

\$32.80

Dan Galt

REGISTER OF DEEDS

2002 OCT 11 P 3: 58

INST NO 2002

069629

LANCASTER COUNTY, NE

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RESTRICTIVE COVENANTS

These restrictive covenants ("Covenants") are established this 10th day of October, 2002, by South Industrial Park LLC, a Nebraska limited liability company, and Security Financial Life Insurance Co., a Nebraska corporation ("Developers").

RECITALS

1. Developers are the owners as tenants in common of the following described real estate ("Property"):

Lots 1, 2, 3, and 4, Horizon Business Center 1st Addition, Lincoln, Lancaster County, Nebraska (individually, "Lot" and collectively, "Lots"); and

Outlot A, Horizon Business Center 1st Addition, Lincoln, Lancaster County, Nebraska ("Outlot A")

shown on the Administrative Final Plat for Horizon Business Center 1st Addition, filed on March 8, 2001, as Inst. No. 01-010793 with the Lancaster County Register of Deeds ("Plat") a reduced copy of the relevant portion of which is attached hereto as Exhibit "A".

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2. The Property is already subject to those Restrictive Covenants filed on September 5, 2000, as Inst. No. 2000-038888, as amended by Amendment No. 1 to Restrictive Covenants filed on June 15, 2001, as Inst. No. 2001-032738, both with the Lancaster County Register of Deeds ("Existing Covenants"), and these Covenants are not intended to alter or amend the Existing Covenants, which shall remain in full force and effect.

3. The Property is subject to Use Permit No. 117 adopted August 30, 1999, by the Lincoln City Council and all subsequent amendments thereto ("Use Permit").

4. Developer desires to establish (i) a cooperative funding mechanism for maintenance of Outlot A; and (ii) certain covenants, conditions, restrictions, and encumbrances with respect to the Lots, as covenants running with the land.

NOW, THEREFORE, in consideration of and incorporating the foregoing recitals and of the benefits accruing to each of the Lots described herein from the covenants and restrictions established hereby, Developers hereby submit the Property to the restrictive covenants contained in this document.

TERMS

1. Covenants of Developers. Developers covenant to install at their expense all initial privately-owned improvements to Outlot A, including, but not limited to, parking lots, access roads, sidewalks, lighting, and landscaping (together, the "Improvements").

2. Maintenance Covenants. Each titleholder of a Lot ("Lot Owner"), by acceptance of a deed to such Lot, hereby covenants to maintain the Improvements located on Outlot A, which covenants shall be satisfied by each Lot Owner paying that Lot's share of assessments for such maintenance to the Association (as defined below). Such maintenance shall include, but not be limited to, repair and replacement of parking areas, access roads, and sidewalks; line painting; snow removal; lawn care; gardening and landscaping; storm sewer maintenance and repair; lighting and signage replacement and repair; maintenance of adequate liability insurance in an amount not less than \$1,000,000; and commercially reasonable management fees with respect to the foregoing (the "Maintenance Covenants").

3. Administration. Horizon Business Center Association, Inc., a Nebraska nonprofit corporation of which each Lot Owner is a member (the "Association"), shall have the authority to administer the implementation of these Covenants. In so doing, the Association may (i) contract with any person (including a titleholder of one or more of the Lots) to administer, manage, and enforce the implementation of these Covenants; (ii) adopt and enforce reasonable rules and regulations governing the use of Outlot A; and/or (iii) delegate any or all of its authority to a committee comprised solely of Lot Owners or their representatives.

4. Conveyance of Outlot A. Developers shall convey Outlot A to the Association prior to the sale of three-fourths of the Lots.

5. Covenants of Lot Owners. The Lot Owners by acceptance of a deed covenant to (i) allow the encumbering of Outlot A by the Association; (ii) grant the Association and its agents a non-exclusive easement on the Property for the purpose of fulfilling the Maintenance Covenants; (iii) abide by these Covenants; and (iv) grant the Association the discretion and authority to determine how to fulfill the Maintenance Covenants.

6. Use of Outlot A. All Lot Owners and their employees, invitees, agents, and customers shall have the right to use Outlot A and shall have an easement upon Outlot A for the use thereof, which shall be appurtenant to the ownership of a Lot.

7. Allocation of Obligations; Assessments. The Association shall have the power to make annual and special assessments against the Lot Owners for costs incurred by the Association in complying with the Maintenance Covenants. Annual assessments shall be estimated by the Association, paid on a periodic basis determined by the Association, and reconciled and adjusted by the Association annually. Special assessments shall be payable upon receipt of notice of such assessment. All annual and special assessments shall (i) be the personal obligation of the Lot Owners at the time of such assessment; (ii) if not paid when due, bear interest at the rate of 12% per annum until paid; and (iii) be a lien upon the Lot assessed. Assessments shall be allocated based upon the buildable square footage of each Lot as shown on the Use Permit. Such allocations shall automatically change in the event of changes to such square footages in the Use Permit. Initially, the annual and special assessments shall be allocated as follows:

	<u>Square Feet</u>	<u>%</u>
Lot 1	10,000	25.0
Lot 2	10,000	25.0
Lot 3	10,000	25.0
Lot 4	<u>10,000</u>	<u>25.0</u>
	40,000	100

8. Enforcement. The Association, any Lot Owner, or, if the proceedings are to enforce the covenants regarding maintenance of Outlot A, the City of Lincoln, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of these Covenants. Such proceedings may be to restrain violations of these Covenants, to enforce any lien or obligation created hereby, or to recover damages. Failure of the Association, any Lot Owner, or the City to enforce any covenant, restriction, easement, reservation, lien, or other charge herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9. Severability. The invalidation of any one of these Covenants shall not affect the validity of the remaining provisions hereof.

