

REVISION AND AMENDMENT TO PROTECTIVE COVENANTS  
RIVERFRONT INDUSTRIAL PARK

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned Omaha Industrial Foundation, a non-profit corporation, (OIF) was the original record owner of Lots One (1) through Nineteen (19), Riverfront Industrial Park, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, the OIF intends to develop said real estate as a regulated Industrial Park; and

WHEREAS, the OIF has placed certain restrictions and Protective Covenants upon said real estate at Book 535 Miscellaneous, Page 684, and one amendment thereto at Book 596 Miscellaneous Page 451 of the Douglas County Register of Deeds; and

WHEREAS, the OIF has sold a portion of the real estate located within Riverfront Industrial Park to the undersigned parties all of whom agree that the aforesaid Protective Covenants as amended should be revised and amended.

NOW, THEREFORE, the aforesaid restrictions and Protective Covenants are hereby revised and amended in their entirety to read as follows:

I.  
INTRODUCTION

A. DEFINITIONS: The following terms as used in these Revised Amended Protective Covenants shall be defined and shall apply to Lots One (1) through Nineteen (19), Riverfront Industrial Park as follows:

1. Landscaped (Landscaping):

An area consisting of grass, trees, shrubs, flowers, and other normal organic lawn

materials. Inorganic materials such as brick pavers, stone, pebbles, and materials used in retaining walls may be used as minor features. Smooth horizontal surfaces of asphalt or concrete are not considered landscaping.

2. Lot:

A contiguous parcel of land with identifiable boundaries (hereinafter referred to as lot lines or property lines) which is under unified ownership or control. The boundaries of a lot may or may not correspond to the boundaries of the original platted lots of Riverfront Industrial Park.

3. Loading Area:

Any area used for the purpose of maneuvering and parking motor vehicles involved in the shipment or receiving of supplies, equipment, materials, or products to the property.

4. Setback:

The actual distance between a lot line and the corresponding building line of an adjacent structure, or the extension of such building line, as measured at a 90° angle from the lot line.

(a) Front Setback.

The setback measured from and along the entire length of any lot line which is common with a public street right-of-way; except, in those situations where a lot line is common with a street right-of-way in which a paved street does not now exist and planned street construction has not been announced; or, where the right-of-way line is not parallel or nearly parallel to the existing or planned street paving; then such a setback shall be evidenced to be a side setback rather than a front setback.

(b) Side Setback:

A setback, other than a front setback, measured from and along any lot line which intersects with one or more street right-of-way; except, in those instances where a side setback is adjacent to the Union Pacific Railroad tracks, then such a setback will be

considered and be a rear setback rather than a side setback.

(c) Rear Setback.

A setback which is neither a front nor a side setback.

(d) Required Setback.

The minimum setback as established by these covenants.

5. Signs:

(a) Off-Premise Advertising Sign.

A sign which directs attention to a product or service which is not offered at the lot on which the sign is located.

(b) Off-Premise Directional Sign.

A sign designating only the name of and direction to a business or activity located on a lot other than that upon which the sign is placed.

(c) On-Premise Identification Sign:

A sign identifying the business or providing information about the use of the lot on which it is located.

(d) Temporary Sign.

A non-permanent sign advertising the availability for sale or lease of the lot or improvements on the lot on which it is located, or providing information regarding construction occurring at the lot on which it is located. Such signs must be professionally prepared and lettered, must be securely attached to the ground or building, and must be displayed so as not to be a nuisance to adjacent lot owners.

(e) Free Standing Sign:

A detached sign constructed on its own frame, mast or pole and having not more than two sign faces.

## (f) Wall Sign:

A sign attached to and projecting not more than 18 inches from the vertical side of a building.

6. Storage Area:

Any area located outside of the confines of a walled building which is used for the storage of non-motor vehicle materials, supplies, products, equipment, refuse, or other personal property.

7. Street Facade:

An exterior building wall, or any portion of an exterior building wall which is visible when viewed at a 90° angle from any point along a lot line which is common with an adjacent public street right-of-way.

8. Structure:

Anything other than landscaping, signs, or surface vehicular parking areas which is located on or attached to the ground and projects more than one (1) foot above the immediately surrounding grade.

## II.

SITE USE LIMITATIONS

All uses shall observe the City of Omaha's Municipal Code regarding odor, fumes, dust, smoke, noise, hazards by reason of danger of fire or exposure and other potential nuisances. In addition, junk yards, creosote treatment or creosote manufacturing operations, animal penning or slaughtering operations, and row crop operations shall be prohibited in the Riverfront Industrial Park.

- A. Further, in platted Lots 1, 2, 3 and 4, all uses shall observe and comply with the City of Omaha's Municipal Code uses for property zoned as I-1, First Industrial District.
- B. Further, in platted Lots 5, 6, 7 and 8 all uses shall observe and comply with the City of Omaha's Municipal Code uses for property zoned as I-1, First Industrial District.

