may establish Dues and Assessments in excess of the maximum stated in this Declaration.

(j) Uniform Rate of Assessment. Dues and Assessments shall be fixed at a uniform rate as to all property based upon the size of the property involved.

(k) Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth the Dues and Assessments on a specified parcel of property in the Development have been paid to the date of the request, the amount of any delinquent sums, and the due date and amount of the next succeeding installments of Dues and Assessments. The Dues and Assessments shall be and become a lien on the property as of the date such amounts first become due and payable.

(l) Effect of Nonpayment of Dues and Assessments and Remedies. Any installment of Dues and Assessments which is not paid when due shall be delinquent. Delinquent Dues or Assessments shall bear interest from the due date at the rate of sixteen percent (16%) per annum. Upon becoming delinquent, the owner of the property shall be deemed to have assigned to the Association all rents, issues and profits of the property which may then be collected by the Association to pay such delinquent Dues

and Assessments. Upon any non-payment, the Association may record against such property a notice of lien, ("**Notice of Lien**"), but the recording of such Notice of Lien shall not be required to create or enforce the lien of any such unpaid Dues and Assessments. Such Notice of Lien may be filed against the property of the defaulting owner in the Office of the Register of Deeds for Douglas County, Nebraska, and if filed, shall be signed and acknowledged and shall contain at least the following information:

- (i) A statement of the unpaid amount of costs and expenses;
- (ii) A description sufficient for identification of that portion of the property of the defaulting owner which is the subject of the lien; and
- (iii) The name of the owner or reputed owner of the property which is the subject of the alleged lien.

The Association may bring an action at law against the owner or owners personally obligated to pay the same, or foreclose the lien against the property involved in the same manner, and pursue any other legal or equitable remedies. The Association shall be entitled to recover as a part of the action all court costs and reasonable attorneys fees incurred by the Association with respect to each such action. The Association shall have the right to bid upon the property at any foreclosure sale and to acquire title thereto. No owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Facilities or abandonment of the property. The mortgagee or trust deed beneficiary of any property in the Development, shall have the right to cure any delinquency of an owner by payment of all sums due, together with interest, court costs and legal fees. The Association shall assign to such mortgagee or trust deed beneficiary all of its rights with respect to such lien and right of foreclosure and such mortgagee or trust deed beneficiary may thereupon be subrogated to any rights of the Association pertaining thereto.

(m) Subordination. The lien of Dues and Assessments provided for herein shall be superior to all liens and encumbrances of any nature, but shall be subordinate to the lien of any valid first mortgage or deed of trust given in good faith as collateral for a loan to acquire the property, or portion thereof, or to construct any improvement thereon which has been placed of record prior to the time such Dues and Assessments became due and payable. Sale of any property in the Development shall not affect or terminate the lien of any Dues and Assessments. Any good faith sale or transfer of any property by judicial or non-judicial foreclosure of such first mortgage or deed of trust shall extinguish the lien of such Dues and Assessments that become due prior to such sale or transfer, but shall not relieve the property from any obligation to pay any such Dues and Assessments or the lien thereof, attributable to or becoming due for any period of time after such sale. After such sale, the Board of Directors may assess such property for a pro rata share of Dues and Assessments extinguished by such sale that were attributable to periods subsequent to such sale.

(n) Transfer of Property. Any transfer of any property in the Development shall be subject to the lien of any unpaid Dues and Assessments regardless of whether any Notice of Lien has been received thereon, and the selling owner shall remain personally liable for any such Dues and Assessments, charged against such property prior to such sale.

(o) Suspension of Voting Privileges. In addition to all other rights and remedies of the Association, the Board may suspend the voting rights of any property owner who has not paid any Dues and Assessments by the due date thereof.

5. ARCHITECTURAL REVIEW.

(a) Designation of the Architectural Review Committee. The Board of Directors of the Association shall designate an Architectural Review Committee and shall appoint the members of such Committee. The members of the Architectural Review Committee shall serve at the pleasure of the Board of Directors and may be replaced at any time by the Board of Directors.

