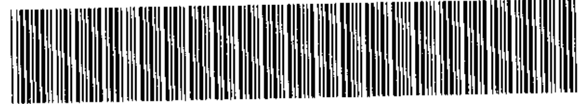

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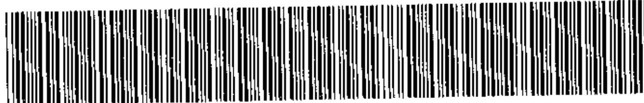

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Max J. Burbach
Koley Jessen, P.C.
One Pacific Place, Suite 800
1125 South 103rd Street
Omaha, NE 68124-1079

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
6/28/2005 14:28:01.71
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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WEST DODGE STATION, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration"), is made and entered into as of the 24 day of June, 2005, by 180 DODGE, L.L.C., an Iowa limited liability company and its successors and assigns ("Developer"), and the owners set forth on Appendix "A" attached hereto.

WITNESSETH:

WHEREAS, Developer and the owners set forth on Appendix "A" attached hereto (collectively, the "Parties") are all of the owners of the land legally described as follows:

> Lots 1 through 10; Lot 1, Replat 1; Lot 2, Replat 1; and Outlot 1, Replat 1, all in West Dodge Station, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

generally known as West Dodge Station (collectively, the "Development");

WHEREAS, the Parties hereto desire that each of the Lots included in the Development be developed in conjunction with each other pursuant to a general plan of improvement and further desire that such property be subject to the mutually beneficial covenants, conditions, and restrictions with respect to the use thereof consistent with an integrated mixed use development hereinafter set forth;

WHEREAS, by virtue of the recording of this Declaration, the Lots shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration and every grantee of any interest in any Lot or any portion thereof, by acceptance of a deed or other conveyance of such interest, and every Lot Owner of a Lot or any portion thereof, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Declaration and shall be deemed to have consented to the terms hereof; and

WHEREAS, the Parties do hereby specify, agree, designate and direct that this Declaration and all of its provisions shall be and are covenants to run with the Lots and shall be binding on the present Lot Owners and all their successors and assigns and all subsequent owners of the Lots and the improvements thereupon, together with their grantees successors, heirs, executors, administrators, devisees and assigns.

NOW, THEREFORE, in consideration of the foregoing promises and for the purpose of establishing certain easements, covenants and restrictions and a uniform plan for ingress, egress, parking, common areas, utilities and drainage, the Parties declare that the Lots shall be held and/or sold and conveyed subject to the covenants, restrictions and easements stated herein.

OC-42391 - Replat 1
Misc 116.50 OC-42390
22 822
13. v 65113.

ARTICLE I
DEFINITIONS

Section 1.1 "Association" means West Dodge Station Business Owners Association, a Nebraska not for profit corporation.

Section 1.2 "Common Areas" shall mean Outlot 1, Replat 1, and to the extent maintenance is required in the Subdivision Agreement, shall also mean the on-street parking on Cuming Street.

Section 1.3 "Development Agreement" means the certain Development Agreement for Lots 4 through 13, inclusive, and Outlot 1 of West Dodge Station dated as of September 20, 2004 between the City of Omaha and Developer, and any and all subsequent amendments thereto relating to West Dodge Station, copies of which are available from the City of Omaha. The Development Agreement includes, without limitation, use, specific improvements and other requirements for West Dodge Station.

Section 1.4 "Lot(s)" means Lots 1 through 10; Lot 1, Replat 1; Lot 2, Replat 1; and Outlot 1, Replat 1, all in West Dodge Station, or any of them, and any subsequent administrative subdivision, replat, revision or amendment thereof. All of which are a part of West Dodge Station. If any Lot is hereafter lawfully subdivided, by administrative lot split, lot line adjustment, lot combination, or otherwise, the Lot Owner of the affected Lot shall record an instrument, which shall serve as an amendment to this Declaration, with copies attached thereto of the Land Surveyor's Certificates or Replat (in the event of a replatting approved by the Omaha City Council) recorded in the records of Douglas County, Nebraska, showing such subdivision.

Section 1.5 "Lot Owner(s)" means the owner or owners of the Lots, and any person or entity which shall subsequently own all or any portion of said Lots.

Section 1.6 "Permittee(s)" means the Parties, all persons and entities from time to time entitled to the use and occupancy of the Lots under any lease, deed or other arrangement whereby such person has acquired a right to the use and occupancy of any floor area, and their respective officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees and concessionaires.

Section 1.7 "Subdivision Agreement" means and refers to that certain Subdivision Agreement by and among the Parties and Sanitary Improvement District No. 487 of Douglas County, Nebraska and the City of Omaha, a municipal corporation in the State of Nebraska pertaining to West Dodge Station Lots 1 through 13, inclusive and Outlot 1.

ARTICLE II
USE RESTRICTIONS

No Lot Owner or Permittee shall permit any use or condition of any Lot that is inconsistent with a comparable first class mixed-use development. Without limiting the generality of the foregoing, the following requirements shall apply to all Lots; and the following uses or services shall not be inconsistent with the concept of a first class mixed-use development:

Section 2.1 Zoning and Use Compliance. All uses on the Lots must conform to the lot-specific requirements provided in the Development Agreement, the Subdivision Agreement, and any subsequent amendments thereto, and to all applicable zoning regulations of any municipal body or agency with jurisdiction over the Lots.

Section 2.2 No Interference. No Owner or Permittee shall keep or maintain anything or shall permit any condition to exist upon such Lot Owner's or Permittee's Lot or cause any other condition on any Lot which materially impairs or interferes with any easement or right, of any other Lot Owner or Permittee, or otherwise materially impairs or interferes with the use and enjoyment of the other Lot Owners or Permittees of the Common Areas. No Lot Owner or Permittee shall engage in or permit any

activity which interferes with the reasonable enjoyment of any other Lot Owner or Permittee within the Development.

Section 2.3 Parking Restrictions. Each Lot Owner and Permittee shall use reasonable efforts to ensure that its Permittees do not block the public streets.

Section 2.4 Storage and Loading Areas. No materials, supplies or equipment shall be stored in or allowed to remain in any area on any Lot except inside a closed building. Notwithstanding the foregoing, during the construction of any building on a Lot, construction materials may be stored on such Lot provided such storage is lawful and accomplished in a manner reasonably designed to minimize any interference with the use and enjoyment of any existing building by any Owner(s) and Permittee(s) thereof.

Section 2.5 Water Flow. Each Owner shall be responsible for the flow of surface water over, across and off its Lot. At all times, Lot Owners shall take reasonable steps to control the surface water drainage and prevent damage resulting from surface water flowing from Lot Owner's Lot onto any adjoining Lot.

Section 2.6 Prohibited Uses. The uses of the Lots shall be consistent with this Declaration, the Development Agreement and the Subdivision Agreement, and consistent with and complimentary to uses by the other Lot Owners and Permittees in accordance with this Declaration. None of the following uses or operations shall be conducted or permitted on or with respect to all or any part of the Lots unless otherwise approved by Developer:

(a) Any public or private nuisance.

