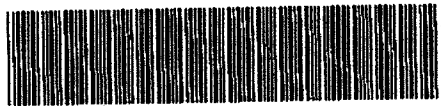


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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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**ALTECH BUSINESS PARK
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS**

Ted Grace Development L.L.C., a Nebraska limited liability company ("Declarant"), is the record owner of certain real property legally described on Exhibit A and desires to establish certain easements, covenants and restrictions.

TERMS AND CONDITIONS

In consideration of the foregoing and other consideration, the receipt and sufficiency of which are acknowledged, the Declarant hereby establishes the following easements, covenants and restrictions.

Section 1. *Definitions.* The following terms as used in this Declaration shall have the following meanings:

1.1 "*Business Area*" shall mean or refer to any lots for which Limited Industrial uses are permitted under the Mixed Use Agreement or which are zoned General Industrial.

1.2 "*Code*" shall mean the Zoning Ordinances of the Omaha Municipal Code.

1.3 "*Commercial Area*" shall mean or refer to any lots for which Community Commercial uses are permitted under the Mixed Use Agreement.

1.4 "*Common Area*" shall mean:

The South 30 feet of Lots 1, 2, 21, 22, 23, 25 and 26 and the area between the South lot lines of Lots 1, 2, 21, 22, 23, 25 and 26 and the North line of the paved portion of F Street, and

All entrance monuments and markers designated by Declarant, and

The area between the East lines of Lots 20, 21, Outlot A and Lot 30 and the West line of the paved portion of 144th Street, and

The portions of outlots A and C from the top of the South bank of the West Papillion Creek to the Northerly lot lines of Lots 8 through 20, and

Outlot "B", and

The non-paved portion of the right of way of "A" Circle to the South of the paved portion thereof between lots 44 and 45, and

Any areas conveyed to the Property Owner's Association by Declarant under the

terms of Section 5.12 below.

1.5 "*Community Commercial*" shall mean Community Commercial District as defined in Section 55-361 et seq. of the Code.

1.6 "*Development*" shall mean Lots 1 through 48, and outlots A, B, C and D, Altech Business Park, or as it may be replatted from time to time, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

1.7 "*General Industrial*" shall mean General Industrial District as defined in Section 55-501 et seq. of the Code.

1.8 "*Limited Industrial*" shall mean Limited Industrial District as defined in Section 55-483 et seq. of the Code.

1.9 "*Lot(s)*" shall mean any of Lots 1 - 48, Altech Business Park.

1.10 "*Mixed Use Agreement*" shall mean the Mixed Use Agreement dated as of January 26, 1998 between Declarant and the City of Omaha.

1.11 "*Owner*" shall mean any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental agency or other entity now or hereafter holding of record an ownership interest in fee or as a contract purchaser of all or any part of a Lot in the Development.

1.12 "*Subdivision Agreement*" shall mean the Subdivision Agreement dated as of January 26, 1998 between Declarant and the City of Omaha.

Section 2. *Grant of Non-Exclusive Easements.* The Declarant reserves the following easements:

2.1 *Fire and Emergency Access.* Nonexclusive easements for the purpose of fire protection and emergency access over each Lot in the Development.

2.2 *Self Help Easements.* Nonexclusive rights of entry and easements in favor of the Declarant over, across and under each Lot in the Development for all purposes reasonably necessary to enable the Declarant to perform any of the provisions of this Declaration which a defaulting Owner has failed to perform.

2.3 *Easement, Lot 19 and Outlot D.* An Easement is hereby created over outlot D and over the Southerly 50 feet of Lot 19 for purposes of vehicular ingress and egress to and from 147th Street and F Street and to or from Lots 18

through 23. The Easement shall be paved to a thickness of 7 inches with concrete limestone. Declarant shall approve of all curb cuts to the Easements, and the plans with respect to the same shall be a part of the building plans required under Section 4.4 to be submitted for prior approval by Declarant. No changes in such curb cuts and no additional curb cuts shall thereafter be made without the approval of Declarant. Maintenance of the Easement shall be the shared responsibility of the Owners of Lots 18 through 23 under the procedures set forth in Section 5.11 below.