- C. Further, in platted Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 all uses shall observe and comply with the City of Omaha's Municipal Code uses for property zoned as I-4, Fourth Industrial District.

III.  
REQUIRED SETBACK

A. Front Setback:

1. In platted Lots 1, 2, 3 and 4 there shall be a minimum required front setback of 50 feet adjacent to Abbott Drive and the Storz Expressway; and there shall be a minimum required front setback of 35 feet adjoining all other streets.
2. In platted Lots 5, 6, 7 and 8 there shall be a minimum required front setback of 50 feet adjacent to Abbott Drive; and there shall be a minimum required front setback of 35 feet adjoining all other streets.
3. In platted Lots 9 through 19, inclusive, there shall be a minimum required front setback of 50 feet adjacent to Abbott Drive; and there shall be a minimum required front setback of 35 feet adjoining all other streets.

B. Rear and Side Setbacks:

1. In platted Lots 1, 2, 3 and 4 there shall be a minimum required side and rear setback of 20 feet.
2. In platted Lots 5, 6, 7, and 8 there shall be a minimum required side setback of 10 feet; and there shall be no minimum rear setback.
3. In platted Lots 9 through 19, inclusive, there shall be a minimum required side setback of 10 feet; and there shall be no minimum rear setback.

IV.  
REQUIRED LANDSCAPING

A. Front Setback:

1. In platted Lots 1, 2, 3, and 4 a minimum of the first 30 feet of the required front setback as measured from the lot line shall be landscaped in front setbacks adjoining

Abbott Drive and Storz Expressway; in those Lots adjoining Airport Drive a minimum of the first 20 feet of the front setback as measured from the lot line shall be landscaped; and in front setbacks adjoining all other streets there shall be a minimum of the first 10 feet of the setback as measured from the lot line landscaped.

2. In platted Lots 5, 6, 7 and 8 a minimum of the first 20 feet of the front setback as measured from the lot line shall be landscaped in front setbacks adjoining Abbott Drive; and a minimum of the first 10 feet of the front setback as measured from the lot line adjoining all other streets shall be landscaped.
3. In platted Lots 9 through 19, inclusive, a minimum of the first 20 feet of the front setback as measured from the lot line shall be landscaped in front setbacks adjoining Abbott Drive; and a minimum of the first 10 feet of the front setback adjoining all other streets as measured from the lot line shall be landscaped.

B. Side Setback:

1. There shall be a minimum of ten feet landscaped.

C. Rear Setback:

1. There is no minimum amount required to be landscaped in the rear setback.

Portions of any setback not required to be landscaped may be used in any other manner so long as such use is in accordance with the provisions of these covenants.

V.  
LOADING AREAS

All loading and unloading operations and vehicle maneuvering shall be off-street. In no case shall loading and unloading be permitted in the required front or side setback areas or in a location which will interfere with ingress or egress. All

loading and maneuvering areas shall be paved with either portland cement or heavy duty asphaltic concrete.

Truck doors and loading docks are not permitted as follows:

1. In platted Lot 1 none are permitted on the Abbott Drive or Airport Drive street facade.
2. In platted Lot 2 none are permitted on the Abbott Drive or Storz Expressway street facade.
3. In platted Lots 3 and 4 none are permitted on the Airport Drive street facade.
4. In platted Lots 5, 6, 7 and 8 none are permitted on the Abbott Drive street facade.
5. In platted Lots 9 through 19, inclusive none are permitted in the Abbott Drive street facade.

VI.  
STORAGE AREAS

- A. In platted Lots 1, 2, 3, and 4 outside storage will not be permitted in any required setback; permitted outside storage areas on lots adjoining and visible at a 90° angle from any point along the Storz Expressway and/or Abbott Drive shall be 100% screened from view from the Storz Expressway and/or Abbott Drive by fences, buildings, walls, landscaping or any combination of which which produces a 100% reduction in visibility of the stored material from the Storz Expressway and/or Abbott Drive; all outside storage areas within these lots adjoining any other street and visible at a 90° angle from any point along such street or streets shall be screened with fences, buildings, walls, landscaping or any combination of which which produces a reduction in visibility of 50% from such street or streets.
- B. In platted Lots 5, 6, 7 and 8, no outside storage areas will be permitted in any required front setback; permitted outside storage areas in property adjoining and visible at a 90° angle from any point along Abbott Drive shall be 100% screened from view from Abbott Drive by fences, buildings, walls, landscaping or any combination of which produces a 100% reduction in visibility of the stored areas; all outside storage areas within these lots adjoining any other street and visible at a 90° angle from any point along such street or streets shall be screened with fences, buildings, walls, landscaping, or any combination which produces a reduction in visibility of at least 50% from such street or streets.