(b) Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness. Notwithstanding the foregoing, church bells shall be permitted to be rung on Lot 1 in connection with church services or other church business for as long as a church is operated on said Lot 1.

(c) Any use which emits or results in strong, unusual or offensive odors (but not such odors as shall normally emit from restaurants) fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, creates a hazardous condition, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse, other than in enclosed receptacles intended for such purpose.

(d) Any use which emits excessive quantity of dust, dirt, or fly ash; provided however, this prohibition shall not preclude the sale of soils, fertilizers, or other garden materials or building materials in containers if incident to the operation of a home improvement or other similar store.

(e) Any use which could result in, or cause fire, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks.

(f) Any operation primarily used as a storage facility, or assembly, manufacture, distillation, refining, smelting, agriculture or mining operations.

(g) Any mobile home or trailer court, auction house, labor camp, junkyard, mortuary, funeral home, stock yard or animal raising (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance). Notwithstanding the foregoing, pet shops shall be permitted.

(h) Any drilling for and/or removal of subsurface substances, except in connection with ordinary grading and construction activities.

(i) Any automobile, truck, trailer or recreational vehicle sales, rental, leasing or body and fender repair operation, except that automobile and truck sales, rental and leasing, and body and fender repair operations in connection with such uses, shall be permitted on Lot 10, and on Lot 1, Replat 1 and Lot 2, Replat 1.

(j) Any flea market and/or swap meet or second hand or surplus store.

(k) Any massage parlor, adult book shop, movie house or other establishment selling or exhibiting pornographic materials or other pornographic use; provided, however, that such restrictions shall not preclude the (i) showing of films in any first rate motion picture theater, so long as such motion picture theater does not show any picture that has received an "X-rating" from the Motion Picture Association of America or any successor to the Motion Picture Association of America which rates motion pictures, or any other pictures that are considered pornographic, and (ii) sale or rental of adult books, magazines or videos as an incidental part of the business of a general purpose bookstore or video store such as Blockbuster, which is normally found in a first class shopping center.

(l) Any tattoo parlor or any establishment selling drug related paraphernalia.

(m) Any abortion clinic or drug rehabilitation clinic.

(n) Any central laundry, dry cleaning plant, or Laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pick up and delivery by the ultimate consumer as the same may be found in a first class shopping center.

(o) Any bowling alley, pool or billiard hall, or skating rink unless otherwise approved by Developer.

(p) Any amusement or video arcade or dance hall.

(q) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to (i) governmental sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to a permitted business operation being conducted by the Lot Owner or Permittee, or (ii) the operation of any gambling facility or operation on any of Lots 5, 6, 7, 8 or 9 to the extent such gambling facility or operation is operated in compliance with all applicable laws and regulations and is otherwise operated in conjunction with and incidental to a permitted business operation on any of Lots 5, 6, 7, 8 or 9.

Section 2.7 Hazardous Material. No Lot Owner shall keep, store, produce, permit to be kept, stored or produced, on or about the Lot Owner's Lot or any improvements thereon, for use, disposal, treatment, generation, storage or sale, any substance designated as, or containing components designated as hazardous, dangerous, toxic or harmful or which may be considered a Hazardous Material and/or is subject to regulation by any federal, state or local law, regulation, statute or ordinance now or hereinafter enacted, except in compliance with applicable law, rule or regulation and in connection with a permitted use on such Lot. In addition, each Lot Owner agrees not to release or discard any Hazardous Materials on said Lot Owner's Lot or any other Lot within the Development. Notwithstanding the foregoing, a Lot Owner may store, handle and use the following chemicals, substances or materials if they are used, stored, handled and disposed of in material compliance with environmental laws then in effect: (i) chemicals, substances or materials routinely used in office areas; (ii) janitorial supplies, cleaning

fluids or other chemicals, substances or materials reasonably necessary for the day-to-day operation or maintenance of the Lot Owner's business and property or the business of any lessee of a Lot Owner; and (iii) chemicals, substances or materials reasonably necessary or the construction or repair of improvements on a Lot Owner's Lot. Each Lot Owner shall likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the Lot, the improvements and equipment on the Lot or in the improvements. In addition, each Lot Owner, at its cost and expense, shall comply with all laws, statutes, ordinances, rules and regulations of any governmental authority ("Agency") having jurisdiction thereof concerning environmental matters, including, but not limited to, any discharge into the air, waterways, sewers, soil or ground water of any substance or "pollutant". If any Lot Owner breaches the obligations stated in this paragraph, or if the presence of Hazardous Material on the Lot or improvements thereon caused or permitted by a Lot Owner results in contamination of the Lot and/or improvements, or if contamination of the Lot or improvements by Hazardous Material otherwise occurs for which a Lot Owner is legally liable to Developer or any other Lot Owner for damage resulting therefrom, then Lot Owner shall indemnify, defend and hold Developer and any such other Lot Owner harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the period during which such Lot Owner is the owner of such Lot as a result of such contamination. This Indemnification of Developer and other Lot Owners by each Lot Owner includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the respective Lot. Without limiting the foregoing, if the presence of any Hazardous Material on the Lot caused or permitted by a Lot Owner results in any contamination of the Lot and/or improvements thereon, such Lot Owner shall promptly take all actions at its sole expense as are required by applicable law to return the Lot and/or improvements to the condition existing prior to the introduction of any such Hazardous Material.

ARTICLE III
DESIGN AND CONSTRUCTION RESTRICTIONS

Section 3.1 Buildings and Improvements.

(a) Design and Plans Approval. No improvements shall be constructed, erected, expanded, or altered on the Lots until the plans and specifications for same (including site layout, exterior building materials and colors, landscaping and parking layouts) have been approved in writing by Developer. Except as detailed in this Declaration, the buildings shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible and shall in all respects be approved by Developer, such approval not to be unreasonably denied, conditioned or delayed. No building wall footings shall encroach from one Lot onto another Lot without prior written approval from Developer. The design and construction shall be first quality and in accordance with the plans approved by Developer and in complete and full compliance with (i) any and all applicable governmental requirements, all city zoning ordinances, the Development Agreement and the Subdivision Agreement, and (ii) all restrictive covenants of record encumbering the respective Lot. No building shall have a metal exterior wall system, provided, however, a building may have a pitched standing seam roof. In order to produce an architecturally compatible and unified development contemplated by this Declaration, each Lot Owner agrees to consult with the project architect designated by Developer ("Project Architect") and Developer for a reasonable period of time concerning the exterior design, color treatment and exterior materials to be used in the construction, alteration and reconstruction of all buildings and structures on its respective Lot(s) and to consider the views of the other Lot Owners with respect thereto prior to selecting the specific materials and colors for its exterior improvements. Each Lot Owner agrees to cause its respective architect to work in good faith with the Project Architect and Developer so that the buildings to be erected and constructed will have an overall cohesive and related architectural continuity and will be in harmony with the balance of the Development. Approval of the plans and specifications by Developer shall be conclusive as to a Lot Owner's compliance with this Section. The Lot Owners in the performance of their construction shall not

(i) cause any unnecessary or unreasonable increase in the cost of construction of the other Lot Owners, (ii) unreasonably interfere with any other construction being performed on the other Lots; or (iii) unreasonably impair the use, occupancy or enjoyment of the Lots or any part thereof as permitted or contemplated by this Declaration.