- 2.4 *Utilities.* Easements are created in the Plat of the Development for utilities.
- 2.5 *Landscape Easement.* An easement is reserved over the South 30 feet of Lots 1, 2, 21, 22, 23, 25 and 26 for implementation of the landscape plan (the "Landscape Plan") incorporated in the Mixed Use Agreement. Declarant shall have the right to enter upon the easement area to install all elements of the landscape plan and thereafter to maintain the landscaping. No improvements or structures shall be built upon nor shall any other use of the easement area be made by any Owner.

Section 3. *Permitted Uses.*

3.1 COMMERCIAL AREA PERMITTED USES:

Lots in the Commercial Area shall be used for commercial purposes of the type normally found in a retail shopping center and which are otherwise permitted in Community Commercial. Without the prior written consent of the Declarant, no part of the Commercial Area shall be used for (a) conditional or special uses pertaining to Community Commercial under the Code, (b) bingo, game room, pool hall, teen club, theater, video arcade, bowling alley, gambling establishment or establishment selling or exhibiting pornographic material.

3.2 BUSINESS AREA PERMITTED USES:

Lots within the Business Area shall be used for uses permitted in Limited Industrial or General Industrial, according to the applicable zoning designation, with the following exceptions:

3.2.1 Limited Industrial: Lots zoned or designated Limited Industrial shall not be used for any of the following uses: railroad facility, dock facility, transportation terminal, truck terminal, broadcasting tower, wind energy or conservation system.

3.2.2 General Industrial Area: Lots zoned General Industrial shall not be

used for any of the following uses: uses excluded under Section 3.2.1 above and scrap and salvage service, resource extraction or waste disposal, detention center and non-putrescible landfill.

3.2.3 Application for Rezoning: No application for re-zoning, variance request or amendment to the Mixed Use Agreement shall be submitted or processed by any Owner without the approval of Declarant and without compliance with the notice procedures required under Section 6.12.

Section 4. ***Buildings and Site Improvements***

4.1 ***Design and Construction.*** Buildings and other improvements shall be designed so that the exteriors of buildings constructed on any Lot shall be architecturally and aesthetically compatible with the buildings to be constructed on the other Lots as determined by the Declarant in its sole discretion. The design and construction of any buildings or other improvements or expansion thereof on any Lot shall meet all of the requirements of this Section 4.

4.2 ***General Requirements:***

4.2.1 All signage shall meet the requirements of the Sign Regulation Ordinances of the City of Omaha. All signage shall be subject to the prior review and approval of Declarant prior to installation. Illuminated signs, if permitted, shall not cast external illumination upon properties adjoining the Development or across any street from the Development.

4.2.2 No building or other improvement shall be constructed, erected, expanded, or altered on any Lot until the plans for same (including site layout, elevations, exterior building materials, colors, landscaping, signage and parking layout) have been approved in writing by the Declarant under the procedures of Section 4.4.

4.2.3 No Lot may be subdivided nor shall lots be combined for building purposes, in any manner, without the prior written consent of the Declarant which may be withheld in its sole discretion.

4.2.4 Each Owner, tenant or occupant shall keep the lot, building, improvements and appurtenances thereon in a safe, clean, neat, wholesome condition, and shall comply in all respects with all governmental statutes, ordinances, regulations, environmental, health and police and fire requirements. Each such owner, tenant or occupant shall remove, at its own

expense and not less frequently than weekly, any rubbish or trash of any character which may accumulate on its lot. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All such containers shall be enclosed or otherwise screened from street view. Rubbish and trash shall not be disposed of on the premises.

4.2.5 No trailer, tent, shack, garage, barn or any temporary structure shall be moved onto any lot or erected thereon or permitted to remain on any lot. This provision shall not apply to any such structures used during the construction of any building by contractors or construction personnel if a permit from Declarant is obtained under Section 4.2.11.

4.2.6 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 any other building site or neighboring property owner by reason of unsightliness or excessive emission of fumes, odors, glare, vibration, gasses, radiation, dust, liquid water, smoke or noise. No outdoor operations, work or activities shall be conducted on any Lot between the hours of ten o'clock p.m. and six o'clock a.m; provided, however, outdoor restaurant or banquet facilities shall not be restricted under this provision.

4.2.7 No parking shall be allowed on any dedicated street right of way.

4.2.8 In no case shall any storage, servicing, or dismantling of automobiles or other vehicles be permitted in any parking area or other than in an enclosed storage area.