(b) Submission of Proposed Plans. Before commencing the construction, addition, installation, modification, demolition, or alteration of any building, enclosure, landscaping, fence, parking facility, sign, light pole, fence or fixture, or any other structure or temporary or permanent improvements ("**Improvements**") on any portion of the Development, and except as expressly provided in this Declaration, the owner of such property shall first submit site plans, grading and utility plans, landscaping plans, sign and sign allocation plans, floor plans and building elevations, and materials plans, exterior colors, irrigation plans, exterior lighting plans, demolition plans and such other plans and specifications as may be appropriate or necessary to accurately describe the exterior appearance and use of the proposed Improvements (collectively, "**Proposed Plans**") to the Architectural Review Committee for its written approval. The Architectural Review Committee will be guided by the standards set forth in Sections 5(d) and 6 below, and by the remaining provisions of this Declaration. The Board of Directors of the Association may require the payment of a filing fee for each of the Proposed Plans submitted to the Architectural Review Committee. Members of the Architectural Review Committee shall not unreasonably withhold or delay approval of any Proposed Plans so long as such Proposed Plans comply with the terms and conditions of this Declaration. Except as set forth below, any Proposed Plans submitted to the Architectural Review Committee shall not be deemed approved unless approval is granted by a majority of the members of the Architectural Review Committee. In the event that the Architectural Review Committee, or its designated representative, shall fail to take any action on the Proposed Plans within thirty (30) calendar days after they have been received by the Architectural Review Committee, the Proposed Plans will be deemed approved, provided, however, that such Proposed Plans shall in all respects comply with the terms of this Declaration. Such approval by failure to act on any Proposed Plans shall not be deemed an approval of any requested waiver of any covenant, condition, reservation or restriction contained in this Declaration even through such waiver may be requested in such Proposed Plans.

Disapproval of Proposed Plans shall be deemed to have occurred if the Architectural Review Committee votes on the Proposed Plans but fails to approve the same as provided herein. Any approval of the Proposed Plans cannot be assigned or transferred by the owner seeking such approval, or by operation of law, to any other person or entity without prior written consent of the Architectural Review Committee.

(c) Compliance with Law. All Proposed Plans submitted to the Architectural Review Committee shall comply with all governmental laws, ordinances, regulations and codes applicable to the proposed Improvements and to the property upon which the proposed Improvements are to be constructed.

(d) Basis for Architectural Review Committee Approval. The Architectural Review Committee may disapprove any application submitted to it that is incomplete, does not comply with the requirements of these Declarations, or proposes Improvements that do not so comply, is deemed by the Architectural Review Committee, in its sole discretion, not be in the best interests of the Development or the other owners thereof, or is incompatible with the quality of construction or aesthetics of existing Improvements. The Architectural Review Committee may also base its disapproval upon one or more of the following criteria:

- (i) Adequacy of building location, including set backs.
- (ii) Adequacy of parking, and the location of parking areas.
- (iii) Harmony of the exterior portions of the Improvements with the remainder of the Improvements in the Development.
- (iv) Effect of the proposed Improvement and the use thereof upon adjacent properties.
- (v) The grades of the property, the height and elevations of the proposed Improvements and the topography and the relationship to neighboring properties.
- (vi) The location of loading docks, rubbish facilities, exterior HVAC equipment, and service areas, and the screening thereof.
- (vii) Any proposed rooftop or exterior wall mounted installations.
- (viii) Adequacy of landscaping.

(e) Commencement and Completion of Improvements. If construction or installation of the proposed Improvement is not commenced within twelve (12) months after approval by the Architectural Review Committee, the approval shall be deemed automatically revoked without further action by the Architectural Review Committee.

Once commenced, construction or installation of such Improvement shall be diligently pursued to completion and shall be completed not more than two (2) years after the date of approval of the Proposed Plans by the Architectural Review Committee.

(f) Disclaimer of Liability. Neither the Architectural Review Committee, any member thereof, or any members of the Board thereof, or any member of the Association shall be liable for any damage or loss of any nature suffered or incurred by any owner of any property in the Development, arising from any approval or disapproval by the Architectural Review Committee of any Proposed Plans. The approval by the Architectural Review Committee of any Proposed Plans shall not be deemed to constitute a representation or warranty of any nature by the Architectural Review Committee or by the Association regarding the Proposed Plans, including, but not limited to, whether the Proposed Plans comply with these Declarations or with applicable governmental laws, ordinances, regulations or codes.

6. CONSTRUCTION STANDARDS.

(a) Review of Proposed Plans. The Architectural Review Committee shall review the Proposed Plans which are required to be submitted under this Declaration for conformance with the Site Development Regulations, the Construction Standards set forth below and the remaining provisions of this Declaration. These Construction Standards shall apply to all improvements in the Development and are in addition to the any zoning regulations applicable to the Development. Any Proposed Plans must comply with both all zoning regulations, Site Development Regulations and the Construction Standards and other provisions set forth in this Declaration.

(b) Design. All buildings, structures, improvements, enclosures, landscaping, parking facilities, roads, roadways, streets, light poles, fences and any other structures shall be of a design that shall be in harmony with and shall be consistent with a planned office park environment characterized by extensive landscaping, low-rise buildings, and unified graphics and materials.

(c) Materials. The exterior materials for all buildings, including roofing materials, shall be consistent with and harmonize with the landscaping of the Development as a whole. The exterior of any structure may only be composed of brick, natural stone, architectural pre-cast concrete, glass, or exterior insulation and finish system or a combination of any of these. Other exterior materials may be used if approved by the Architectural Review Committee, which may withhold its approval at its discretion.