(b) Screening. All loading areas, docks, antennae, exterior maintenance equipment, and rooftop equipment shall be screened from public view from adjacent public streets and highways and in a manner satisfactory to the Developer. Any trash facility shall be screened from public view from adjacent public streets and highways on all four sides in a manner satisfactory to the Developer.

(c) Signs. All signs shall be in compliance with any and all governmental requirements, zoning ordinances, the Development Agreement and Subdivision Agreement.

(d) General. Persons using the Common Area in accordance with this Declaration shall not be charged any fee for such use. The Lot Owner(s) and Developer agree that the Common Area shall be maintained as such and shall not be fenced or otherwise obstructed and shall be kept open at all times for the free use thereof as intended.

Section 3.2 Indemnification During Construction. Each Lot Owner, ("Indemnitor") covenants and agrees to indemnify, defend, and hold harmless Developer and the other Lot Owners ("Indemnitees") from and against all claims and all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with all claims, including any action or proceedings brought thereon, arising from its construction activities or construction operations on a Lot. The Lot Owners (each, a "Constructing Owner") shall pay all reasonable costs and expenses, including reasonable attorneys' fees, incurred by any other Lot Owner due to damage to the other Lot arising from or related to such Constructing Owner's construction operations at such Constructing Owner's Lot. No Constructing Owner shall materially obstruct the free flow of pedestrian or vehicular traffic upon and across any other Lot during any period of construction at such Lot or at any time thereafter. During such period of construction, such Constructing Owner shall cause the driveways and roads to be maintained free of all materials and supplies arising out of or resulting from such Constructing Owner's construction and otherwise in a neat and orderly condition undisturbed from such Constructing Owner's construction operations. Any vehicle or equipment used in such construction or any materials used in such construction shall be parked or stored only on an area within such Constructing Owner's Lot. Each Constructing Owner shall defend, indemnify and hold harmless each other Lot owner and its tenants and occupants from and against any and all loss, cost, damage, liability, claim or expense (including, without limitation, reasonable attorneys' fees and costs) arising from or relating to such Constructing Owner's construction operations. All construction operations at such Constructing Owner's Lot shall be performed in a good and workmanlike manner, free of construction or mechanics liens, in accordance with all laws, rules, regulations and requirements and any rules and regulations promulgated by Developer with regard to such Lot Owner's construction. No Constructing Owner shall permit or suffer any mechanic's liens claims to be filed or otherwise asserted against any other Lot in connection with such Constructing Owner's construction operations, and shall promptly discharge the same in case of the filing of any claims for liens or proceedings for the enforcement thereof, or in the event such Constructing Owner in good faith desires to contest the validity or amount of any mechanic's lien, such Constructing Owner shall have the right to contest the validity or amount of any such mechanic's lien, provided that (i) such Constructing Owner deposits with the owner of the Lot affected by such mechanic's lien cash or a letter of credit or other security reasonably acceptable to such affected Lot Owner in an amount equal to one hundred fifty percent (150%) of the amount of said lien to insure payment and prevent any sale or forfeiture of any part of the affected Lot by reason of nonpayment; (ii) neither the affected Lot nor any part thereof or interest therein would be in any substantial danger of being sold, forfeited, or lost, (iii) such affected Lot Owner would not be in any substantial danger of any civil or criminal liability for failure to comply therewith; and (iv) such Constructing Owner promptly notifies such affected Lot owner, in writing, of such contest. Any such contest shall be prosecuted with due diligence and such Constructing Owner shall promptly after the final determination thereof pay the amount of any such lien, together with all interest, penalties and other costs payable in connection therewith. Any such letter of credit deposited hereunder shall be issued by a national or state-

chartered bank reasonably acceptable to such affected Lot owner. Each Constructing Owner and its tenants and their respective contractors and subcontractors shall be solely responsible for the transportation, safekeeping and storage of materials and equipment used in connection with such Constructing Owner's construction operations, and for the removal of waste and debris resulting therefrom. In the event any Constructing Owner's construction operations damage the condition of any portion of the Development, such Constructing Owner shall restore the Development, or part thereof, to its condition existing prior to commencement of such Constructing Owner's construction operations, including without limitation, any filing and compacting of all excavations, repaving of paved areas and replacement of landscaping. No such construction operations shall result in a labor dispute or encourage labor disharmony.

ARTICLE IV
MAINTENANCE AND INSURANCE

Section 4.1 Maintenance of the Development.

(a) Maintenance. All maintenance of the Common Areas shall initially be provided by the Developer in accordance with this Declaration and the Maintenance Obligations as hereinafter defined. The Developer reserves the right to assign the Maintenance Obligations to the Association. As to all Common Areas, the Developer or its assignee shall complete the following maintenance (collectively the "Maintenance Obligations"):

(1) Landscaping Maintenance. Maintain the Common Areas including but not limited to the costs of maintenance, removal of debris, and landscaping, and any other costs incurred in Developer's reasonable judgment, to maintain such Common Areas in a condition reasonably required to insure necessary aesthetics in Developer's reasonable discretion;

(2) Self Help Maintenance by Developer. If Developer considers reasonably necessary any repairs, maintenance, renewals or replacements required by the provisions of this Section to be made or provided by the Lot Owners, Developer may request in writing that the Lot Owner make such repairs or perform such maintenance or provide such renewal or replacements, and, upon Lot Owner's failure or refusal to do so within ten (10) days from the date of such written request (plus such additional reasonable time as is necessary if the Lot Owner is exercising due diligence), Developer shall have the right (but shall not be obligated), either itself or through a third-party contractor, to make such repair, perform such maintenance or provide such renewal or replacement (Lot Owner hereby waiving any damage caused thereby including, without limitation, any damage caused by any such third-party contractor engaged by Developer to perform such work); thereupon, Lot Owner shall, at Developer's election on demand pay (or reimburse Developer for) the reasonable cost thereby incurred by Developer; and in addition, if not paid within twenty (20) days of such demand, Lot Owner shall pay Developer, upon demand, interest at the annual rate of fifteen percent (15%) and a penalty of 10 cents ($.10) per each dollar expended by Developer.

Section 4.2 Assessments for Costs of Developer Maintenance of Common Areas. Developer, or the assignee of Developer, may levy reasonable assessments against the Lot Owners, their successors and assigns, computed as detailed in the Section below, for their respective share of such amount as is sufficient to reimburse Developer for every cost for maintenance and insurance (plus a management fee of fifteen percent (15%) of such costs) (hereafter, "CAM Expenses"). Each Lot Owner shall pay to Developer its proportionate share of CAM Expenses, as hereinafter defined.