- C. In platted Lots 9 through 19, inclusive, no outside storage areas will be permitted in any required front setback; permitted outside storage areas in property adjoining and visible at a 90° angle from any point along Abbott Drive shall be 100% screened from view from Abbott Drive by fences, buildings, walls, landscaping or any combination of which produces a 100% reduction in visibility of the stored areas; all outside storage areas within these lots adjoining any other street and visible at a 90° angle from any point along such street or streets shall be screened with fences, buildings, walls, landscaping, or any combination which produces a reduction in visibility of at least 50% from such street or streets.

## VII.

SITE COVERAGE

- A. In platted Lots 1, 2, 3 and 4 not more than forty (40) percent of each lot shall be occupied by buildings. The combined surface area of buildings and pavement shall not exceed seventy (70) percent of the total lot area.
- B. In platted Lots 5, 6, 7, and 8 not more than fifty (50) percent of each lot shall be occupied by buildings. The combined surface area of buildings and pavement shall not exceed eighty (80) percent of the total lot area.
- C. In platted Lots 9 through 19, inclusive, not more than sixty (60) percent of each lot shall be occupied by buildings. The combined surface area of buildings and pavement shall not exceed ninety (90) percent of the total lot area.

## VII.

MAINTENANCE AND LANDSCAPING

Each lot owner will be responsible for maintenance of his property up to the edge of the pavement on the abutting street or streets, including all lawn and landscaped areas, walks, drive-ways and building exterior. That portion of each lot which is not improved through the construction of buildings, parking facilities, loading facilities, storage areas and lawn area shall be landscaped. All landscaping shall be maintained alive and in good condition at all times. All trash, litter and debris shall be kept in appropriate closed receptacles at all times, and all



such receptacles shall be screened from all public streets and adjacent lots. In no event and at no time shall any part of any lot be planted to cultivated row crops.

VIII.  
SIGNS

For each lot, only the following types of signs are permitted:

A. On-premises identification signs are permitted as follows:

1. Wall mounted signs are permitted on each street facade. Total area of such signs shall not exceed ten percent (10%) of the respective street facade wall area.
2. Along each street frontage free standing signs are permitted as follows:
  - (a) One sign not to exceed 20 feet in height for each 400 feet, or part thereof, of street frontage, or
  - (b) Two signs not to exceed ten feet in height for each 400 feet, or part thereof, of street frontage.

All such signs shall have a maximum area of 150 square feet per sign face, not more than two signs faces, and be set back at least ten feet from any lot line.

- B. Temporary signs are permitted only so long as the related activity is occurring. Such signs shall have a maximum height of 10 feet, maximum sign face of 50 square feet and be setback at least ten feet from any lot line.
- C. One off-premise directional sign is permitted on each lot with the consent of the owner of the lot upon which such sign is located. Such sign shall have a maximum height of 10 feet, maximum sign face of 32 square feet per sign face, no more than two sign faces, and must be setback a minimum of ten feet from any lot line.
- D. No flashing, rotating, animated or intermittent signs are permitted, but electronic signs intended primarily to provide information of community interest such as time and temperature, as well as commercial messages pertaining to the use of the lot are permitted.

Off-premises advertising signs are not permitted.

IX.  
PARKING FACILITIES

All vehicular parking whether customer, visitor, or employee shall be off-street. There shall be maintained on each lot facilities for parking, loading, and unloading sufficient to serve the normal requirements for the business conducted thereon without using adjacent streets; and no regular use shall be made of any lot which will attract parking in excess of the parking spaces then available. All parking areas shall be hard surfaced with either portland cement or asphaltic concrete. The width and location of driveways shall be approved by and conform to City of Omaha Standards.

- A. Further, in platted Lots 1, 2, 3 and 4 no parking except visitors and employee parking shall be allowed in any required front setback or in any setback adjoining Abbott Drive or the Storz Expressway. In all other setbacks there is no restriction on the type of parking allowed.
- B. Further, in platted Lots 5, 6, 7 and 8 and Lots 9 through 19, inclusive, no parking except visitors and employee parking shall be allowed in any required front setback.

X.  
CONSTRUCTION STANDARDS

All buildings erected shall create a creditable and acceptable appearance on all four sides. Buildings, including ancillary buildings, shall not be constructed of unfinished galvanized steel or sheet aluminum for exterior walls or roof. All appurtenant equipment, including roof mounted units, shall be screened from ground level view from any public street or any lot.

- A. Further, in platted Lots 1, 2, 3 and 4 not more than 40% of the Abbott Drive on Storz Expressway street facades of any building shall be metal; all other street facades of any building shall be not more than 70% metal.

