

RESTRICTIVE COVENANTS

The undersigned are the Owner-Developers of the following described real estate as set forth below:

A. Owner-Developer: TRADE CENTER, INC., A Nebraska Corporation.

Legal: Lots 1 through 6 and Lots 43 through 48, Block 1, Country Place First Addition (properties); and Outlot A, Block 1, Country Place First Addition (commons).

B. Owner-Developer: Krueger #1, a limited Nebraska partnership.

Legal: Lots 9, 12, 37 and 40, Block 1, Country Place First Addition (properties).

C. Owner-Developer: Richard C. Krueger and Valeree J. Krueger, husband and wife.

Legal: Lots 17, 18, 31, and 32, Block 1, Country Place First Addition (properties).

D. Owner-Developer: Richard C. Krueger and Valeree J. Krueger, husband and wife, and Calvin C. Krueger and Ruby S. Krueger, husband and wife.

Legal: Lots 19 through 30, Block 1, Country Place First Addition (properties).

All in Lincoln, Lancaster County, Nebraska.

The undersigned are the owners but not developers of the following described real estate as set forth below:

A. Owner: T & D Enterprises, a Nebraska general partnership.

Legal: Lots 13, 14, 15, 34, 35 and 36, Block 1, Country Place First Addition (properties).

B. Owner: W.D.R. Inc., a Nebraska Corporation.

Legal: Lots 7, 8, 41 and 42, Block 1, Country Place First Addition (properties).

C. Owner: Gary A. Pickering and Deborah K. Pickering, husband and wife.

Legal: Lots 16 and 33, Block 1, Country Place First Addition (properties).

D. Owner: N-R Investments, a Nebraska general partnership.

Legal: Lots 10, 11, 38 and 39, Block 1, Country Place First Addition (properties).

All in Lincoln, Lancaster County, Nebraska.

Lincoln Trade Center Owners Association, Inc., a nonprofit corporation, has been incorporated in Nebraska for the purposes of enforcing the Restrictive Covenants established upon the properties and of administering and maintaining the commons.

These Restrictive Covenants are established upon the properties.

1. No lot within the properties shall be used other than for commercial purposes.
2. Any building placed or constructed upon any lot within the properties shall be completed within six months after the commencement of construction.
3. No wiring or antenna for electrical power, telephone, television, radio, or any other use shall be permitted above ground, except within a building, unless prior written approval has been secured from the Owner-Developers. The Owner-Developers shall have the exclusive right to disapprove such wiring or antenna, if in the Owner-Developers' opinion such wiring or antenna would adversely affect the aesthetic appearance of the properties or commons or interfere with existing communications equipment. The rights and duties of the Owner-Developers under this paragraph, except as to lots of which the Owner-Developers are the titleholders, shall be assigned to the Corporation when Class B membership in the Corporation has been converted to Class A membership.
4. The Owner-Developers shall have the exclusive right to establish grades and slopes for all lots within the properties and to fix the grade at which any building 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 or constructed upon any lot within the properties shall be submitted to the Owner-Developers 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 Owner-Developers. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from the Owners-Developers and shown of record. Written approval or disapproval of the plans shall be given by the Owner-Developers within 30 days after receipt thereof. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. The Owner-Developers shall have the exclusive right to disapprove the plan, if in the Owner-Developers' opinion the plans do not conform to the general standard of development of the properties. The rights and duties of the Owner-Developers under this paragraph except as to lots of which the Owner-Developers are the titleholders, shall be assigned to the Corporation when Class B membership in the Corporation has been converted to Class A membership.
5. All buildings within the properties shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks, streets and trees shall be installed as required by the City of Lincoln, Nebraska.