(a) Computation of Assessment. Each Lot Owner's assessment (hereinafter the "Assessment") shall be computed by multiplying the CAM Expense by the following:

As to the Lots (other than Outlot 1, Replat 1): a fraction, the numerator of which is the square footage of the respective Lot and the denominator of which is the total square footage of all of the Lots (other than Outlot 1, Replat 1) in the Development.

(b) Payment of CAM Expenses. The Assessments due from each Lot Owner shall be paid in monthly installments on the first day of each calendar month in advance, in an amount reasonably estimated by Developer. Developer shall have the right, exercisable by notice from Developer to a Lot Owner at any time to require such Lot Owner to pay to Developer as such Lot Owner's proportionate share of CAM Expenses a different sum of money than reasonably estimated based upon costs actually incurred as CAM Expenses. In the event Developer shall have given notice to a Lot Owner of the changed amount then, commencing on the date designated by Developer and continuing for the balance of the period during the Term of this Declaration, as hereinafter defined, indicated by Developer, such Lot Owner shall pay Developer monthly on the first day of each month, in advance, one-twelfth (1/12) of the amount so estimated by Developer. Within ninety (90) days after the end of each calendar year, Developer shall furnish each Lot Owner with a statement in reasonable detail summarizing the actual CAM Expenses for the preceding calendar year and setting forth the method by which each Lot Owner's proportionate share was determined as herein provided. If the aggregate of the Lot Owner's monthly proportionate share paid by a Lot Owner during any year exceeds the amount which is actually due by a Lot Owner as provided herein, the difference shall be credited against the next succeeding monthly proportionate share payments to be made by such Lot Owner under this Section. In the event the amount paid by a Lot Owner shall be less than its proportionate share, then such Lot Owner shall pay the remaining balance within thirty (30) days after such notice is furnished.

Section 4.3 Insurance. Each Lot Owner shall procure insurance for its Lot in accordance with the Insurance Standards.

(a) Insurance Standards.

(1) Approved Insurers: Each Lot Owner shall carry (or cause to be carried) with financially responsible insurance companies meeting the standards set forth in this Section and authorized to do business in the State, commercial general liability insurance covering its legal liability in connection with claims for personal injury or death and property damage incurred upon or about its Lot(s) and within any improvements constructed on its Lot in accordance with the requirements of this Section. Developer shall be shown as an additional insured on each Lot Owner's commercial general liability insurance for personal injury or death and property damage incurred on its Lot.

(2) Insurance Requirements. All policies of insurance required under this Section shall be issued by financially responsible insurance companies qualified to do business in the State. Certificates of such policies shall be delivered to Developer upon request for the same promptly after the request. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by the Lot Owner responsible for the same in a like manner and to like extent with no lapse in coverage. All public liability, property damage and other casualty policies shall be written as primary policies, not contributing with or secondary to coverage which the other Lot Owners may carry. Developer may require increased amounts of insurance be carried by any Lot Owner pursuant to this Declaration and other reasonable types of insurance coverage in reasonable amounts may be required; provided, however, (i) no such increases shall be required more than once in every five (5) year period and (ii) in no event shall such increased amounts of insurance be in excess of that required by prudent developers of comparable first class shopping centers in the City.

(3) Casualty Coverage. Commencing as of the date the Lot Owner of a Lot commences construction, and thereafter for the Term of this Declaration, as hereinafter defined, each Lot Owner shall carry property insurance on an all risk basis on its respective improvements in an amount sufficient to avoid the effect of any coinsurance provisions of such policies and in any event in an amount not less than the full replacement value of such improvements; excluding, in each case, foundation, footing and excavation costs, with reasonable deductibles, and otherwise in accordance with the requirements set forth in this Section.

Section 4.4 Real Property Taxes. To the fullest extent possible, real estate taxes and general and special assessments (collectively, "Real Property Taxes") levied and assessed against any Lot shall be separately assessed by the taxing authority and paid by the Lot Owner, unless and to the extent that Developer has, in connection with the sale of any Lot, agreed to pay special assessments for construction of public improvements in the Development. Each Lot Owner shall pay or cause to be paid on or before the date such taxes become delinquent, all such taxes levied and assessed on its Lot and any improvements thereon. Such Real Property Taxes may be paid in installments where installments are permitted by the taxing authorities. In addition to Real Property Taxes, each Lot Owner shall cause to be paid before delinquency all taxes (including sales and use taxes), assessments, license fees and public charges levied, assessed or imposed upon the business operations on its Lot(s) as well as upon the merchandise, inventory, furniture, fixtures, equipment and other personal property of such businesses. In the event any such items of property of any Lot Owner other than Developer are assessed with property of Developer, such assessment shall be equitably divided between Developer and such other Lot Owner by Developer, after consultation with such other Lot Owner. Notwithstanding the foregoing, the Real Property Taxes assessed against Outlot 1, Replat 1 shall be considered CAM Expenses for the purposes of this Declaration. Developer, as the Lot Owner of Outlot 1, Replat 1, shall pay such taxes as set forth herein and the costs of same shall be reimbursed to Developer by including such costs in the CAM Expenses set forth herein.

Section 4.5 Damage or Destruction. In the event of damage or destruction of any improvements erected or placed on any Lot, whether by fire or other casualty, the Lot Owner shall take such action as may be required under applicable municipal ordinances and other laws, rules and regulations with respect to any such damage or destruction. The Lot Owner shall also be obligated to promptly remove all debris resulting from such damage or destruction and take such action as is necessary to return its property and Lot to a visually acceptable, neat, safe condition. If the Lot Owner fails to remove all such debris or take such action as is necessary to place the property in a safe condition within seventy-two (72) hours following such damage or destruction, or if such debris cannot be removed or property returned to a safe condition within such 72-hour period, to commence such removal or commence such other action as necessary to return the property to a safe condition within such seventy-two 72-hour period, or as soon thereafter as practicable taking into consideration the nature and extent of the damage or destruction, and diligently pursue same until completion, Developer shall have the right (but no obligation) to do so, whereupon Lot Owner shall be liable to pay Developer upon demand, the reasonable cost and expense incurred by Developer, including interest at fifteen percent (15%) and a reasonable management fee not to exceed ten percent (10%). Although no transfer of ownership shall be deemed to have occurred as a result of such Party's election not to restore its property, said area shall be treated as Common Area and shall be maintained and insured by Developer as such with such costs of maintenance and insurance being recoverable from the Lot Owner and, if not paid within twenty (20) days of such demand, Lot Owner shall pay Developer interest at the annual rate of fifteen percent (15%) and a penalty of 10 cents ($.10) per each dollar expended by Developer until such time as said Party may elect to rebuild thereon. In connection with Developer's maintenance of such unrestored area, Developer and Developer's employees, agents and contractors are hereby granted a license by such Party to enter onto such unrestored area in connection with the maintenance thereof in accordance with this Declaration.