- B. Further, in platted Lots 5, 6, 7 and 8 not more than 60% of the Abbott Drive street facade of any building shall be metal.
- C. Further, in platted Lots 9 through 19, inclusive not more than 75% of the Abbott Drive street facade of any building shall be metal.

XI.  
SUBMISSION OF PLANS

Before commencing the construction or alteration of any building, enclosure, fence, wall, loading dock, parking facility storage yard, or any other structure or permanent improvement on or to any lot, the owner shall first submit a notice of intent of construction or alteration which shall include site plans and building elevations or plans and specifications therefor to the Omaha Industrial Foundation's Executive Committee for written approval. In the event that the Foundation shall fail to approve or disapprove such building plans, specifications or site plans within thirty (30) days after they receive the notice and plans, such approval will not be required, and this covenant will be deemed to have been complied with. Notice of such plans is advisory only and OIF's receipt of notice and/or any approval or disapproval of such plans by it does not mean that OIF assumes any liability with respect to the owners compliance or noncompliance with these covenants. Omaha Industrial Foundation's Executive Committee may at its sole discretion waive any requirement of this covenant on submission of plans by written statement given to the owner. The Foundation may provide the owner with a written statement that it has complied with this covenant.

XII.  
COMPLIANCE WITH GOVERNMENT  
REGULATIONS AND MAINTENANCE

The owner of any lot shall at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and shall comply in all respects with all government, health, fire and police requirements and regulations, and such owner will remove at his own expense any rubbish or debris of any character whatsoever which may accumulate on said lot.

XIII.  
REPURCHASE

If at the expiration of two (2) years from the date of delivery of a deed from the Omaha Industrial Foundation conveying any lot lying within the Riverfront Industrial Park, any grantee, or its successor or assign, shall not have begun in good faith the construction of a permanent building upon said lot, the Omaha Industrial Foundation shall have the option to repurchase the lot for the original purchase price plus landowners verifiable out-of-pocket expenses of ownership, including closing costs, real estate taxes, special assessments, and maintenance expenses, and enter into possession thereof. This option to repurchase must be exercised in writing within two (2) years after the expiration of the two-year period following the delivery of the deed referred to above. Closing of the repurchase shall take place within sixty (60) days after exercise of the option to repurchase and shall be at the office of the Omaha Industrial Foundation or at such other place in Omaha, Nebraska, as the Foundation or its successor shall designate. Provided, however, anything in this

Article to the contrary notwithstanding, the Omaha Industrial Foundation, its successors and assigns, may extend in writing the time in which such construction may be begun or otherwise modify the conditions under which such repurchase right may be exercised. In the event of a repurchase, the Grantor shall convey the property by Warranty Deed subject only to those encumbrances specified in the original conveyance from the Omaha Industrial Foundation. Taxes for the year in which the reconveyance occurs shall be prorated to the date of reconveyance.

## XIV.

EXCEPTIONS OR MODIFICATIONS

- A. In platted Lots 1, 2, 3, and 4 exceptions and modifications to these covenants may be made in the following manner:
1. Front setback and landscaping requirements may only be modified with the consent of 66 2/3% of the other lot owners located along both sides of the effected street frontage for a distance of 100 feet past the nearest street intersection to the lot in each direction.
  2. Side and rear setback and landscaping requirement exceptions or modifications may only be granted with the consent of the abutting lot owners.
  3. Exceptions to or modifications of any other provision of these covenants shall require the consent of a majority of the other lot owners then owning property within platted Lots 1, 2, 3 and 4.
- B. In platted Lots 5, 6, 7, and 8 the following limitations and requirements shall apply to any exceptions to or modifications of these protective covenants:
1. Front setback and landscaping requirements may only be modified with the consent of 66 2/3% of the other lot owners located along both sides of the effected street frontage for a distance of 100 feet past the nearest street intersection to the lot in each direction.

2. Side and rear setback and landscaping requirement exceptions or modifications may only be granted with the consent of the abutting lot owners.
  3. Exceptions to or modifications of any other provision of these covenants shall require the consent of a majority of the other lot owners then owning property within platted Lots 5, 6, 7 and 8.
- C. In Lots platted 9 through 19, inclusive, the following limitations and requirements shall apply to any exceptions to or modifications of these protective covenants:
1. Front setback and landscaping requirements may only be modified with the consent of  $66 \frac{2}{3}\%$  of the other lot owners located along both sides of the effected street frontage for a distance of 100 feet past the nearest street intersection to the lot in each direction.
  2. Side and rear setback and landscaping requirement exceptions or modifications may only be granted with the consent of the abutting lot owners.
  3. Exceptions to or modifications of any other provision of these covenants shall require the consent of a majority of the other lot owners then owning property within platted Lots 9 through 19, inclusive.

