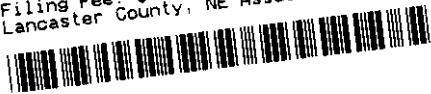


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**RESTRICTIVE COVENANTS**  
**(Northbank Junction Commercial)**

Roger H. Schwisow, Trustee of the Roger H. Schwisow Revocable Trust and Eldonna Schwisow, Trustee of the Eldonna Schwisow Revocable Trust ("Developer") are the titleholders of record of the following-described real estate:

Lots 1, 3, and 4, Northbank Junction Addition, Lincoln, Lancaster County, Nebraska.

Detweiler Properties 1, LLC (Owner) is the titleholder of record of the following described real estate:

Lot 2, Northbank Junction Addition, Lincoln, Lancaster County, Nebraska.

Lots 1, 2, 3 and 4 are referred to individually in this document as "Lot" and collectively referred to as "Properties."

The Northbank Junction Owners Association ("Association") may be incorporated in Nebraska or operate as an unincorporated association for the purpose of enforcing these Restrictive Covenants upon the Properties, administering and maintaining any Commons and providing services to its Members as provided for in these Covenants.

These covenants, easements and operating requirements ("Restrictive Covenants") are established upon the Properties.

1. **USE:** No Lot within the Properties shall be used other than for commercial purposes as allowed pursuant to Special Permit No. 2004 approved by Resolution A-84052 on September 25, 2006 ("Permit").

2. **APPROVAL OF PLANS:** Developer or its assignees shall have the exclusive right to establish grades and slopes for any Lot within the Properties and to fix the grade at which any building or other improvement shall be placed or constructed upon any Lot, in conformity with the general plan for the development of the Properties.

Plans for any building or other improvement to be placed, constructed or remodeled upon any Lot within the Properties shall be submitted to the Developer and shall show the design, size, and exterior material for the building or improvement and the plot plan for the Lot. One set of plans shall be left on permanent file with the Developer or Association. Grading of the Lot or construction, placement or remodeling of any building or improvement shall not be commenced unless written approval of the plans has been secured from the Developer.

Written approval or disapproval of the plans shall be given by the Developer within 30 days of receipt of the plans. In the event Developer fails to provide the approval or disapproval within 30 days, the plans shall be deemed to be approved. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. The Developer shall have the exclusive right to disapprove the plans, if in the Developer's opinion, the plans do not conform to the general standard of development in the Properties.

The rights and duties of the Developer under this paragraph, except as to Lots of which the Developer is the titleholder, may be assigned by the Developer in writing to the Association at any time and shall be deemed to have been assigned in the event Developer no longer is a titleholder of any Lot. The Developer or the Association may charge reasonable fees in connection with the review including fees charged by engineers or architects or others employed by Developer to review the plans.

3. **BUILDING STANDARDS.** The following general standards of development shall guide the Developer in the review of any plans for buildings submitted for approval within the Properties. These standards shall not be relied upon, interpreted or applied as absolute requirements for plan approval. The Developer shall have the right, in its sole and absolute discretion, to modify the application and interpretation of these standards when exercising its plan approval authority. The Developer shall have the right to reduce, increase or otherwise explicitly modify these standards within the Properties.

- a. **Standards.** The Developer may establish and periodically publish reasonable standards and design guidelines with respect to all buildings and other improvements on any Lot within the Properties ("Standards"). The Standards may be amended, repealed, or supplemented at any time by the Developer in its sole and absolute discretion. National or regional plans including specific building materials, and colors shall be reasonably accommodated.
- b. **Accessory Structures and Landscaping.** All accessory structures or improvements, including but not limited to fences and trash receptacle enclosures, as well as all landscaping, shall be compatible with the quality of the building on the Lot and the overall Properties development and shall be maintained in good order and an attractive condition.
- c. **Signs.** Signs shall comply with the City of Lincoln code and zoning regulations.

4. OUTSIDE STORAGE. Except as may be approved in writing by the Developer or the Association, no article of merchandise or other material shall be kept, stored, or displayed outside a building, unless it is screened by fences, walls or plantings so that it cannot be seen from any public way. In no event shall any part of any Lot be used for storage or abandonment of any property that is not screened from public view. In the event plantings of live material are used to provide screening, this provision shall be reasonably interpreted so that 100% screening is not immediately required but would occur over 3-5 years as the plant material grows and matures.