Section 4.6 Indemnity. Each Lot Owner hereby agrees to indemnify, defend and hold harmless Developer and all other Lot Owners from and against all claims and all costs, expenses, damages and liabilities (including reasonable attorneys' fees) incurred in connection with such claims, including any action or proceedings, arising from or as a result of: (i) a negligent act or omission of such

Lot Owner, its agents, servants, employees or contractors, to the extent any claims, death, accidents, injuries, loss or damages arises or results from the negligent act or omission of the Lot Owner or Developer, whichever is seeking indemnification, or their agents, servants, employees or contractors.

Section 4.7 Waiver of Subrogation. Each Lot Owner (including the Developer) hereby waives (the "Waiving Party") any rights the Waiving Party may have against the Developer or other Lot Owners (including but not limited to a direct action for damages) on account of any loss or damage suffered by the Waiving Party (whether or not such loss or damage is caused by the fault, negligence or other tortious conduct, acts or omissions of the Developer or other Lot Owners or their respective officers, directors, employees, agents, contractors or invitees), to their respective property, respective Lots and the improvements thereon, its contents or to any other portion of the same arising from any risk covered by or which could be covered by the forms and type of property insurance required to be carried by the Developer or Lot Owners, respectively, under this Declaration. The Lot Owners hereto each, on behalf of their respective insurance companies insuring the property of such Lot Owners against any such loss, waive any right of subrogation that such Lot Owners or the respective insurers may have against the other or their respective officers, directors, employees, agents, contractors or invitees and all rights of their respective insurance companies based upon an assignment from its insured. Each Lot Owner agrees to give each such insurance company written notification of the terms of the mutual waivers contained in this Section and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance coverage by reason of said waivers. The foregoing wavier shall be effective whether or not the Lot Owners maintain the required insurance or given written notice of the waivers contained herein to their insurance companies.

ARTICLE V
OWNER'S ASSOCIATION

Section 5.1 The Association. The West Dodge Station Business Owners Association is hereby created, which shall administer, insure, operate, manage, control, maintain, repair, rebuild and restore all of the Common Areas for the mutual benefit of all Lot Owners, so that the Common Areas stay clean, safe, in good repair and operating order, and consistent with the overall quality of the Development. The Association shall have the authority to provide services affecting portions of the Common Areas consistent with the overall character and use of the Development, provided that such services are for the mutual benefit of all of the Lot Owners and are not provided by the Developer or any individual Lot Owner, or to grant licenses or concessions for the provision of such services, and to charge reasonable fees for such services, licenses or concessions. Any amounts received by the Association from fees, licenses, concessions and other sources shall be held and used by the Association for the benefit of the Lot Owners pursuant to such rules, resolutions or regulations as the Association may adopt.

Section 5.2 By the Developer. At the time the Developer assigns its rights and duties to the Association, Developer shall have no continuing liability or obligation (a) for any repair, maintenance, operating, insuring, replacement or restoration of any of the Common Areas or (b) to levy assessments for Common Areas Charges (as defined in Section 5.5 below), all of which shall be the continuing obligation and liability of the Association in accordance with the provisions of this Declaration.

Section 5.3 Membership and Voting. Each Lot Owner shall be a "Member" of this Association. Membership shall be appurtenant to ownership of any Lot, and may not be separated from ownership of each Lot. Each Member, whether one or more persons and entities, shall have a number of votes equal to the ratio such Owner's Lot or Lots represents in relation to the land area of the Development, which is initially described on Exhibit "A" attached hereto and incorporated herein by this reference (i.e., the Owner of 5% of the land area of the Development shall be entitled to 5 votes), on each matter properly coming before the Members of the Association.

Section 5.4 Purposes and Responsibilities. The Association shall have 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 Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

(a) The acquisition, development, maintenance, repair, replacement, operation and administration of Common Areas, and the enforcement of the rules and regulations relating to the Common Areas and the Development.

(b) The landscaping, mowing, watering, repair and replacement of the Common Areas.

(c) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

(d) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment and purchase of insurance, if necessary, covering any Common Areas against property damage and casualty, and purchase of liability insurance coverages for the Association, the directors or officers of the Association, if any, and the Association Members.

(e) 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.

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

(g) The deposit, investment and reinvestment of Association funds in interest-bearing bank accounts (if possible), money market funds or accounts, certificates of deposit or similar investments in which principal is not diminished.

(h) The employment of professionals and consultants to advise and assist the officers and directors of the Association in the performance of their duties and responsibilities for the Association.

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

Section 5.5 Common Fees and Expenses. Each Parcel shall be subject to an assessment for, and each Lot Owner shall be obligated to pay its share of all expenses incurred by the Association in administrating, operating, managing, maintaining, repairing, rebuilding, replacing, restoring and insuring the Common Areas as provided herein ("Common Areas Charge"). Each Lot Owner's share of Common Areas Charges shall be as designated on Exhibit "A" attached hereto and incorporated herein by this reference and shall be reasonably estimated in advance by the Association, at the annual meeting of the Association, and such estimate shall be paid in equal monthly installments on or before the first day of each calendar month. Each Lot Owner shall pay to the Association, on demand the amount, if any, equal to the amount by which the Lot Owner's share of the actual expenses in any particular month exceeds the Lot Owner's share of the estimated expenses. Any excess amounts paid during a calendar year shall be credited towards the amounts payable in the following year. Each Lot Owner's share shall be equivalent to its respective voting share described in Section 5.3. The books and records of the Association shall be open to any Lot Owner to review and/or audit at any reasonable time, and Lot Owners shall have any overages returned if errors, discrepancies or other miscalculations are found. Each year, or upon request from time to time, the Association shall provide a written statement of the receipt and disbursements and current account balances of the Association and each owner to any Lot Owner(s) who request such statement.

Section 5.6 Liens. The Common Areas Charge shall be the obligation of each Lot Owner at the time when the Common Areas Charge first becomes due and payable. The Common Areas Charge, together with interest at the rate of 1.5% per month thereon, costs and reasonable attorneys' fees, if not paid within thirty (30) days from receipt of invoice, shall also be a charge and continuing lien upon the Lot against which the Common Areas Charge is charged. The obligation for delinquent Common Areas Charges shall not pass as a personal liability to the successor in title to the Lot Owner at the time the Common Areas Charge become delinquent unless such Common Areas Charge are expressly assumed by the successors, but all successors shall take title subject to the lien for such Common Areas Charge, and shall be bound to inquire of the Association as to the amount of any unpaid Common Areas Charge.

Section 5.7 Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of Common Areas Charge which is not paid when due (within thirty (30) days of receipt of invoice from the Association) shall be delinquent. Delinquent Common Areas Charges shall bear interest from the due date at the rate of 1.5% per month. The Association may bring an action at law against any Lot Owner obligated to pay the same, or foreclose the lien against the Lot(s), and pursue any other legal or equitable remedy. The Association shall be entitled to recover as part of the action, and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Lot Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Areas or abandonment of its Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Lot Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

Section 5.8 Subordination of the Lien to Mortgagee. The lien of Common Areas Charge provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for an improvements or purchase money loan. Sale or transfer of any Parcel shall not affect or terminate the Common Areas Charge lien.