## XV.

DURATION AND ENFORCEMENT

These Covenants run with the land and shall be binding upon all present and future owners of any part thereof until January 1, 2010, at which time they shall automatically terminate. If the parties hereto, or any of them, or their heirs, representatives, successors or assigns shall violate any of these Protective Covenants, it shall be lawful for any person or persons owning any real property covered by these Covenants, to prosecute any proceedings at law or in equity against the person so violating

or attempting such violation either to prevent him or them so doing or to recover damages or other dues for such violation, or both.

XVI.  
EXISTING IMPROVEMENTS

Any improvements, buildings or uses of the lots within Riverfront Industrial Park in existence, under construction, or for which a building permit has been issued by the appropriate authority, at the time of the filing of these revised and amended covenants are hereby approved and consented to. Any new construction or use of the lots within Riverfront Industrial Park subsequent to the filing of these amended and revised covenants shall be governed by these amended and revised covenants.

In the event an existing improvement within Riverfront Industrial Park becomes more than 50% destroyed or damaged the repair, rebuilding and subsequent use of the lot shall be consistent with and in accordance with these amended revised restrictive covenants. In the event an existing improvement is less than 50% destroyed or damaged it may be rebuilt, repaired, reconstructed and reused in accordance with its immediately prior use.

Notwithstanding any provision in this paragraph XVI to the contrary, any waiver, amendment, exception or modification to the previous covenants granted in writing by the OIF to a lot owner in Riverfront Industrial Park shall continue in effect, and not be subject to the provisions of these Revised Amended Covenants to the extent of the waiver previously granted.

XVII.  
SEVERABILITY

If any paragraph or part thereof of this instrument shall be invalid, illegal or inoperative for any reason, the remaining parts so far as possible and reasonable, shall be effective and fully operative. In situations where conflicting provisions of these protective covenants may apply the most restricted shall govern, except as provided in Article XVI hereof.

This Revision and Amendment to the Protective Covenants may be executed in several counterparts each of which shall be deemed an original of this document.

These Covenants shall apply to all of the property constituting the Riverfront Industrial Park, Lots One (1) through Nineteen (19).

OMAHA INDUSTRIAL FOUNDATION  
CORPORATE SEAL  
(CORPORATE SEAL)

OMAHA INDUSTRIAL FOUNDATION,

By Walter Kalste  
President

(CORPORATE SEAL)

OMAHA NATIONAL BANK

By Donald M. Miller  
V. President

FIRSTIER, INC.

By Alan J. Rausch  
V. President

(CORPORATE SEAL)

PETER KIEWIT SONS', COMPANY

By Henry C. Edwards  
V. President

(CORPORATE SEAL)



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 27<sup>th</sup> day of August, 1985, before me, a Notary Public in and for said county personally came Dale Te Kolste, President of the Omaha Industrial Foundation, a non-profit corporation, known to me to be the identical person whose name is affixed to the above Revision and Amendment to Protective Covenants and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.

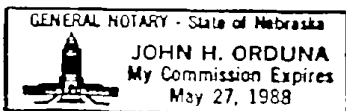


[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 27<sup>th</sup> day of August, 1985, before me, a Notary Public in and for said county personally came Donald M. Miller Vice, President of the Omaha National Bank, known to me to be the identical person whose name is affixed to the above Revision and Amendment to Protective Covenants and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.

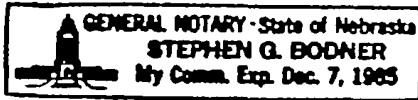


[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 28<sup>th</sup> day of August, 1985, before me, a Notary Public, in and for said county personally came Alan J. Rausch Vice, President of the Firstier, Inc., known to me to be the identical person whose name is affixed to the above Revision and Amendment to Protective Covenants and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.

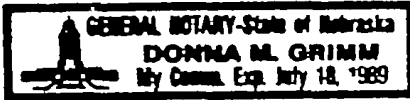


Stephen G. Bodner  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 30<sup>th</sup> day of November, 1985, before me, a Notary Public in and for said county personally came Harvey Aranson VICE, President of the Peter Kiewit Sons', Company, known to me to be the identical person whose name is affixed to the above Revision and Amendment to Protective Covenants and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.



Donna M. Grimm  
Notary Public

AIR PRODUCTS AND CHEMICALS, INC.