4.2.9 That portion of each lot which is not improved by the construction of buildings, approved surfacing, enclosed yards or lawn area, as herein provided, shall be seeded, mowed and maintained with a cover planting which grows to a height not more than twelve (12) inches. At no time shall any part of any lot be planted or used for any crop.

4.2.10 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 lot 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. No fences shall be erected between the main building and any street frontage.

4.2.11 Construction Period. During construction, the Site shall be cleaned up on a reasonable periodic basis, and all trash, rubbish and debris shall be

removed therefrom after any construction or work has been completed. Supplies and equipment must be stored in a designated area in a safe and orderly fashion. Trash and waste must be removed on a regular basis. Temporary structures are allowed by permit from the Declarant with the size, location and duration of use specified. Owners shall take reasonable measures to prevent and shall promptly remove street mud and debris caused by their construction.

4.2.12 Completion of Building. The exterior of all buildings or other structures must be completed within one year after the commencement of construction, except that if such completion is delayed or hindered by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or national emergency, fire or other casualty, acts of God, or other reasons for a like nature not the fault of the Owner, the period for completion shall be extended for a period equivalent to the period of such delay. If not so completed, or if construction shall cease for a period of 60 days without written permission of the Declarant, the unfinished structure or unfinished portion thereof shall be deemed a nuisance and may be forthwith removed by the Declarant at the cost of the Owner.

4.2.13 Obligation to Rebuild or Raze. In the event that any building or other improvements on any Lot shall be damaged or destroyed (partially or totally) by fire, the elements or any other casualty, the Owner shall, at its expense, within a reasonable time after such destruction, and with due diligence repair, rebuild and restore the same as nearly as practical to the condition existing just prior to such damage or destruction, or, alternatively, if such building is totally destroyed, the Owner shall be required to clear, clean and raze the damaged building and either landscape or pave the damaged area as and to the extent permitted under this Declaration. The Owner of such damaged or destroyed building shall have the right to make reasonable alterations as part of the reconstruction.

4.3 *Exterior Requirements*

4.3.1 On Lots where outdoor storage is permitted the storage areas shall be screened. As used herein "screened" shall mean separating, protecting, secluding or concealing by means of landscaping, walls, berming, fencing (approved by Declarant) or other means of not less than six feet in height.

4.3.2 Outdoor storage areas shall be permitted only for lots 1 through 18 and lots 30 through 48. Outdoor storage for lots 1 and 2 shall not face F Street.

Outdoor storage areas shall be located to the rear or side of the main building except on Lot 30. Side yard storage areas shall not be placed between the front of any building and any street.

4.3.3 A drainage plan must be designed by a registered professional engineer to detain run-off on and release it at the historic rate of flow. This plan must be consistent with the Master Drainage Plan for the Development adopted by the Declarant. The drainage plan must be submitted to the Declarant for approval.

4.3.4 All driveways, storage and parking areas shall be constructed of concrete or asphalt. Concrete curbs shall be installed for all parking areas and driveways for front parking on Lots 1 through 17 and on all parking areas for Lots 18 through 29. Storage areas may be surfaced with gravel or crushed rock only at the rear of Lots 30 through 44.

4.3.5 Sidewalks meeting the requirements of the Code and Subdivision Agreement shall be constructed as required in the Subdivision Agreement. Sidewalks along F Street shall comply with the Landscape Plan.

4.3.6 Landscaping, which shall be in conformity with a plan submitted to and approved by Declarant and shall be required on all street frontages. A landscape plan indicating trees, shrubs, turf areas, paved areas, organic and inorganic ground covers, grading and berming and irrigated areas must be submitted for approval. Landscaping along F Street shall comply with the Landscape Plan.

Minimum Guidelines:

1. One street tree for every 500 square feet landscaped area.
2. Two interior trees for every acre.
3. Grass shall be sod for front and side yards, rear may be seeded.
4. All lots must be irrigated with fully operational automatic underground sprinkler system for street frontage landscaping.
5. All required trees will be a minimum of 2 ½" caliper, 12 feet height for deciduous trees and 6 to 8 feet for evergreen trees.

Maintenance and Irrigation: All landscaping shall be maintained in a healthy condition. Dead or dying materials shall be replaced immediately. Lot mowing of any undeveloped parcels shall be required at least monthly during the growing season.

4.3.7 Parking Lots: Street frontage parking lots shall be set back from the

property line the following distances:

Lots 1 through 17, 24 through 29 and Lots 31 through 48 - 10 feet.

