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BOOK 527 PAGE 1

PROTECTIVE COVENANTS

The undersigned, to protect the desirability of the within described lots for use as office, industrial and similar lots for the undersigned and for all subsequent owners of said lots, hereby declare that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate hereinafter referred to as "the premises", until January 15, 2003.

Lots One (1) to One Hundred Twenty-Five (125), inclusive, of South West Park, a subdivision, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

1. No improvements shall be constructed on any of the premises until final plans and specifications for said construction have been approved by the undersigned. The plans and specifications shall contain in detail at least each of the following items: a complete plot plan; a grading and surface drainage plan; a detail of all exterior elevations of the buildings showing all building materials to be used in completion of said construction; a detailed landscaping plan; a sidewalk and paving plan, showing all drives and individual parking spaces; a designation of outside storage areas and detail or proposed screening of same. Construction and erection of improvements shall be in complete accordance with said plan.

2: Lots One (1), Three (3) to Twenty (20), and Lots Fifty-Four (54) to Seventy (70) inclusive have been zoned Ninth Residential District. During the term of these covenants, said lots shall not be put to any use not permitted by Ninth Residential District as said District is defined in the Municipal Ordinances of the City of Omaha, or any less restrictive zoning.

3. Except as hereinafter provided herein, the applicable zoning regulations of the City of Omaha, Nebraska, shall govern the height, side yard, rear yard and building set-back requirements and also the permitted use of the premises; provided, however, that no part of the premises may be used for residential purposes and provided further, that no building erected on any of said property shall be less than fourteen (14) feet in height measured to any point of the parapet wall or facade, on the portion of the building that faces or abuts any street.

4. One hundred per cent (100%) of the front (or side) of

5. All buildings on all lots within the premises covered hereby must have a minimum enclosed area of 2,400 square feet, and must have a minimum width along the front of the building of not less than forty (40) feet.

6. All buildings constructed or erected on Lots Twenty-Nine (29) to Forty-Eight (48), inclusive, of South West Park and Lots One Hundred Seven (107) to One Hundred Twenty-Five (125), inclusive, of South West Park shall be constructed or erected with at least fifty per cent (50%) of the front (exclusive of gable ends, door and window openings) of all of said buildings of brick or faced with brick or other decorative material approved in writing by the undersigned.

7. No building or structure shall be placed on any lot that has an area of less than twelve thousand (12,000) square feet. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided, however, that part of two or more platted lots may be combined into one building plot, if the plot is at least as wide as and as great in area as the largest of said lots as originally platted.

8. The north twenty (20) feet of each of Lots One (1) and Lots Three (3) to Twenty (20), inclusive, shall be planted with three rows of honeysuckle or similar shrubbery and said planting strip shall be maintained by the owner of said lots during the term of these covenants.

9. That portion of each built-upon lot lying between the front lot line and the extended front line of the building closest to the curb line shall be either (a) planted and maintained in grass and shrubbery as a lawn area, or (b) shall be surfaced with walks, driveways, or parking area constructed of asphalt or concrete. These requirements do not extend to any point farther than sixty (60) feet from the abutting curb line(s). Said front yard area must be fully improved with one of the foregoing choices or a combination of any of the above choices within sixty (60) days after completion of the exterior of the first building upon such lot.

10. No article of merchandise or other material shall be kept, stored, or displayed outside the confines of the walled building erected on the premises unless it be enclosed by a wall or chain link fence with vertical redwood pickets inserted such as to obstruct visibility at least five (5) feet high. No outside storage shall be permitted closer to the front street than the front of the main building.

11. Each owner, tenant or occupant of any building site shall keep said building site and the building, improvements and appurtenances thereon in a safe, clean, neat, wholesome condition, and shall comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements. Each such owner, tenant or occupant shall remove, at its own expense, any rubbish or trash of any character which accumulates on its building site and

12. No trailer, tent, shack, garage, barn or any temporary structure that shall be moved onto premises or erected thereon shall be used for temporary or permanent operation of the proposed occupant's business or permitted to remain on premises unless and until such structure and the duration of its use on the premises has been approved in writing by the undersigned.