6. No partially completed or temporary building and no trailer, tent, shack or garage on any lot within the properties shall be used as either a temporary or permanent place of business.
7. No obnoxious or offensive activity shall be conducted or permitted upon any lot within the properties, nor anything which is or may become an annoyance or nuisance or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots.
8. No advertising sign, billboard, or other advertising device shall be permitted on any part of the outside of a building or inside if visible from the exterior, unless the color, size, style and material thereof have been approved in writing by the Owner-Developers. The Owner-Developers shall have the exclusive right to disapprove any sign, billboard or advertising device, if in the Owner-Developers' sole discretion it does not conform to the general standard and development of the properties. The rights and duties of the Owner-Developers under this paragraph, except as to lots of which the Owner-Developers are the titleholders, shall be assigned to the Corporation when Class B membership in the Corporation has been converted to Class A membership.
9. Any wall constructed on any common lot line between two adjoining lots within the properties shall be a party wall. Any expense of structural repair, replacement or reconstruction of a party wall, or of the protection of a party wall against the natural elements, shall be borne equally by the members who are the titleholders of the adjoining lots. The provisions of this paragraph shall not operate to relieve any member from any liability which the member may incur by reason of negligent or willful acts or omissions resulting in damage to a party wall.
10. When any utility line shall be constructed on two or more adjoining lots within the properties, each member who is the titleholder of one of the adjoining lots shall have an easement for the maintenance, repair and replacement of the utility line upon all of the adjoining lots, which easement shall be appurtenant to the interest requisite for membership. Any expense of maintenance, repair or replacement of the utility line shall be borne equally by the members who are the titleholders of such adjoining lots. The provisions of this paragraph shall not operate to relieve any member from any liability which such member may incur by reason of negligent or willful acts or omissions resulting in damage to the utility line.
11. Every person or entity who becomes a titleholder of a fee or undivided fee interest in any lot within the properties shall be a member of the Corporation. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.
12. The Corporation shall have two classes of membership:

Class A membership shall include all members of the Corporation except the Owner-Developers and any successor in interest. Each Class A member of the Corporation shall be entitled to all the rights of membership and to one vote for each lot in which

the interest requisite for membership is held. However, no more than one vote shall be cast with respect to any lot;

Class B membership shall include only the Owner-Developers and any successor in interest. The Class B members shall be entitled to three votes for each lot in which the interest requisite for membership is held. However, the Class B membership shall be converted to Class A membership when the total number of votes entitled to be cast by Class A members equals the total number of votes entitled to be cast by the Class B members, or on December 1, 1995, whichever first occurs.

13. The Owner-Developers shall convey the commons to the Corporation, free from encumbrance, prior to the time Class B membership is converted to Class A membership.
14. Each member of the Corporation shall have the right to use and enjoy the commons and shall have an easement upon the commons for the use thereof, which shall be appurtenant to the interest requisite for membership.
15. The rights and easements of the members of the Corporation shall be subject to:
 - A. The right of the Corporation to borrow money for the purpose of improving the commons and to mortgage the commons. Any mortgage of the commons shall be approved by the affirmative vote of two-thirds of each class of members entitled to vote, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members, if notice of the proposed mortgage is contained in the notice of the special meeting.
 - B. The right of the Corporation to take any steps reasonably necessary to protect the commons against foreclosure.
 - C. The right of the Corporation to suspend the enjoyment of the facilities by any member for any period during which an assessment remains unpaid, and for a period not to exceed 30 days for any infraction of the published rules and regulations governing the use of the facilities.
 - D. The right of the Corporation to dedicate or convey all or any part of the commons to any public entity. Any dedication or conveyance shall be approved by the affirmative vote of two-thirds of each class of members entitled to vote, present in person or by proxy, at the regular meeting of the members or at a special meeting of the members, if notice of the proposed dedication or conveyance is contained in the notice of the special meeting.
16. The Corporation covenants and each member of the Corporation, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain the commons, which covenants by the members shall be satisfied by the payment of annual and special assessments for the administration, maintenance or improvement of the commons. Annual and special assessments for administration, maintenance or improvement of the commons shall be uniform as to

each lot within the properties, and shall be based upon the ratio which the number of square feet within each lot bears to the total number of square feet within all of the lots within the properties. Special assessments for capital improvements or major repairs to a building on the properties (i.e. replacement of a roof) shall be assessed against lots in that building only, and shall be based upon the ratio which the number of square feet of building area within each lot bears to the total number of square feet of building area. Each assessment shall be the personal obligation of the member who is, or was the titleholder of the lot assessed at the time of the assessment, shall bear interest at the rate then charged for delinquent taxes until paid and, when shown of record, shall be a lien upon the lot assessed.