All Lots fronting F Street - 30 feet.

4.3.8 Outdoor Lighting: A lighting plan, approved by the Declarant is required. Building and accent lighting shall be considered on an individual basis. All exterior lighting shall be directed downward and shall not cast direct light or glare on adjacent sites. The pole and luminaire specifications shall be set by the Declarant as a standard for the entire Property.

Recommended lighting levels:

Parking and Entry Areas	.5-1.0 footcandles
Pedestrian Areas	.5-1.0 footcandles
Building Entrances	3.0-5.0 footcandles

All front parking lot lighting for Lots 1 through 18, 24 through 29 and 39 through 44 shall be pole lighting. Rear parking and storage area lighting for Lots 45 through 48 shall be pole lighting. All exterior areas for Lots 19 through 23, if lighted, shall be lighted with pole lighting. Poles for pole lighting shall not exceed 20 feet in height.

4.4 *Plan Submittals and Approvals.*

4.4.1 No buildings or other improvements shall be constructed on any lot until final plans and specifications for construction have been approved by the Declarant. Plans must be submitted to the Declarant at the following stages of planning and design:

- Schematic/Preliminary
- Construction Documents
- Certificate of Compliance

At each stage, the following elements shall be considered:

- Site Plan and all improvements related thereto.
- Exterior Building Design.

Site plans may be submitted and reviewed simultaneously with, or separate from, the above elements. Two sets of plans shall be submitted for each review. One set shall be retained by the Declarant.

The First Stage, or Schematic/Preliminary Review, the following shall be submitted:

Site plan which includes the following:

Site location
Grades, existing and proposed
Site survey Building location, overall dimensions and height with setbacks
Landscape areas and information including specific locations and types of planting and landscape sprinkler coverage
Site lighting plan
Connections to existing utility lines
Storm water and sewer
Site drainage
Projected number of employees
Amount and location of employee and visitor parking
Truck loading and service areas
Signage

Building Design:

Floor plan
Elevations, in color or with color samples
Perspective rendering (optional)
Building materials
Preliminary review shall be concerned with building materials, colors and finishes, architectural treatment, rooflines, and screening.

The Second Stage, Construction Documents:

Working drawings and specifications reflecting the approved schematic/preliminary plans are submitted for review and approval. Design revisions following review and approval shall be submitted to the Declarant for review and approval.

The Third Stage, Certificate of Compliance:

A Certificate of Compliance is issued to an owner upon completion of construction.

The following items will be covered by the Certificate of Compliance inspection:

- Building(s) and other improvements are located according to the approved site plan
- Building is of the approved architecture and color
- The approved landscaping has been installed
- The approved lighting has been installed
- The roof pipes, vents, louvers, flashing and utility equipment have been painted to match the surface from which they project
- The approved signs have been installed
- Air conditioning, utility equipment, trash collection areas and loading and storage areas have been screened according to approved plans.

4.4.2 Reply and Communications. The Declarant shall reply to all submittals of plans within 10 days of receipt.

4.4.3 Rooftop equipment, building components or satellite dishes shall be screened from public view from all directions on Lots 1 through 29 and lots 45 through 48. Metal roofs, if constructed on buildings on lots 1, 2, 21, 22, 23, 25 and 26, shall not be visible to properties South of F Street.

4.4.4 Decorative Block approved by Declarant shall be used to face all exterior walls of buildings facing on any street with respect to Lots 1 and 2 through 15 and Lots 30 through 48. Brick or EIFS shall be used to face all exterior walls of buildings facing any street with respect to Lots 16 through 29. The type, color, shape and design of the Decorative Block, Brick, or EIFS shall be shown in the building plans submitted to, and shall be subject to the approval of Declarant. The exterior walls of all buildings, to the extent not required to be faced with Decorative Block, Brick or EIFS, shall be faced with other Masonry approved by Declarant except that exterior walls may be constructed of other materials meeting the requirements of the Code on Lots 30 through 44.

4.4.5 The height of buildings or other improvements shall not exceed 30 feet with respect to Lots 1 through 8, Lots 24, 28 and 29 and Lots 45 through 48. The height of building or other improvements on Lots 25, 26 and 27 shall not exceed 36 feet. The height of buildings and improvements on all other lots shall not exceed 45 feet. Height shall be measured from ground to top of the building parapet except that pitched roofs may extend beyond the height restriction for lots 3 through 6 and lots 24, 28 and 29.