13. No noxious or offensive trades, services or activities shall be conducted on any building site nor shall anything be done thereon which may be or become any annoyance or nuisance to the owner, tenant or occupant of other building sites within the South West Industrial Park area by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

14. No loading dock shall be erected on any building site abutting any streets, unless the front of such loading platform or dock shall be set back at least sixty-five (65) feet from all abutting street right-of-way lines.

15. All exterior walls, other than those built of brick or prefinished aggregate panels, must be finished with some preservative such as paint, varnish, plastic or other finish approved in writing by the undersigned; said finish must be applied within thirty (30) days after the erection of the wall.

16. Metal buildings will be allowed provided that, except for gable ends, door and window openings, one hundred per cent (100%) of the front or side of all buildings facing upon an abutting street or streets must be constructed or faced with brick or other decorative material approved in writing by the undersigned. Said exterior finish must be constructed within thirty (30) days after the erection of the building. No convex (barrel) (quonset) roof systems shall be allowed.

17. No parking is allowed on the street or in the dedicated street right-of-way area between the curblin and the property line. This area shall be improved with grass and landscaping (low pfitzer plants) except where intersected by driveways and sidewalks intersecting the property perpendicular to the street. The exact location of the sidewalks, driveways and grass and the other landscaping must be detailed on plans and specifications submitted to the developer prior to construction. In no case shall any storage, servicing, or dismantling of automobiles or other vehicles be permitted in the parking areas or any area not enclosed as a storage facility.

18. No owner, lessee, or occupant shall use any part of the premises for erection of signs, billboards, or displays other than those directly advertising the business conducted on such premises. No flashing signs or lights, revolving beacons, strobe lights or other mechanisms shall be permitted. No signs shall be erected or maintained on the roof of any building located on the premises. Written approval of the undersigned is required prior to the erection of any sign not attached to a building.

19. That portion of each tract (including parkings) which is not improved by the construction of buildings, approved surfacing, enclosed yards or lawn area, as heretofore provided, shall be seeded, mowed and

Theodore Seldin, or any other officer of said corporation. In addition, it is expressly understood and agreed that these covenants are executed for the benefit of Royalwood Estates, Inc., as well as other persons or entities who shall now or hereafter own property located adjacent to the north of the northerly property lines of South West Industrial Park and that these covenants may be enforced by any of such persons or entities.

21. No fence, wall, hedge or shrub, plant or tree which obstructs sight lines at elevations between two and six feet above any roadway shall be placed or permitted to remain on any corner of any building site within the triangular area formed by street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. Notwithstanding the foregoing, no fences shall be erected in front of the main building set back line or the main building structure on any lot.

22. No building shall be erected on Lot One (1) and Lots Three (3) to Twenty (20), inclusive, or on Lots Fifty-Four (54) to Seventy (70), inclusive, which shall be more than two stories in height above ground level, and no automobiles shall be parked in the rear of any building located on Lot One (1) and Lots Three (3) to Twenty (20), inclusive.

23. No roof air conditioner or heating equipment located on buildings constructed on Lot One (1) and Lots Three (3) to Twenty (20), inclusive, or on Lots Fifty-Four (54) to Seventy (70), inclusive, shall be exposed, but rather such roof air conditioning and heating equipment, if any, shall be enclosed within a cupola or other enclosure such as to shield such heating or air conditioning equipment from visibility.

IN WITNESS WHEREOF, the undersigned, being the owners of all said real estate have executed these covenants this 12th day of September, 1973.

INDUSTRIAL FIVE, a Partnership

By [Signature]
Franklin P. Rogers, Partner

[Signature]
Roger D. Haney, Partner

[Signature]
Gene Gollehon, Partner

[Signature]
Harry H. Hess, Partner

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
18 DAY OF September 1973
C. HAROLD OSTLER, REGISTER OF DEEDS

REVISED PROTECTIVE COVENANTS

Industrial Five, a partnership, to protect the desirability of the within described lots and to reflect changes in the substance since certain protective covenants were executed on September 12, 1973, and filed at Book 527, Page 1 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, hereby declare the following covenants are to run with the land and shall be binding upon all present and future owners of all or any part of the following described real estate hereinafter referred to as "the premises" until January 15, 2003:

The West Sixty Feet (W60') of Lots 3 and all of Lots 4 through 20 inclusive, and Lots 54 through 70 inclusive, Southwest Park, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

It is expressly understood and agreed that the covenants heretofore filed at Book 527, Page 1 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska are hereby rescinded insofar as they relate to the above described real property in their entirety and these Revised Protective Covenants are imposed upon the land hereinabove described in their place and stead, with the understanding that said previously filed covenants shall continue in full force and effect with respect to that part of Southwest Park, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, not above described.