ARTICLE VI
DEFAULT AND REMEDIES

Section 6.1 Default and Remedies.

(a) Notice and Cure. A default shall occur under this Declaration if any party (a "Defaulting Party") shall fail to perform any of the terms, provisions, covenants or conditions to be performed or complied with by the Defaulting Party pursuant to this Declaration and any such failure (except as to emergencies or as to snow removal) shall remain uncured for a period of thirty (30) days after the other party (the "Non-Defaulting Party") shall have served upon the Defaulting Party written notice of such failure; provided that no default shall occur if: (i) the default is of such character as reasonably to require more than thirty (30) days to cure and the Defaulting Party shall commence to cure such default within said thirty (30) day period and shall continuously and diligently cure such default after commencing such cure; or (ii) a separate notice and remedy provision is specifically provided elsewhere in this Declaration for such default and the Defaulting Party complies with and cures under said provision. Notwithstanding the foregoing, if the failure of the Defaulting Party relates to a matter which is of an emergency nature involving immediate threat of damage or injury to persons or property or a failure of the Defaulting Party to remove snow from the parking areas, then (i) the Non-Defaulting Party, at its option, may perform any such term, provision, covenant, or condition, or make any such payment required to cure such emergency provided that the Non-Defaulting Party provides the Defaulting Party with notice of such failure within 24 hours after the Non-Defaulting Party discovers the same, (ii) the Defaulting Party shall promptly reimburse the Non-Defaulting Party for all such expenses and costs incurred and (iii) the Non-Defaulting Party shall not be liable or responsible for any loss or damage resulting to the Defaulting Party or anyone claiming under the Defaulting Party on account of such cure.

(b) Default Interest. Interest shall accrue on sums owed by a Defaulting Party to a Non-Defaulting Party and shall be payable from the date any such sum first became due hereunder until paid in full, at a rate of interest (the "Default Rate") equal to the lesser of: (a) the floating rate which is equal to four percent (4%) per annum in excess of the annual rate of interest from time to time announced by the largest federally insured bank in the city (or such other bank as may reasonably be selected by Developer), as its corporate base rate or so called prime rate of interest, or (b) the then maximum lawful rate of interest in the State applicable to the capacity of the Defaulting Party and the nature of the debt. In the event a corporate base rate is not announced, and no maximum lawful rate applies, then the Default Rate shall equal eighteen percent (18%) per annum.

(c) Additional Remedies. The Non-Defaulting Party may offset any sums due to the Defaulting Party (an "Offset") pursuant to this Declaration. Any Offset pursuant to the provisions of this Subsection shall not constitute a default in the payment thereof unless the Non-Defaulting Party taking such offset shall fail to pay the amount of such Offset of the Defaulting Party within thirty (30) days after final adjudication that such Offset is owing to the Defaulting Party and thus was improperly deducted. The right to Offset given in this Subsection is for the sole protection of the Non-Defaulting Party, and its existence shall not release the Defaulting Party from the obligation to perform the terms, provisions, covenants and conditions herein provided to be performed thereby or deprive the Non-Defaulting Party of any legal rights. In addition, in the event of a breach, or attempted or threatened breach, of any terms, provisions, covenants or conditions of this Declaration, the Non-Defaulting Party shall be entitled, in addition to any of the foregoing rights, to full and adequate relief by injunction, damages, and all other available legal and equitable remedies from the consequences of such breach.

ARTICLE VII
AMENDMENTS, DURATION AND TERMINATION

Section 7.1 Amendment, Modification. This Declaration may be amended by Developer, or any person, firm, corporation, partnership, or entity designated in writing by Developer, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof, provided however, that such amendment shall not materially alter the rights, benefits or duties of any other Lot Owner of a Lot at that time. Thereafter this Declaration may be amended by an instrument signed by the Lot Owners of not less than seventy-five percent (75%) of the land area covered by this Declaration. All such amendments or waivers must be in writing and recorded in the Register of Deeds of Douglas County, Nebraska, as a modification to this Declaration.

Section 7.2 Termination. The Declaration herein shall not be terminated except with the written acknowledgment and consent of the Lot Owners of not less than seventy-five percent (75%) of the land area covered by this Declaration, and such termination shall be effective when duly recorded in the office of the Register of Deeds of Douglas County, Nebraska.

Section 7.3 Unless otherwise canceled or terminated, this Declaration and all of the easements, covenants, restrictions, rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof or such earlier date as may be required in order that this Declaration shall be invalidated or be subject to invalidation by reason of a limitation imposed by law or the duration thereof. Notwithstanding the foregoing, this Declaration shall be automatically extended for successive terms of ten (10) years each unless, on or before the expiration of the Initial Term or any subsequent term of ten (10) years, seventy-five percent (75%) of the then Lot Owners and the holders of all notes secured by mortgages encumbering any of the Lots, or any part thereof, shall duly execute and file in the office of the Register of Deeds of Douglas County, a declaration wherein said owners and noteholders shall agree that said covenants, restrictions, rights and privileges shall be amended, modified or terminated in whole or in part. Except as otherwise provided herein, any amendment or modification to this Declaration shall require the written consent of Developer and the Lot Owner(s) of any Lot(s) affected by such amendment or modification. Upon such unanimous consent,

said covenants, restrictions, rights and privileges may be so amended, modified or terminated as the Parties may so agree.

ARTICLE VIII
MISCELLANEOUS

Section 8.1 Future Subdivision. Notwithstanding anything to the contrary contained in this Declaration, no Lot Owner, other than Developer, shall have the right, without Developer's consent which shall not be unreasonably withheld, to further subdivide a Lot or add additional land to a Lot or to the Development. Until such time as an individual Lot is conveyed to a successor Lot Owner, Developer, in its sole discretion without joinder of any other party, reserves the right to: (i) adjust, make a Lot larger or smaller, (ii) redefine the location of a Lot and the perimeter lot lines of said Lot, (iii) change the configuration of parking, traffic islands and landscaping within said Lots, (iv) add or remove land to or from said Lots, and (v) make such other reasonable changes as shall accommodate the potential users of such Lot and/or the Development as provided in this Section, Developer shall have the right to amend this Declaration to reflect such change, without approval or joinder of any other party.

Section 8.2 Eminent Domain.

(a) Owner's Right to Award. Nothing herein shall be construed to give any Lot Owner any interest in any award or payment made to another Lot Owner in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's Lot or giving the public or any government any rights in said Lot. In the event of any exercise of eminent domain or transfer in lieu thereof any part of the Common Area, including the Lots, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other portion of the Common Areas.

(b) Collateral Claims. All other owners of the Common Area may file collateral claims with the condemning authority for their losses which are separate from improvements taken from another owner.

(c) Permittee's Claim. Nothing in this paragraph shall prevent a Permittee from making a claim against an owner pursuant to the provisions of any lease between Permittee and Lot Owner for all or a portion of any such award or payment.