4.4.6 Docks shall not be permitted for Lots 20 thru 23 or on any lot for which Community Commercial may be designated under the Mixed Use Agreement. Overhead doors shall not be permitted for Lots 20 and 21.

Overhead doors may not face any street except on Lots 30 through 48. Loading docks shall be located only in the rear of buildings on Lots 1 through 19. No loading dock on lots 1 and 2 shall face F Street. Front loading docks are permitted on Lots 30 through 48. Docks on lots 45 through 48 shall not be located at the rear (opposite the street frontage) of any building. All docks facing any street must be set back at least 60 feet from the front property line.

4.4.7 All utilities shall be underground on Lots 1 through 29 and Lots 45 through 48.

4.4.8 No open exterior stairwells shall be permitted on any building.

Section 5. *Property Owner's Association*

5.1 The Association: Declarant has caused the incorporation of Altech Business Park Association, a Nebraska not for profit corporation (referred to as the "Association"). The Association has as its purpose the promotion of the well being of the Altech Business Park, including:

5.1.1 The acquisition, construction, landscaping, maintenance, operation, repair, upkeep and replacement of Common Area for the general use, benefit and enjoyment of the Owners. Common Area shall have the meaning set forth in Section 1.4 of this Declaration.

5.1.2 The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Area.

5.1.3 The exercise, promotion, enhancement and protection of the privileges and interests of the Owners.

5.1.4 The enforcement of this Declaration.

5.2 Membership and Voting. The "Owner" of each Lot except outlots and Lot 30 shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means the record owner, whether one or more persons or entities, of a fee simple title, but excluding however those parties having any interest in any Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The Owner of each Lot (except outlots and Lot 30), whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

5.2.1 Purposes and Responsibilities. The Declarant shall exercise and administer all powers and duties of the Association as such are specified herein, until such are released or relinquished from time to time by Declarant. As any powers or duties are released or relinquished from time to time by Declarant, these shall thereafter be exercised and administered by the Board of Directors of the Association. At such time as Declarant no longer holds title to any subdivision lot, any powers and duties not previously released or relinquished shall be deemed to have been released and relinquished. Thereafter the Association through its Board of Directors shall have all powers conferred upon not-for-profit corporations by the Nebraska Non-Profit Corporation Act, and 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 Declarant, and subsequently by the Board of Directors of the Association, shall include, but shall not be limited to, the following:

5.2.1.1 The acquisition, development, maintenance, repair, replacement, operation and administration of Common Area inclusive of assessments for and payment of any tax liability attributable to the Common Area and facilities, and the enforcement of the rules and regulations relating to the Common Area.

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

5.2.1.3 The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Area against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

5.2.1.4 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.

5.2.1.5 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.

5.2.1.6 The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

5.2.1.7 The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

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

5.2.1.9 The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

- 5.3 Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot other than Lot 30 with dues and assessments (herein referred to respectively as "dues and assessments") under the various provisions of this Declaration. The dues and assessments shall be fixed from time to time and shall be payable at the times and in the manner prescribed.
- 5.4 Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.
- 5.5 Purpose of Dues. The dues collected by the Association may be committed

and expended to accomplish the purposes of the Association described in this Section 5, and to perform the Powers and Responsibilities of the Association described herein.

- 5.6 Annual Dues. Unless additional assessments have been authorized in accordance with Section 5.7, below, the annual dues exclusive of additional assessments, which may become due and payable in any year shall not exceed one hundred twenty-five percent (125%) of the annual dues charged in the previous calendar year.
- 5.7 Additional Assessments. In addition to the annual dues, the Declarant or its successors may annually levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs, including state, county or city tax assessments, of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Area.
- 5.8 Assessments. Assessments and dues shall be fixed at a rate determined by Declarant or Association as to all Lots except that outlots and Lot 30 shall be exempt from assessments and dues.
- 5.9 Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.
- 5.10 Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a 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 Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Facilities or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an 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.

5.11 Easement Lots 19 and Outlot D. A special assessment shall be made solely against the owners of Lots 18 through 23 for the maintenance of the easement referred to in Section 2.3 of this Declaration. Maintenance shall include snow removal and surface maintenance. Assessments shall be made equally against the aforementioned lots.