If the present or future owners of any of said lots, or their grantees, heirs or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

1. No improvements shall be constructed on any of the premises until final plans and specifications for said construction have been approved by the undersigned. The plans and specifications shall contain in detail at least each of the following items: a complete plot plan; a grading and surface drainage plan; a detail of all exterior elevations of the buildings showing all building materials to be used in completion of said construction; a detailed landscaping plan; a sidewalk and paving plan, showing all drives and individual parking spaces; a designation of outside storage areas and detail or proposed screening of same. Construction and erection of improvements shall be in complete accordance with said plan.

2. The West Sixty Feet (60') of Lots Three (3) and all of Lots Four (4) through Lot Twenty (20) inclusive have been zoned

decorative material approved in writing by Industrial Five, a partnership, by one of its partners, which approval will not be unreasonably withheld. One Hundred Percent (100%) of all the northerly facing of all exterior walls (exclusive of gable ends, door and window openings) of all buildings erected on Lots 54 through 70 inclusive must be constructed or faced with brick or other decorative material, approved in writing by the undersigned, which approval shall not be unreasonably withheld, and there shall be erected no overhead doors opening to the north on said Lots 54 through 70 inclusive. The backs and sides of all of the buildings erected on the west sixty feet (W60') of said Lots 3 through 20 inclusive and on Lots 54 through 70 inclusive must not have visible bare construction concrete block, but the same must be either the decorative variety or covered as set forth in Paragraph 15 hereof. In no event shall metal exterior siding be exposed on any exterior walls of buildings erected on the West Sixty Feet (W60') of Lot Three and all of Lots 4 through 20 inclusive, and no exterior metal siding shall be exposed on the northerly exterior walls of all buildings erected on Lots 54 through 70 inclusive.

5. All buildings on all lots within the premises covered hereby must have a minimum enclosed area of 2,400 square feet, and must have a minimum width along the front of the building of not less than forty (40) feet.

6. All buildings constructed or erected on Lots Twenty Nine (29) to Forty Eight (49) inclusive, of South West Park, and Lots One Hundred Seven (107) to One Hundred Twenty Five (125), inclusive of Southwest Park shall be constructed or erected with at least fifty percent (50%) of the front (exclusive of gable ends, door and window openings) of all of said buildings of brick or faced with brick or other decorative material approved in writing by the undersigned.

7. No building or structure shall be placed on any lot that has an area of less than twelve thousand (12,000) square feet. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width, provided, however, that part of two or more platted lots may be combined into one building plot, if the plot is at least as wide as and as great in area as the largest of said lots as originally platted, except that Lot 20 may be reduced beneath its original plat width, and may be divided into two or more building plots, provided no building plot shall be less than Twelve Thousand (12,000) square feet in area.

8. The North Twenty (20) feet of each of Lots One (1) and Lots Three (3) to Twenty (20) inclusive, shall be planted with three rows of honeysuckle or similar shrubbery and said planting strip shall be maintained by the owner of said lots during the term of these covenants.

9. That portion of each built-upon lot lying between the front lot line and the extended front line of the building closest to the curb line shall be either (a) planted and maintained in grass and shrubbery as a lawn area, or (b) shall be surfaced with walks, driveways, or parking area constructed of asphalt or concrete. These requirements do not extend to any point farther than sixty (60) feet from the abutting curb line(s). Said front yard area must be fully improved with one of the foregoing choices or a combination of any of the above choices within sixty (60) days after completion of the

11. Each owner, tenant or occupant of any building site shall keep said building site and the building, improvements and appurtenances thereon in a safe, clean, neat, wholesome condition, and shall comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements. Each such owner, tenant or occupant shall remove, at its own expense, any rubbish or trash of any character which may accumulate on its building site and shall keep unlandscaped areas maintained. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers, and with respect to Lots One (1), Three (3) to Twenty (20) inclusive, and Lots Fifty Four (54) to Seventy (70) inclusive, all such waste shall be stored and shall be enclosed by a solid wall. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burning in open fires.