(CORPORATE SEAL)

BY

Keith A. Banke  
Keith A. Banke  
Director, Corporate Real Estate

HERTZ REALTY CORPORATION

BY

[Signature]  
President

MAGNOLIA METAL CORPORATION

BY

Adam M. Kordy  
President

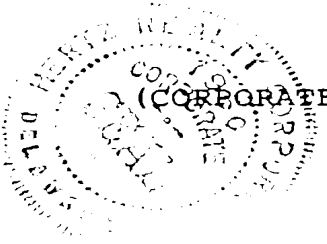
MORTON BRAIKER and CLAIRE BRAIKER

BY

Morton Braiker  
Morton Braiker

BY

Claire Braiker  
Claire Braiker



(CORPORATE SEAL)

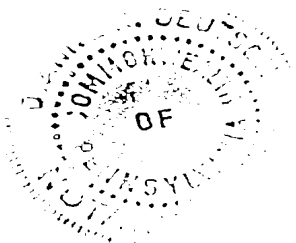


(CORPORATE SEAL)

Commonwealth  
STATE OF Pennsylvania )  
COUNTY OF Lehigh ) SS.

On this 12<sup>th</sup> day of October, 1985, before me, a Notary Public in and for said county personally came Keith A. Banke, Director, Corp. Real Estate, ~~President~~ of Air Products & Chemicals, known to me to be the identical person whose name is affixed to the above Revision and Amendment to Protective Covenants and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.



Dianne R. Deutsch  
Notary Public

DIANNE R. DEUTSCH, Notary Public  
Allentown, Lehigh Co., Pa.  
My Commission Expires Dec. 21, 1987

STATE OF NY )  
COUNTY OF NY ) SS.

On this 19th day of December, 1985, before me, a Notary Public in and for said county personally came John C. Blake, President of Hertz Realty Corporation, known to me to be the identical person whose name is affixed to the above Revision and Amendment to Protective Covenants and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.

Lillian Hirshfield  
Notary Public

LILLIAN HIRSHFIELD  
NOTARY PUBLIC, State of New York  
No. 41-4692928  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires March 30, 1987

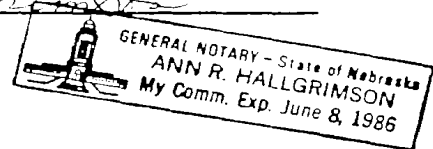


STATE OF Nebraska )  
COUNTY OF Douglas ) SS.

On this 20th day of February, 1986, before me, a Notary Public in and for said county personally came Adam M. Koslosky, President of Magnolia Metal Corporation, known to me to be the identical person whose name is affixed to the above Revision and Amendment to Protective Covenants and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.

Ann R. Hallgrimson  
Notary Public



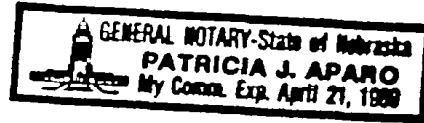
STATE OF Nebraska )  
COUNTY OF Douglas ) SS.

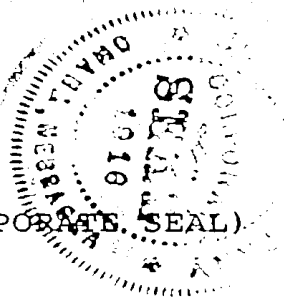
On this 4th day of April, 1985, before me, a Notary Public in and for said county personally came Morton Braiker and Claire Braiker, Morton Braiker and Claire Braiker,

known to me to be the identical persons whose names are affixed to the above Revision and Amendment to Protective Covenants and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.

*Patricia J. Aparo*  
\_\_\_\_\_  
Notary Public





(CORPORATE SEAL)

JOHN DAY COMPANY

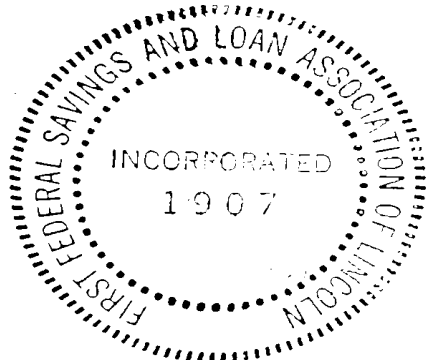
BY *Joseph W. Fonda*  
President

RAYMOND WHITBECK

BY *Raymond C. Whitbeck*  
Raymond Whitbeck

SHERRY WHITBECK

BY *Sherry Whitbeck*  
Sherry Whitbeck



(CORPORATE SEAL)

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LINCOLN

BY *Bruce W. Huey*  
VICE PRESIDENT

CENTRAL CYLINDER SERVICES, INC.

BY *Paul C. Gensch*  
President

NEBRASKA STATE BANK

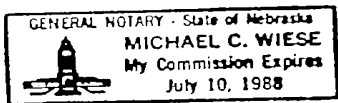
BY *Ed Shull*

STATE OF Nebraska  
COUNTY OF Douglas ) SS.

On this 4<sup>th</sup> day of February, 1985, before me, a Notary Public in and for said county personally came *Joseph W. Fonda*, President of John Day Company, known to me to be the identical person whose name is affixed to

the above Revision and Amendment to Protective Covenants and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.



[Signature]  
Notary Public

STATE OF Nebraska )  
COUNTY OF Douglas ) SS.