7. WAIVER, MODIFICATION OR AMENDMENT BY ARCHITECTURAL REVIEW COMMITTEE.

The owner of any property in the Development may petition the Architectural Review Committee to waive compliance with or grant a variance to any of the Site

Development Regulations contained in Section 2 of this Declaration and the Construction Standards set forth in Section 6 this Declaration. Subject to the limitations set forth below, and based on its reasonable discretion, the Architectural Review Committee is hereby given the power to grant such waiver or variance upon such request and upon a finding by the Architectural Review Committee that such request is in conformity with the general scheme for the development of the Development as set forth in this Declaration. Such waiver or variance shall only be effective upon a majority vote of the members of the Architectural Review Committee. Notwithstanding any other provision contained herein, if the Architectural Review Committee shall fail to approve or disapprove any such requests for waiver, variance, modification or amendment within thirty (30) days after such request has been submitted to the Architectural Review Committee, such request shall be deemed conclusively to have been disapproved unless or until the Architectural Review Committee takes further action on the same, if ever.

8. TERM AND EXTENSIONS; AMENDMENT.

(a) Duration: This Declaration, and each covenant, condition, reservation and restriction contained herein, shall continue in effect for a period of thirty (30) years from the date this Declaration is recorded in the office of the Register of Deeds of Douglas County Nebraska. Thereafter, this Declaration shall be automatically extended for successive terms of ten (10) years each, unless seventy-five percent (75%) of all of the then members of the Association, by written declaration, signed and acknowledged by them and duly recorded with the Register of Deeds for Douglas County, Nebraska, elect to terminate this Declaration effective as of the end of the then current term.

(b) Amendment: This Declaration may only be modified or amended by a written amendment signed by seventy-five percent (75%) of all of the then members of the Association.

9. ENFORCEMENT BY PROPERTY OWNERS ASSOCIATION.

(a) Notice of Default and Cure. In the event the owner of any property in the Development fails or refuses to perform any obligation of such owner under these Declarations, the Board of the Association shall notify the owner of such default. In the event such owner does not correct such default within fifteen (15) days after receipt of such notice, the Association may, but shall not be obligated to, cure such default, and the cost thereof, together with an overhead charge of 15% of the cost of such cure, shall be paid by such owner to the Association upon demand. Such costs shall be a lien upon the owners property in the same manner as an assessment for extraordinary costs as provided in Section 4(h) hereof, but shall not be subject the limitations in amount stated in such Section.

(b) Enforcement. Upon a violation or breach of any of the covenants, conditions, reservations, and restrictions set forth herein, the Association shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to

prevent the violation or breach of any of them. The failure promptly to enforce any of the covenants, conditions, reservations and restrictions contained herein shall not bar their enforcement or be deemed a waiver of any future violations. Upon the failure or refusal of the Association to enforce any of the covenants, conditions, reservations and restrictions set forth herein, any then owner of any portion of the Development shall have the right, but not the obligation, to proceed at law or equity to compel compliance therewith or to prevent or enjoin any actual or threatened violation or breach of the same.

(c) Entry Onto Property. In addition to the foregoing rights, any designated representative of the Association shall have the right, whenever there shall have been built any structure or exists any condition in the Development which is in violation of this Declaration and such violation has not been cured within thirty (30) days after written notice to the breaching party, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, payable within ten (10) days after such breaching party is billed. Any such entry and abatement or removal shall not be deemed a trespass. The cost of such abatement or removal, if not paid within such ten (10) day period, shall be a lien in favor of the Designated Representative against the breaching owner's property and, subject to the provisions of Section 4(l), may be foreclosed by the curing party in like manner as any other lien against real estate.

(d) Other Enforcement Actions. In addition to the foregoing remedies, the Association may commence an action for damages, declaratory judgment, injunctive relief or specific performance against any owner due to any breach by such owner of any covenant or obligation in these Declarations.

10. RESERVED RIGHTS OF DECLARANT.

(a) Declarant's Reserved Rights. So long as Declarant owns any undeveloped property within the Development, Declarant shall have, and hereby reserves the right: (i) to subdivide or combine any lot or lots in the Development that are owned by Declarant or to adjust the boundary lines thereof; and (ii) to construct any improvements on any portion of the Development owned by Declarant without the approval of the Committee, provided that such Improvements comply with the Site Development Regulations contained in Section 2 hereof, and the Construction Standards in Section 6 hereof.

(b) Assignment of Declarant's Rights. All of the rights, powers, duties and obligations of Declarant may be assigned to any corporation or other entity that is controlled by, under common control with, or controls Declarant, and upon such assignment, such assignee shall have and succeed to all of the rights, powers, duties and obligations of the Declarant in the same manner as if such assignee was the Declarant.