17. Each lot within the properties which contains space outside of a building shall be subject to an easement upon such outdoor space in favor of the Corporation, its members, and the guests and invitees of the members for access, and general use as common area. No titleholder of a lot subject to this easement shall plant trees, bushes, shrubs or flowers, nor construct benches, flower boxes or the like within the easement area without first obtaining written consent from the Corporation. The Corporation may deny permission to plant or construct improvements if in the opinion of the officer responsible for such decision by the Corporation, it would adversely affect the aesthetic appearance of the properties or commons, interfere with parking or pedestrian circulation, or create unnecessary maintenance problems.

The Corporation shall maintain all easement areas. The Corporation's approval of planting or other improvements by titleholders may be conditioned upon the titleholder's agreement to pay any additional maintenance expense occasioned thereby. Such additional expense shall be added to the annual assessment against the lot or lots upon which the improvements are made.

18. The Owner-Developers may add additional real estate to the properties of the commons, at any time, without the consent of the members of the Corporation; provided said additional real estate is attached hereto, and marked Exhibit A and made a part hereof as though fully set out herein. Additions shall be made by the execution and recordation of Restrictive Covenants upon the addition of real estate, making the addition subject to these restrictive covenants. However, the Owner-Developers may provide that such additional properties or commons will be assessed for expenses which are subject to assessment pursuant to these Covenants by a different formula than contained herein or, may provide that such additional properties and commons shall be separately maintained and assessed pursuant to additional restrictive covenants placed at such additional properties or commons.
19. The Corporation covenants to maintain any landscape screen, whether composed of structural or live plant material, which is installed as required by the City of Lincoln, Nebraska. The covenants by such members may be satisfied by the payment of annual and special assessments for the maintenance of the screen. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot assessed at the time of such assessment, shall bear interest at the then charged rate for delinquent taxes until paid, and when shown of record, shall be a lien upon the lot assessed.

20. The Corporation shall maintain the exterior of any improvements within the properties, excluding glass surfaces, and at reasonable times, to perform maintenance. The cost of maintenance shall be added to the next annual assessment.

The exterior of any improvements on the properties shall not be materially altered, either structurally or aesthetically without first attaining the written consent of the Owner-Developers. Plans for any such alteration shall be submitted to the Owner and shall show the design, style, colors and materials proposed to be used for such alteration. The Owner-Developers shall have the exclusive right to disapprove the plan, if in the Owner-Developers' opinion the plan does not conform to the general standard of development of the properties. The rights and duties of the Owner-Developers under this paragraph, except as to Lots of which the Owner-Developers are the titleholders, shall be assigned to the Corporation when Class B membership in the Corporation has been converted to Class A membership.

21. The lien of any annual or special assessment shall be subordinate to the lien of any mortgage placed upon the lot against which the assessment is levied.
22. Annual or special assessment for the administration and maintenance of the commons shall be levied by the Corporation beginning November 1, 1985. Annual and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Corporation. Any special assessment for capital improvements shall be approved by the affirmative vote of two-thirds of each class of members affected and entitled to vote, present in person or by proxy, 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. Annual or special assessment for the cost of capital improvements installed prior to the date legal title to the commons is conveyed to the Corporation shall be made by the Corporation.
23. The Corporation shall maintain a blanket, "all-risk" form policy of fire insurance with extended coverage, vandalism, malicious mischief, windstorm, sprinkler leakage (if applicable), debris removal, cost of demolition and water damage endorsements, insuring any improvements on the properties. Coverage shall include all exterior and structural components of the buildings, together with all heating and air conditioning equipment and other service machinery, and all electrical, telephone, cable television, water, sewer or other utilities serving the properties. The policy shall cover the interests of the Corporation and all members and their mortgagees, as their interests may appear, subject to lost payment and adjustment provisions in favor of the Corporation. Coverage shall be in an amount equal to 100 percent of the then current replacement cost of the property, without deduction for depreciation, the amount to be redetermined annually by the Board of Directors of the Corporation with the assistance of the insurance company affording the coverage.