10. Amendment. These Covenants may be amended in writing by the affirmative consent of at least three of the four Lots comprising the Property. Any such amendment shall be filed with the Lancaster County Register of Deeds in order to become effective.

(SIGNATURE PAGE FOLLOWING)

SOUTH INDUSTRIAL PARK, LLC, a
Nebraska limited liability company

By: Meadow Green, LLC, Manager

By: Donald W. Linscott
Donald W. Linscott, Manager

SECURITY FINANCIAL LIFE INSURANCE CO.,
a Nebraska corporation

By: David T. Wallman
David T. Wallman,
Senior Vice President

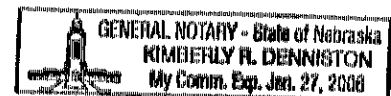
By: William R. Schmeeckle
William R. Schmeeckle,
Vice President, Chief Financial Officer

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 10th day of October, 2002, by Donald W. Linscott, Manager of Meadow Green LLC, a Nebraska limited liability company that is Manager of South Industrial Park, LLC, a Nebraska limited liability company, on behalf of both such companies.

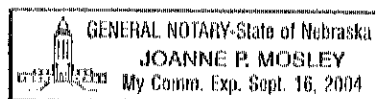
Kimberly R. Denniston
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)



The foregoing instrument was acknowledged before me this 8th day of October, 2002, by David T. Wallman, Senior Vice President, and William R. Schmeeckle, Vice President and Chief Financial Officer, of Security Financial Life Insurance Co., a Nebraska corporation, on behalf of the corporation.

Joanne P. Mosley
Notary Public



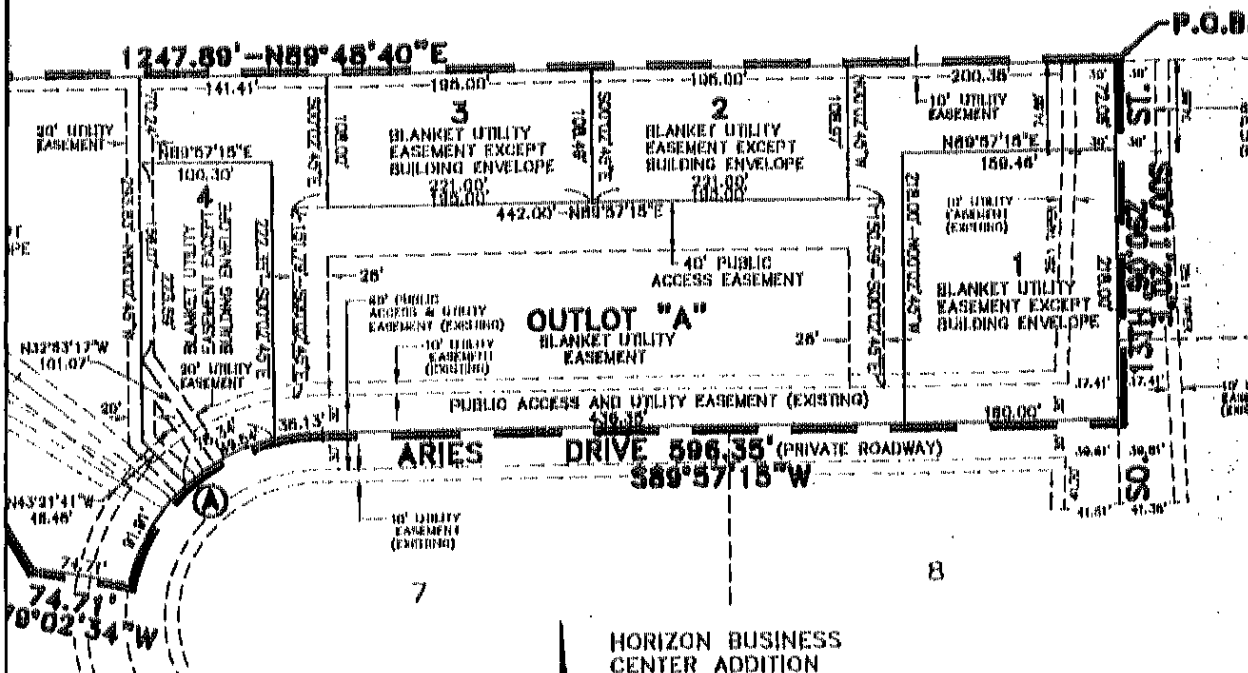
ESS CENTER ITION FINAL PLAT

Don Jolte
REGISTERED SURVEYOR
2001 MAR -0 P 12 4
LANCASTER COUNTY, PA

EXHIBIT "A"
to Restrictive Covenants
dated Sept. 2002

p. 1 of 2

LOT 40 I.T.



HORIZON BUSINESS
CENTER ADDITION

PLANNING DIRECTOR

THE PLANNING DIRECTOR, PURSUANT
HEREBY APPROVES THIS ADMINISTRATION

CURVE DATA

- ① Δ=78°59'49"
- R=150.00'
- T=123.84'
- L=206.81'
- LC=190.82'
- CB=S50°27'20"W

SCALE: 1"=100'

Don Jolte
PLANNING DIRECTOR

SHEET 1 OF 2