11. NOTICES.

All notices, demands, statements, and requests (collectively "**Notices**") required or permitted to be given under this Declaration must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the person to whom the Notice is addressed or if such person is not available the date such Notice is left at the address of the person to whom it is directed, (ii) on the date the Notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, and (iii) on the date the Notice is delivered by a courier service (including Federal Express, Express Mail, or similar operation) to the address of the person to whom it is directed, provided it is sent prepaid, return receipt requested. Any notice to be given to the owner of any portion of the Development may be served by leaving it at that portion of the Development. The place for delivery of any Notice hereunder may be changed by any party hereto by written notice to the other parties delivered in the manner required by this paragraph.

12. DECLARATION SHALL CONTINUE NOTWITHSTANDING BREACH.

It is expressly agreed that no breach of this Declaration shall (i) entitle any party to cancel, rescind or, otherwise terminate this Declaration, or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder by reason of any such breach.

13. EFFECT OF SALE BY OWNER.

If any owner of any portion of the Development sells its property, then after the date of sale, such owner shall have no further obligation under this Declaration with respect to such property sold; provided, however, the selling owner shall remain personally liable for any obligations incurred prior to said sale.

14. DEFAULT IN PAYMENT OF EXPENSES.

Notwithstanding any of the provisions of this Declaration, a breach of any of the conditions and covenants contained herein shall not defeat, affect or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but such conditions and covenants shall be binding and effective against any owner of any property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

15. RULE AGAINST PERPETUITIES.

In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be

effective being contrary to applicable law or prohibited by the "rule against perpetuities" or any similar law, then in that event only the term hereof shall be reduced to the maximum period of time which does not violate such law or the rule against perpetuities as set forth in the laws of the State of Nebraska.

16. WAIVER.

No delay or omission in exercising any rights, power or remedy herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein.

17. SEVERABILITY.

In the event any one or more of the foregoing covenants, conditions, reservations or restrictions is declared for any reason by a court of competent jurisdiction to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the other covenants, conditions, reservations and restrictions not specifically declared to be void or unenforceable, but all of the remaining covenants, conditions, reservations and restrictions not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

18. BENEFICIARIES.

These covenants, conditions, reservations and restrictions are made for the benefit of any and all persons who may now own, or who may in the future own, any portion of the Development. Such persons are specifically given the right to enforce these restrictions and covenants by injunction or other legal or equitable procedure, and to recover damages resulting from any violation thereof, including the cost of enforcing the same, which costs shall include court costs and reasonable attorneys' fees as permitted by law.

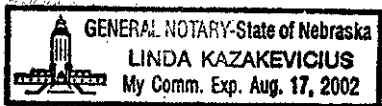
IN WITNESS WHEREOF, the parties have caused these presents to be executed at Omaha, Douglas County, Nebraska, this 19 day of June, 2002.


NEBRASKA METHODIST HEALTH SYSTEM,
INC., a Nebraska nonprofit corporation,

By: Stephen R. Row
Title: President

[illegible]

The foregoing instrument was acknowledged before me on June 19, 2002, by Stephen D. Gong, the President of Nebraska Methodist Health System, Inc., a Nebraska nonprofit corporation, on behalf of the corporation.




Notary Public

CONSENT OF THE NEBRASKA METHODIST HOSPITAL

The undersigned, The Nebraska Methodist Hospital, a Nebraska non-profit corporation, hereby consents to the foregoing Declaration and to the filing thereof in the office of the Register of Deeds of Douglas County, Nebraska, and agrees that such Declaration shall be binding on the owners of the Development and such owners' successors and assigns and shall run with the Development.

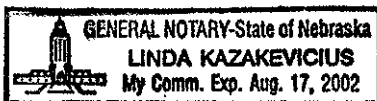
Dated this 19 day of June, 2002.

The Nebraska Methodist Hospital

By: *D. M. Faser*
Its: *President*

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on June 19, 2002, by John M. Fraser, the President of The Nebraska Methodist Hospital, a Nebraska non-profit corporation, on behalf of the corporation.



Linda Karakenicus
Notary Public

EXHIBIT "A"

5 ~~MC~~ MC-43252 3
Lots One (1) through Five (5), inclusive, Lots Eight (8) through Ten (10), inclusive and Lot Thirteen (13), West Dodge Health Campus Replat, a subdivision, as surveyed, platted and recorded, Douglas County, Nebraska,

and

2 MC-42351
Lots One (1) and Two (2), West Dodge Health Campus Replat 2, a subdivision, as surveyed, platted and recorded, Douglas County, Nebraska,

and

2 MC-42352
Lots One (1) and Two (2), West Dodge Health Campus Replat 3, a subdivision, as surveyed, platted and recorded, Douglas County, Nebraska.

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