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

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

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

Class A membership shall include all members of the Association except the Developer and any successor in interest. Each Class A member of the Association shall be entitled to all the rights of membership and to one vote for each dollar of assessed tax value for the Lot through which membership is established.

Class B membership shall include only the Developer and any successor in interest. The Class B member shall be entitled to one vote more than the total of all of the Class A votes. The Class B membership may be converted to Class A membership at the option of the Class B member and shall be converted to Class A membership upon the sale of the last Lot by the Developer or its designated successor in interest.

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

8. DEFINITION OF COMMONS: Commons shall refer collectively to the common areas and common facilities described below. The common areas means the common amenities, such as water detention, conveyance and green space buffers, roadways, driveways, parking areas, drive aisles, and service and delivery vehicle access benefitting or serving more than one Lot within the Properties and common facilities means any sidewalks, benches, light

poles, monument and directional signs, landscaping, light poles and lights, shared utility service lines and utilities serving more than one Lot within the Properties.

9. CONVEYANCE OF COMMONS: Developer shall convey any Commons which may be owned in fee by the Developer to the Association, free from encumbrance, but subject to easements and restrictions then of record and any requirements of the City of Lincoln within one year after the conversion of Class B membership to Class A membership.

10. USE OF COMMONS: Each member of the Association and their invitees shall have the right to use and enjoy the Commons as may be provided by these Restrictive Covenants and as may established by the rules, regulations and requirements of the Association and shall have an easement over and upon the Commons for their intended use which shall be appurtenant to the interest requisite for membership.

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

12. FAILURE TO MAINTAIN. In the event any member fails or refuses to perform any required obligations under these Restrictive Covenants the Developer or Association after seven (7) days notice to the member in default, may perform the required work or maintenance. The actual cost of performing the work or maintenance together with an administrative fee of \$100.00 or 10% of the cost of the work, whichever is greater shall be the personal obligation of the member who is or was the owner of the Lot failing to perform their maintenance obligations, shall bear interest at the rate of 14% per annum and shall be a lien upon the Lot assessed.

13. ASSOCIATION RESPONSIBILITIES: The Association shall provide such services to its members as they may from time to time determine. These services and responsibilities of the Association shall include, but are not limited to, the following:

- a. Maintenance of Commons. The Association covenants and each member of the Association, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain the Commons to the extent requested by a majority in interest of the members. This covenant by the members shall be satisfied by the payment of annual and

special assessments for the administration, maintenance or improvement of the Commons .

- b. Private Drive. The Association may assume all liability relating to the operation of the private drive serving Lots 2, 3 and 4 within the Properties. The private drive is located upon the above Lots with an easement which runs in favor of the public and the Members. The Association may insure the private drive by obtaining commercial general liability insurance coverage in an amount acceptable to the Members and naming the Members as additional insureds.
- c. Optional Lawn, Snow and Other Services. The Association may provide to any member lawn maintenance, snow removal and other services through designated providers at the request of two or more members. The costs of these services shall be paid for only by the members requesting these services and as agreed to with the Association. Any obligation due the Association for these services shall be a special assessment.

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

15. ANNUAL ASSESSMENTS AND LIENS: Annual dues and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Association. Annual dues and special assessments shall be assessed against the members on a pro rata basis determined by the then current assessed tax value of the Lot or Lot(s) owned by a member. Any special assessment for capital improvements may be rejected at any time within 30 days of the notice of the levy by the vote of a majority of either the Class A or Class B members entitled to vote, at a regular meeting of the members or at a special meeting of the members, if notice of a special assessment is contained in the notice of the special meeting.

The members shall pay annual dues and special assessments to the Association or Managing Agent as billed. Each member's dues shall be determined on an annual basis for each fiscal year. The initial annual dues, if any, shall be established at a later date but shall be based upon the assessed tax value of the Lots within the Properties. Changes in the amount of future annual dues shall be based upon an estimate of the Association's costs for administration, maintenance and improvement of the Commons and each member shall pay the annual dues so established in advance. At the end of each fiscal year, a statement of the total year's Common's operating costs may be presented to the members of the Association and the members shall pay any excess charge to the Association within thirty (30) days of the statement.