On this 15<sup>th</sup> day of February, 1986, before me, a Notary Public in and for said county personally came \_\_\_\_\_, Raymond Whitbeck, known to me to be the identical person whose name is affixed to the above Revision and Amendment to Protective Covenants and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.

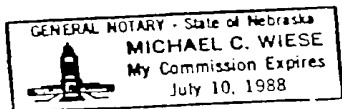


[Signature]  
Notary Public

STATE OF Nebraska )  
COUNTY OF Douglas ) SS.

On this 15<sup>th</sup> day of February, 1986, before me, a Notary Public in and for said county personally came \_\_\_\_\_, Sherry Whitbeck, known to me to be the identical person whose name is affixed to the above Revision and Amendment to Protective Covenants and acknowledged the execution of the same to be her voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.

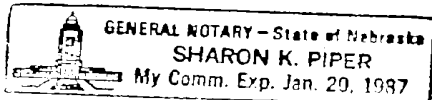


[Signature]  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

On this 21<sup>st</sup> day of FEBRUARY, 1986, before me, a Notary Public in and for said county personally came BRUCE W. HUEY, VICE PRESIDENT, of First Federal Savings and Loan Association of Lincoln, known to me to be the identical person whose name is affixed to the above Revision and Amendment to Protective Covenants and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.

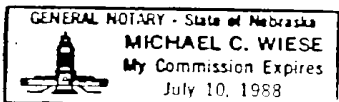


Sharon K. Piper  
Notary Public

STATE OF Nebraska )  
COUNTY OF Douglas ) SS.

On this 24<sup>th</sup> day of February, 1986, before me, a Notary Public in and for said county personally came George C. Czarnocki, President of Central Cylinder Services, Inc, known to me to be the identical person whose name is affixed to the above Revision and Amendment to Protective Covenants and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.



[Signature]  
Notary Public

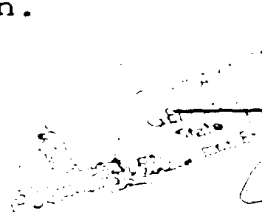
STATE OF Nebraska )  
COUNTY OF Douglas ) SS.

On this 28<sup>th</sup> day of February, 1985, before me, a Notary Public in and for said county personally came Dave Walker, of Nebraska State Bank, known to me to be the identical person whose name is affixed to the above



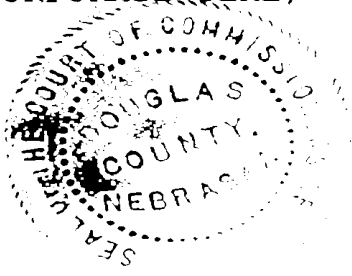
Revision and Amendment to Protective Covenants and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.

 \_\_\_\_\_  
Notary Public

TOUCHSTONE RAILWAY SUPPLY AND MANUFACTURING COMPANY

(CORPORATE SEAL)



BY T.E. Nelson  
President

DOUGLAS COUNTY NEBRASKA

BY [Signature]

NATIONAL BANK OF COMMERCE  
MEMPHIS, TENNESSEE

BY James R. G... [Signature]

STATE OF TENNESSEE )  
                                      ) SS.  
COUNTY OF MADISON )

On this 30 day of October, 1985, before me, a Notary Public in and for said county personally came T.E. NELSON, President of Touchstone Railway Supply and Manufacturing Company, known to me to be the identical person whose name is affixed to the above Revision and Amendment to Protective Covenants and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.

[Signature]  
Notary Public  
My Commission Expires 1-28-87

STATE OF NEBRASKA )  
                                      ) SS.  
COUNTY OF Douglas )

On this 4th day of FEBRUARY, 1985, before me, a Notary Public in and for said county personally came M.L. ALBERT, of Douglas County Nebraska, known to me to be the identical person whose name is affixed to the

above Revision and Amendment to Protective Covenants and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.



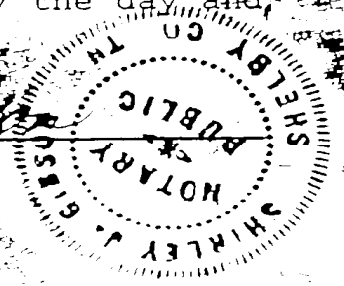
*Dorothy W. Hallac*  
Notary Public

STATE OF Tennessee )  
  ) SS.  
COUNTY OF Shelby )

On this 23rd day of December, 1985, before me, a Notary Public in and for said county personally came James R. Epley, of the National Bank of Commerce, Memphis, Tennessee, known to me to be the identical person whose name is affixed to the above Revision and Amendment to Protective Covenants and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.