12. No trailer, tent, shack, garage, barn or any temporary structure that shall be moved onto premises or erected thereon shall be used for temporary or permanent operation of the proposed occupant's business or permitted to remain on premises unless and until such structure and the duration of its use on the premises has been approved in writing by the undersigned.

13. No noxious or offensive trades, services, or activities shall be conducted on any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the owner, tenant or occupant of other building sites within the South West Industrial Park area by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gasses, radiation, dust, liquid waste, smoke or noise.

14. No loading dock shall be erected on any building site abutting any streets, unless the front of such loading platform or dock shall be set back at least sixty five (65) feet from all abutting street right of way lines.

15. All exterior walls, other than those built of brick or prefinished aggregate panels, must be finished with some preservative such as paint, varnish, plastic or other finish approved in writing by the undersigned, said finish must be applied within thirty (30) days after the erection of the wall.

16. Metal buildings will be allowed provided that, except for gable ends, door and window openings, one hundred per cent (100%) of the front or side of all buildings facing upon an abutting street or streets must be constructed or faced with brick or other decorative material approved in writing by the undersigned. Said exterior finish must be constructed within thirty (30) days after the erection of the building.

17. No parking is allowed on the street or in the dedicated street right of way area between the curblin and the property line. This area shall be improved with grass and landscaping (low pfitzer plants) except where intersected by driveways and sidewalks intersecting the property perpendicular to the street. The exact location of the sidewalks, driveways and grass and the other landscaping must

maintained on the roof of any building located on the premises. Written approval of the undersigned is required prior to the erection of any sign not attached to a building. No signs erected on the exterior of any building placed on Lots 54 through 70 inclusive shall have a visible surface area exceeding twenty percent (20%) of the surface area of the facade of the building which is occupied by the business or enterprise identified.

19. That portion of each tract (including parkings) which is not improved by the construction of buildings, approved surfacing, enclosed yards or lawn area, as heretofore provided, shall be seeded, mowed and maintained with a cover planting which grows to a height not to exceed eighteen (18) inches. At no time shall any part of the land area be planted to cultivate row crops.

20. It is expressly understood and agreed that these covenants shall not be modified or waived and no exceptions shall be made thereto except with the covenant of Royalwood Estates, Inc., or its successors or assigns designated in writing by document in recordable form executed on behalf of Royalwood Estates, Inc. by either Millard Seldin, Theodore Seldin, or any other officer of said corporation, for a period of ten (10) years from and after May 1, 1977, but after said date these covenants may be amended by the owners of the property within Southwest Park as provided by law. In addition, it is expressly understood and agreed that these covenants are executed for the benefit of Royalwood Estates, Inc., as well as other persons or entities who shall now or hereafter own property located adjacent to the north of the northerly property lines of South West Park and that these covenants may be enforced by any such persons or entities.

21. No fence, wall, hedge or shrub, plant or tree which obstructs sight lines at elevations between two and six feet above any roadway shall be placed or permitted to remain on any corner of any building site within the triangular area formed by street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines. Notwithstanding the foregoing, no fences shall be erected in front of the main building set back line or the main building structure on any lot.

22. No buildings shall be erected on the west sixty feet (60') of Lot Three and Lots Four (4) through Twenty (20) inclusive or on Lots Fifty Four through Seventy inclusive which shall be more than three (3) stories in height or thirty five (35') feet in height above ground level, whichever is the lesser and no automobiles shall be parked in the rear of any building located on the west sixty feet (60') of Lot 3, and Lots 4 through 20 inclusive, except such automobiles as shall be parked in enclosed garages.