- a. **Budgets.** The Association or Managing Agent shall prepare, approve and make available to each member a pro forma operating statement (budget) containing: (1) estimated revenue and expenses on an accrual basis; (2) the amount of any cash reserves of the Association currently available for replacement or major repair of the Commons and for contingencies; (3) an itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to, major components of the Commons; (4) a general statement setting forth the procedures used by the Association in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Commons; and (5) the cost of providing services to its members as set forth in these Restrictive Covenants.
- b. **Additional Charges:** In addition to any amounts due or any other relief or remedy obtained against a member who is delinquent in the payment of any dues or assessments, each member agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Association or Managing Agent may incur or levy in the process of collecting from each member monies due and delinquent. All Additional Charges shall be included in any judgment in any action brought to enforce collection of delinquent dues or assessments. Additional Charges shall include, but not be limited to, the following:
  - i. **Attorney's Fees:** Reasonable attorney's fees and costs incurred in the event an attorney(s) is employed to collect any dues, assessment or sum due, whether by suit or otherwise;
  - ii. **Late Charges:** A late charge in an amount to be fixed by the Association to compensate the Association for additional collection costs incurred in the event any dues, assessment or other sum is not paid when due or within any "grace" period. The late charge shall not exceed ten percent (10%) of the delinquent assessment or twenty dollars (\$20), whichever is greater.
  - iii. **Costs of Suit:** Costs of suit and court costs incurred as allowed by the court;
  - iv. **Filing Fees:** Costs of filing notice of lien in the Office of the Register of Deeds;

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


16. AMENDMENTS: These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Developer and all persons claiming under the Developer. These Restrictive Covenants may be terminated or modified, in writing, at any time by Lot titleholders controlling two-thirds or more of the voting interests in the Association.


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

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

Dated: <sup>Jan. 11 2007</sup> ~~December~~ \_\_\_\_\_, 2006.

Developer

  
Roger H. Schwisow, Trustee of the Roger H. Schwisow Revocable Trust

  
Eldonna Schwisow, Trustee of the Eldonna Schwisow Revocable Trust

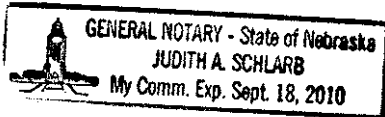
Owner

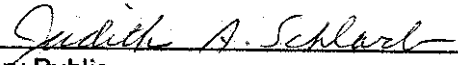
  
Gary Detweiler, member Detweiler Investments, LLC  
as member of Detweiler Properties 1, LLC

  
Beth Detweiler, member Detweiler Investments, LLC  
as member of Detweiler Properties 1, LLC

STATE OF NEBRASKA                     )  
   ) ss.  
COUNTY OF LANCASTER            )

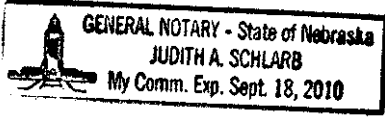
<sup>2007</sup> The foregoing instrument was acknowledged before me this 11 day of <sup>January</sup>~~December~~, ~~2006~~, by Roger H. Schwisow, Trustee of the Roger H. Schwisow Revocable Trust.

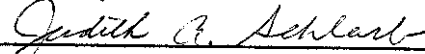


  
Notary Public

STATE OF NEBRASKA                     )  
   ) ss.  
COUNTY OF LANCASTER            )

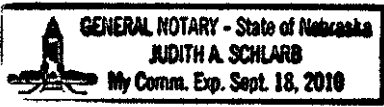
<sup>2007</sup> The foregoing instrument was acknowledged before me this 11 day of <sup>January</sup>~~December~~, ~~2006~~, by Eldonna Schwisow, Trustee of the Eldonna Schwisow Revocable Trust.

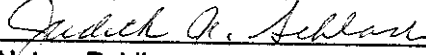


  
Notary Public

STATE OF NEBRASKA                     )  
   ) ss.  
COUNTY OF LANCASTER            )

<sup>2007</sup> The foregoing instrument was acknowledged before me this 11 day of <sup>January</sup>~~December~~, ~~2006~~, by Gary Detweiler, member Detweiler Investments, LLC as member of Detweiler Properties 1, LLC.

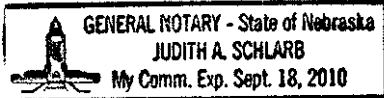


  
Notary Public



STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

*2007* The foregoing instrument was acknowledged before me this 11 day of ~~December~~ *January*, ~~2006~~, by Beth Detweiler, member Detweiler Investments, LLC as member of Detweiler Properties 1, LLC.



*Judith A. Schlarb*  
\_\_\_\_\_  
Notary Public