*Shirley J. Gress*  
Notary Public

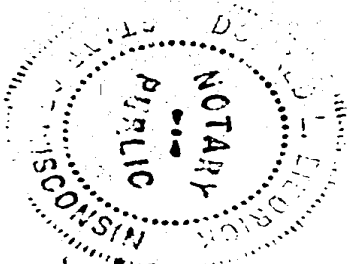


PAUL D. ALGREM,

BY

Paul D. Algrem

*Paul D. Algrem*



STATE OF WIS. )  
COUNTY OF BROWN ) SS.

On this 15<sup>th</sup> day of MAY, 1985, before me, a Notary Public in and for said county personally came Paul D. Algrem, known to me to be the identical person whose name is affixed to the above Revision and Amendment to Protective Covenants and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.

*Paul D. Algrem*

Notary Public

GEORGIA-PACIFIC CORPORATION

(CORPORATE SEAL)

BY Ronald P. Hogan  
Sr. Vice President

Handwritten initials: JPH

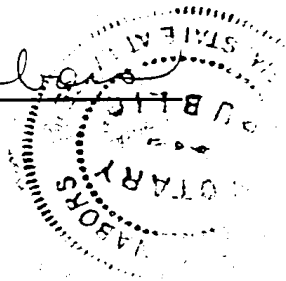
STATE OF GEORGIA )  
                                  ) SS.  
COUNTY OF FULTON )

On this 2nd day of May, 1986, before me, a Notary Public in and for said county personally came Ronald P. Hogan, Sr. Vice President of the Georgia-Pacific Corporation, known to me to be the identical person whose name is affixed to the above Revision and Amendment to Protective Covenants and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.

Jane R. Habers  
Notary Public

Notary Public, Georgia, State at Large  
My Commission Expires May 14, 1988



Handwritten mark: a small 'L' with an arrow pointing to the right.

(CORPORATE SEAL)

ATTEST  
Notary Public  
STATE OF COLORADO  
Secretary  
APPROVED AS TO LEGAL FORM:  
By: Christina R. Hoth

EQUITY OMAHA RIVERFRONT VENTURE, a Colorado general partnership  
By: BETAWEST PROPERTIES, INC., a Colorado corporation

By: David L. Sletta  
DAVID L. SLETTA  
Its PRESIDENT

~~(CORPORATE SEAL)~~

~~XXXXXXXXXXXXXXXXXX~~  
OLVERT V. NIELSEN

By: Olvert V. Nielsen  
XXXXXXXXXXXXXXXXXX

(CORPORATE SEAL)

KV INTERNATIONAL, INC.

By: Frank Kulic  
FRANK KULIC  
Its Vice President  
Vice (P)

STATE OF Colorado )  
) ss.  
COUNTY OF Denver )

On this 11th day of March, 1986, before me, a Notary Public in and for said county, personally came DAVID L. SLETTA and JOHN R. STOLLER, the President and Secretary of BetaWest Properties, Inc., known to me to be the identical persons whose names are affixed to the above Revision and Amendment to Protective Covenants and acknowledged the execution of the same to be their voluntary act and deed on behalf of Equity Omaha Riverfront Venture.

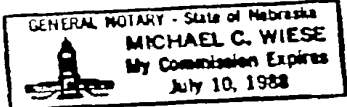
WITNESS my hand and notarial seal in said county the day and year last above written.

[Signature]  
Notary Public  
my Commission Expires 6-88  
[Notary Seal: STATE OF COLORADO, NOTARY PUBLIC, 1986]

STATE OF Nebraska )  
COUNTY OF Douglas ) ss.

On this 1<sup>st</sup> day of April, 1986, before me, a Notary Public in and for said county, personally came OLFERT V. NIELSEN, ~~XX~~ known to me to be the identical person whose name is affixed to the above Revision and Amendment to Protective Covenants and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.

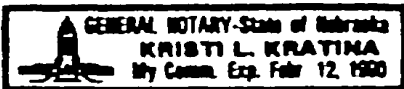


[Signature]  
Notary Public

STATE OF Nebraska )  
COUNTY OF Douglas ) ss.

On this 18 day of June, 1986, before me, a Notary Public in and for said county, personally came Frank Kuleg, u.c. President of KV International, Inc., known to me to be the identical person whose name is affixed to the above Revision and Amendment to Protective Covenants and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.



Kristi L. Kratina  
Notary Public

KVNT JOINT VENTURE,

BY Mark Kelly  
Title Vice Pres. KV Intellectual, Inc., gen. partner

BY \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF Nebraska )  
COUNTY OF Douglas ) SS.

On this 18 day of June, 1986, before me, a Notary Public in and for said county personally came Mark Kelly and \_\_\_\_\_, known to me to be the identical persons whose names are affixed to the above Revision and Amendment to Protective Covenants and acknowledge the execution of the same to be their voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.

Kristi L. Kratina  
Notary Public

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NOTARY PUBLIC



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