A. The policy will also include the following endorsements (or equivalent):

1. A "no control" endorsement providing that coverage shall not be prejudiced by any act or neglect of any occupant or titleholder within the

properties or their agents when such act or neglect is not within the control of the insured, or the titleholders within the properties collectively;

2. “Contingent liability from operation of building laws or codes”;
3. “Increased cost of construction” or “replacement cost”;
4. “Agreed amount” or elimination of co-insurance clause; and
5. Any “no other insurance” clause shall expressly exclude individual titleholders’ policies.
6. The Corporation shall maintain comprehensive general liability (including libel, slander, false arrest and invasion of privacy coverage and the errors and omission coverage for members of the board) and property damage insurance to such limits as the board may determine, from time to time, insuring each member of the board and each titleholder of a lot within the properties against liability to the public or to the titleholders arising out of the ownership and use of the commons. The policy shall contain:
 - (a.) A cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another named insured;
 - (b.) Hired and nonowned vehicle coverage;
 - (c.) Host liquor liability coverage with respect to events sponsored by the Corporation;
 - (d.) Deletion of the normal products exclusion with respect to events sponsored by the Corporation;
 - (e.) A “severability of interest” endorsement which shall preclude the insurer from denying liability to a titleholder because of negligent acts of the Corporation or of another titleholder;
 - (f.) The limits of liability under such insurance shall be at least 1 million dollars covering all claims for bodily injury or covering all claims for bodily injury occurrence. Reasonable amounts of “umbrella liability insurance” in excess of the primary limits shall also be obtained in an amount not less than 3 million dollars.
7. Premiums for any insurance required by these Restrictive Covenants shall be assessed against the lots within the properties in the same manner as assessments in maintenance or improvements of the commons and shall be deemed to be part of the annual assessments and subject in the same provisions for the payment of interest and for such amounts becoming a lien against the property assessed. The deductible on any policy

purchased by the Corporation shall be a common expense and shall be assessed against the properties in the same manner and subject to the same provisions as annual assessment.

- 8. If improvements on the properties are damaged as a result of fire or other casualty, the Corporation shall arrange for and supervise prompt repair and restoration of that portion of the property insured by a policy of insurance held by the Corporation. Any restoration shall be substantially similar to the original construction of the improvements, subject to any modifications required by changes and applicable government regulations and using contemporary building materials and technology to the extent feasible. Said repairs or restoration shall be completed within six months of the date of such fire or other casualty.

- 24. These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owner-Developers and all persons claiming under the Owner-Developers. These Restrictive Covenants may be terminated or modified, in writing, by the Owners of two-thirds of the lots within the properties, at any time.

- 25. 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 Corporation, may be to enforce any lien or obligation created hereby.

- 26. The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

Dated this 28 day of October, 1985.

TRADE CENTER, INC., a Corporation,
Owner-Developer

BY: Calvin C. Krueger (signed)
PRESIDENT

STATE OF NEBRASKA }
 }
 COUNTY OF LANCASTER } SS.

The foregoing instrument was acknowledged before me this 28 day of October, 1985, by Calvin C. Krueger, President of Trade Center, Inc., a Nebraska Corporation, on behalf of the Corporation.

Donn K. Nelson (signed)
Notary Public

(seal)