Section 8.3 Release from Liability. Any person or entity acquiring fee or leasehold title to the Lots, or any portion of the Lots, shall be bound by this Declaration only as to the Lot or portion of the Lot acquired by such person or entity. In addition, except to the extent expressly stated in this Declaration to the contrary, such person or entity shall be bound by this Declaration only during the period such person or entity or Developer is the fee or leasehold owner, except as to obligations, liabilities, or responsibilities that accrue during said period of ownership. Although persons may be released under this paragraph, the easements, covenants, and restrictions in this Declaration shall continue to be benefits to and servitudes upon said Lots running with the land. Notwithstanding the foregoing, no such Party shall be so released until notice of such transfer has been given in the manner set forth below, at which time the transferring party's personal liability for unaccrued obligations shall terminate.

Section 8.4 Non-Merger. This Declaration shall not be subject to the doctrine of merger.

Section 8.5 Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

Section 8.6 Entire Declaration. This Declaration constitutes the entire Declaration between the Parties hereto as to the matters set forth in this Declaration. This Declaration, once executed and

delivered, shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this Declaration.

Section 8.7 Assignment. The rights and obligations of any Party hereunder may be assigned in whole or in part to any person acquiring the entire interest of such Party in its Lot or to one or more ground lessees or lessees which rights and obligations shall be expressly assumed by such ground lessee or lessees for the term of the ground lease or lease between such Party and such ground lessee or lessee.

Section 8.8 Exhibits. Each reference herein to an exhibit refers to the applicable exhibit that is attached to this Declaration. All such exhibits constitute a part of this Declaration and by this reference are expressly made a part hereof.

Section 8.9 Developer Exculpation. It is expressly understood and agreed that notwithstanding anything in this Declaration to the contrary, and notwithstanding any applicable law to the contrary, the liability of Developer hereunder (including any successor Developer hereunder) with respect to monetary damages arising hereunder and any recourse by any Lot Owner against Developer with respect to monetary damages arising hereunder shall be limited solely and exclusively to the interest of Developer in and to the Developer Property and Developer's interest in and to the Lots, and the rents, proceeds and profits therefrom, and neither Developer, nor any of its constituent partners, subpartners, members, managing members or agents, shall have any personal liability therefor, and each Lot Owner, on behalf of itself and all persons claiming by, through or under such Lot Owner, hereby expressly waives and releases Developer and such partners, subpartners, members, managing members or agents from any and all personal liability, except for claims caused by the negligence or willful act of Developer.

Section 8.10 Notices. All notices, approvals, consents, or requests given or made pursuant to this Declaration shall be in writing and either (i) sent by a nationally recognized overnight courier, (ii) personally delivered, or (iii) sent by registered or certified mail with the postage prepaid. Notices personally delivered shall be deemed delivered on the date of delivery. Notices via overnight courier shall be deemed delivered on the date following deposit with such courier and certified or registered mail shall be deemed delivered three (3) business days after deposit with the U.S. Mail, as applicable.

Notice to Developer:	180 Dodge, L.L.C. 16820 Frances Street, Suite 102 Omaha, NE 68130 Attn: Jeff W. Johnson
with a copy to:	Koley Jessen P.C., A Limited Liability Organization 1125 South 103 Street, Suite 800 Omaha, NE 68124 Attn: Max J. Burbach
Notice to Business Owners Association:	West Dodge Station Business Owners Association 16820 Frances Street, Suite 102 Omaha, NE 68130 Attn: Jeff W. Johnson
Notice to Lutheran Church of the Master:	Lutheran Church of the Master 2617 S. 114 Street Omaha, NE 68144 Attn: Congregational President

Such addresses may be changed from time to time by either party hereto by serving notice as herein provided. Notwithstanding anything to the contrary herein, any party may give another party notice

of the exercise of any option herein granted or for the need for emergency repairs via facsimile with confirmation of receipt and deposit of the original notice in the U.S. Mail. The Parties hereto agree that if, at the time of the sending of any notice required or permitted to be given hereunder, the interests of any party hereto in its respective property shall be encumbered by a first mortgage and the other party hereto has been notified in writing thereof and of the name and address of the mortgagee a copy of said notice shall also be sent to such mortgagee by registered or certified mail at the address so given.

Section 8.11 Counterparts. This Declaration may be executed in counterparts, and when taken together shall present one original document notwithstanding the fact that all Parties are not signatories to the same original document.

Section 8.12 Severability. In the event any provision or portion of this Declaration is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not effect the remainder hereof, and the remaining provisions shall continue in full force and effect at the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

IN WITNESS WHEREOF, the undersigned, as owners of the Lots set opposite their names, have executed this Declaration as of the day and year first written above.

[*Signature pages follow*]

SIGNATURE PAGE TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEST DODGE STATION, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

The undersigned, being the owner of the Lot identified opposite its name, does hereby consent to the foregoing Declaration of Covenants, Conditions and Restrictions for West Dodge Station, a subdivision in Douglas County, Nebraska:

Lots 2, 3, 4, 5, 6, 7, 8 and 9, and Outlot 1, Replat 1, of West Dodge Station, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska

180 DODGE, L.L.C., an Iowa limited liability company

By: ______________________
Jeff W. Johnson, Manager

Date: June 13, 2005

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 13 day of June, 2005, by Jeff W. Johnson, Manager of 180 Dodge, L.L.C., an Iowa limited liability company, for and on behalf of 180 Dodge, L.L.C.

____
Notary Public

GENERAL NOTARY - State of Nebraska
MAX J. BURBACH
My Comm. Exp. July 26, 2007

My commission Expires: ______________________

ACKNOWLEDGMENT AND AGREEMENT OF LIEN HOLDER

The undersigned, Great Western Bank ("Bank"), is the holder of a first priority lien which encumbers Lots 2, 3, 4, 5, 6, 7, 8 and 9, and Outlot 1, Replat 1, of West Dodge Station, as evidenced by a Deed of Trust recorded on March 9, 2005 as Instrument No. 2005026460 of the records of Douglas County, Nebraska (the "Indenture"). Bank hereby consents to the recording of this Declaration and states, on behalf of itself and its successors and assigns, that the Indenture shall be subject to the terms and conditions of this Declaration, and in the event of any foreclosure of the Indenture, this Declaration shall continue without interruption.

GREAT WESTERN BANK

By: ______________________

Its: Vice President

Date: 6/27/05

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing Acknowledgment and Agreement of Lien Holder was acknowledged before me this 27th day of June, 2005, by Brian Diedrichsen, as Vice President of Great Western Bank, for and on behalf of Great Western Bank.

____
Notary Public

GENERAL NOTARY - State of Nebraska
MAX J. BURBACH
My Comm. Exp. July 26, 2007

My commission expires: ______________________

264979.10

SIGNATURE PAGE TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEST DODGE STATION, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

The undersigned, being the owner of the Lot identified opposite its name, does hereby consent to the foregoing Declaration of Covenants, Conditions and Restrictions for West Dodge Station, a subdivision in Douglas County, Nebraska:

Lot 1, West Dodge Station, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska

LUTHERAN CHURCH OF THE MASTER

By: [signature]

Its: Council President LCM

Date: June 16, 2005

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 16 day of June, 2005, by Bob Jorgensen, Council President of Lutheran Church of the Master, for and on behalf of Lutheran Church of the Master.