23. No roof air conditioner or heating equipment located on buildings constructed on Lot One (1) and Lots Three (3) to Twenty (20) inclusive or on Lots Fifty Four (54) to Seventy (70) inclusive shall be exposed, but rather such roof air conditioning and heating equipment, if any, shall be enclosed within a cupola or other enclosure such as to shield such heating or air conditioning equipment.

c). Every use shall be so operated that the volume of sound inherently and recurrently generated does not exceed seventy decibels at any point of any boundary line of the lot on which the use is located.

d). Every use shall be so operated that it does not emit an obnoxious or dangerous degree of heat, glare, radiation or fumes beyond any boundary line of the lot on which the use is located.

IN WITNESS WHEREOF, the undersigned have executed these Revised Protective Covenants this 7 day of ~~May~~^{JUNE}, 1977.

INDUSTRIAL FIVE, A Partnership,

By *Franklin P. Rogers*
Franklin P. Rogers, Partner

Roger D. Haney
Roger D. Haney, Partner

Gene Gollehon
Gene Gollehon, Partner

Harry Hess
Harry Hess, Partner

Lloyd E. Peterson
Lloyd E. Peterson, Partner

UNDERSIGNED.

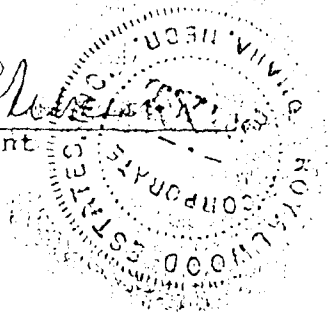
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 7 day of June, 1977, before me, a Notary Public, duly commissioned and qualified for said county, personally came FRANKLIN P. ROGERS, ROGER D. HANEY, GENE GOLLEHON, HARRY H. HESS and LLOYD E. PETERSON, representing all of the partners in the partnership of Industrial Five, a partnership who are known to me to be the identical persons whose names are affixed to the foregoing Revised Protective Covenants and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said partnership.

to South West Park, a subdivision, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

ROYALWOOD ESTATES, INC., a corporation,

By Stanley C. Silverman President

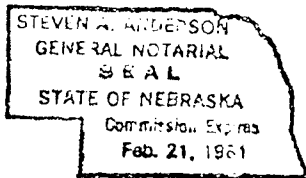


Theodore M. Sedlin
Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 7 day of June, 1977, before me a Notary Public duly commissioned and qualified for said county, personally came Stanley C. Silverman the President of Royalwood Estates, Inc., a corporation and known to me to be the identical person whose name is affixed above and acknowledged the execution of this Approval to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal the day and year first above written.



Steven A. Anderson
Notary Public

The following owners of the real property described within the Revised Protective Covenants consent to the terms and conditions thereof and to the revisions effected thereby in the original covenants filed at Book 527, Page 1 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska:

RENCOR LTD.

By Frank R. Corwin

John P. Miller
JOHN P. MILLER

L. Jean Miller
L. JEAN MILLER

Cliff Larson
CLIFF LARSON

V & R COMPANY

BY W. J. Vacant Partner

F. C. CLATTERBAUGH CO.

BY F. C. Clatterbaugh
PACIFIC PRESS PUBLISHING CO.

BY J. J. Mason, V.P.
VACANTI & RANDAZZO CONSTRUCTION CO.

BY W. J. Vacant V-P.
LARSEN CONCRETE CONST. CO.

BY Walt R. Larsen Pres.

Carl Wright
CARL WRIGHT
CRONLAND SIGNS, INC.

BY Chas. Dixon, Pres.
RITE STYLE OPTICAL CO.

BY George N. Lee

BY Colvin H Callahan

K.V. CO RP.

BY John Harold U-P.

STEAMFITTERS LOCAL UNION #464

BY Paul D Sullivan

RELIABLE ELECTRIC CO., INC.

BY Leon W. Arfmann

Don Chase Geraldine A. Chase
DON CHASE

Leon W. Arfmann
LEON ARFMANN

WESTGATE ELECTRIC

BY Levin J. Fisher

MIL-JEAN REALTY CO.

BY M. J. Thurmond

BY D. Merrill Edgerly
D. Merrill Edgerly & Jane M. Edgerly

Paul D Sullivan