Stephanie F. Pelan
Notary Public

My Commission Expires: 10/23/06

GENERAL NOTARY - State of Nebraska
STEPHANIE F. PELAN
My Comm. Exp. Oct. 23, 2006

264979.10

SIGNATURE PAGE TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEST DODGE STATION, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

The undersigned, being the owner of the Lot identified opposite its name, does hereby consent to the foregoing Declaration of Covenants, Conditions and Restrictions for West Dodge Station, a subdivision in Douglas County, Nebraska:

Lot 1, West Dodge Station, Replat 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska

ELG 74, LLC, a Nebraska limited liability company

By: ____________________

Its: President

Date: 6-24-05

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

Acknowledged before me this 24th day of June, 2005, by ~~Anne Hoeft~~ Ray Trumble President of ELG 74, LLC, a Nebraska limited liability company, for and on behalf of said company.

Anne Hoeft
Notary Public

GENERAL NOTARY - State of Nebraska
ANNE HOEFT
My Comm. Exp. July 12, 2008

ACKNOWLEDGMENT AND AGREEMENT OF LIEN HOLDER

The undersigned, Great Western Bank ("Bank"), is the holder of a first priority lien which encumbers Lot 1, Replat 1 of West Dodge Station, as evidenced by a Deed of Trust recorded on April 20, 2005 as Instrument No. 2005044227 of the records of Douglas County, Nebraska (the "Indenture"). Bank hereby consents to the recording of this Declaration and states, on behalf of itself and its successors and assigns, that the Indenture shall be subject to the terms and conditions of this Declaration, and in the event of any foreclosure of the Indenture, this Declaration shall continue without interruption.

GREAT WESTERN BANK

By: ____________________

Its: Vice President

Date: 6/27/05

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing Acknowledgment and Agreement of Lien Holder was acknowledged before me this 27 day of June, 2005, by [illegible], as Vice President of Great Western Bank, for and on behalf of Great Western Bank.

Max J. Burbach
Notary Public

My commission expires: ____________________

GENERAL NOTARY - State of Nebraska
MAX J. BURBACH
My Comm. Exp. July 26, 2007

SIGNATURE PAGE TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEST DODGE STATION, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

The undersigned, being the owner of the Lot identified opposite its name, does hereby consent to the foregoing Declaration of Covenants, Conditions and Restrictions for West Dodge Station, a subdivision in Douglas County, Nebraska:

Lot 2, Replat 1, West Dodge Station, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska

REAGAN FAMILY LIMITED PARTNERSHIP, a Nebraska general partnership

By: [signature]
Sammy L. Reagan, General Partner

Date: 6-13-05

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

Acknowledged before me this 13 day of June, 2005, by Sammy L. Reagan, General Partner for Reagan Family Limited Partnership, a Nebraska general partnership, for and on behalf of said partnership.

GENERAL NOTARY - State of Nebraska
KIM M. ZUERLEIN
My Comm. Exp. July 31, 2006

[signature]
Notary Public

ACKNOWLEDGMENT AND AGREEMENT OF LIEN HOLDER

The undersigned, First National Bank of Omaha ("Bank"), is the holder of a first priority lien which encumbers Lot 2, Replat 1 of West Dodge Station, as evidenced by a Deed of Trust recorded on April 20, 2005 as Instrument No. 2005044225 of the records of Douglas County, Nebraska (the "Indenture"). Bank hereby consents to the recording of this Declaration and states, on behalf of itself and its successors and assigns, that the Indenture shall be subject to the terms and conditions of this Declaration, and in the event of any foreclosure of the Indenture, this Declaration shall continue without interruption.

FIRST NATIONAL BANK OF OMAHA

By: [signature]

Its: Vice Pres

Date: 6/13/05

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing Acknowledgment and Agreement of Lien Holder was acknowledged before me this 13th day of June, 2005, by Robert J. Houk, as Vice Pres. of First National Bank of Omaha, for and on behalf of First National Bank of Omaha.

[signature]
Notary Public

My commission expires:

GENERAL NOTARY-State of Nebraska
DELORES M. MICHEEL
My Comm. Exp. Nov. 30, 2006

264979.10

SIGNATURE PAGE TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEST DODGE STATION, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

The undersigned, being the owner of the Lot identified opposite its name, does hereby consent to the foregoing Declaration of Covenants, Conditions and Restrictions for West Dodge Station, a subdivision in Douglas County, Nebraska:

Lot 10, West Dodge Station, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska

J.K.S.R. REAL ESTATE PARTNERSHIP, a Nebraska general partnership

By: [signature]
Sammy C. Reagan, General Partner

Date: 6-13-05

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

Acknowledged before me this 13 day of June, 2005, by Sammy C. Reagan, general partner for J.K.S.R. Real Estate Partnership, a Nebraska general partnership, for and on behalf of said partnership.

MICHAEL W. WILSON
MY COMMISSION EXPIRES
December 12, 2006

[signature]
Notary Public

ACKNOWLEDGMENT AND AGREEMENT OF LIEN HOLDER

The undersigned, Pinnacle Bank ("Bank"), is the holder of a first priority lien which encumbers Lot 10 of West Dodge Station, as evidenced by a Deed of Trust recorded on April 20, 2005 as Instrument No. 2005044229 of the records of Douglas County, Nebraska (the "Indenture"). Bank hereby consents to the recording of this Declaration and states, on behalf of itself and its successors and assigns, that the Indenture shall be subject to the terms and conditions of this Declaration, and in the event of any foreclosure of the Indenture, this Declaration shall continue without interruption.

PINNACLE BANK

By: [signature]

Its: Executive Vice President

Date: 6-13-05

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing Acknowledgment and Agreement of Lien Holder was acknowledged before me this 13th day of June, 2005, by Steven M. Tooley, as EVP of Pinnacle Bank, for and on behalf of Pinnacle Bank.

LINDLEY THOMPSON
MY COMMISSION EXPIRES
February 5, 2008

[signature]
Notary Public

My commission expires: __________

264979.10

EXHIBIT A

LOT OWNERS' PROPORTIONATE SHARE

Lot Description	Lot Acreage	Proportionate Percentage Share
Lot 1	28.22	28.2%
Lot 2	10.52	10.5%
Lot 3	10.10	10.1%
Lot 4	7.82	7.8%
Lot 5	19.56	19.5%
Lot 6	1.5	1.5%
Lot 7	1.5	1.5%
Lot 8	2.94	2.9%
Lot 9	2.94	2.9%
Lot 10	4.5	4.5%
Lot 1, Replat 1	2.62	2.6%
Lot 2, Replat 1	8.02	8.0%
TOTAL:	**100.24**	**100%**