5.12 Declarant shall have the right to convey to the Association any property within the Development and Association shall accept such property and thereafter maintain it as "Common Area".

Section 6. *Miscellaneous Provisions*

6.1 **Constructive Notice and Acceptance.** Every person who now or hereafter owns or acquires any right, title or interest in or to any Lot is and shall be conclusively deemed to have consented and agreed to every covenant, condition easement and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the lot.

6.2 **Actual Notice.** Each owner shall at all times keep the Association and the Declarant advised of a current mailing address to which all notices required by this Declaration may be sent. Any such notice shall be deemed delivered and received three days after deposit thereof in the United States mail, postage prepaid, addressed to such address.

6.3 **Effect of Invalidation.** If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

6.4 **Notwithstanding anything to the contrary contained in this Declaration,** Declarant reserves the right to designate additional portions of the Development as Common Area and to reduce or eliminate any part of the Common Area (other than that constituting the Landscape Easement referred to in Section 2.5 above) with respect to any portion of the Development owned by Declarant, unilaterally, or any portion thereof owned by a party other than Declarant, upon obtaining the consent of the Owner thereof. Declarant shall record any amendment to this Declaration appropriate for such purpose.

6.5 Declarant hereby grants to each Owner and its tenants the non-exclusive perpetual right, privilege and easement to use the Common Area for the

respective purposes for which the Common Area is constructed, designed and intended, subject, however, to (i) the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association, and (ii) the rights, easements and privileges reserved unto Declarant and granted to the Association in respect thereof as set forth in this Declaration.

- 6.6 *Assignment.* Any and all of the rights, powers and reservations of Declarant herein contained may be assigned to any person or entity which will assume the obligations of Declarant pertaining to the particular rights, powers and reservations assigned, and upon the execution and recording of a document of assignment where the assignee agrees to assume and perform such obligations, such assignee shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations as are given to and assumed by Declarant herein, and Declarant shall thereupon be released and relieved of all liability with respect to such obligations accruing from and after the date of recording.

Except as above set forth in this Section, no Owner shall have any right to assign, independently of a transfer or conveyance of such Owner's title to land within the Development, any rights or obligations created by or arising under this Declaration, and any such attempted assignment shall be not merely voidable but absolutely null and void.

- 6.8 *Term.* This Declaration, every provision hereof, and every covenant and restriction and easement contained herein, shall continue in full force and effect for a period of 30 years from the date hereof and thereafter, for successive periods of 30 years each unless the owners of seventy-five percent of the area of the Development agree to release all or part of the lands so restricted from any one or more of said restrictions, by executing and acknowledging an appropriate instrument in writing for such purposes and recording same in the office of the Register of Deeds of Douglas County, Nebraska, at least one year prior to the expiration of the first 30 year period, or one year prior to the expiration of any successive 30 year period thereafter.
- 6.9 *Changes in Property.* Declarant may at any time, or from time to time during the pendency of this Declaration, add to the Property which is covered by this Declaration all or any portion of Lots 49 and 50 which is hereafter acquired, controlled or owned by Declarant. Upon recording in the office of the Register of Deeds of Douglas County, Nebraska, of a notice of addition of land containing the provisions set forth in Section 6.9 hereof. Thereafter, the provisions contained in this Declaration shall apply to the added land which shall thereupon become part of the Development in the same manner as if such land were originally covered by this Declaration; and thereafter the

rights, privileges, duties and liabilities of the owners and occupants of the added land shall be the same as in the case of the original Property.

6.10 *Notice of Addition of Territory.* The notice of addition of land referred to in Paragraph 6.9 above shall contain the following provisions:

- (a) A reference to this Declaration, which reference shall state the date of recording hereof and the book and page number of the records of Douglas County, Nebraska, where this Declaration is recorded;
- (b) A statement that the provisions of this Declaration shall apply to the added land in the manner set forth above; and
- (c) A description of the added land.

6.11 *Right to Repurchase.* Declarant reserves the right and option to repurchase any lot or cancel the lease on any lot upon which no improvements have been made within one (1) year from the date of sale or the execution of a lease.

The purchase price plus the value of improvement (which will be established by independent appraisal) will be refunded to the purchaser. The lot will be retaken subject to existing mortgages where funds have been disbursed. All conveyances by Declarant shall be made and accepted on condition that the purchaser, grantee or owner will reconvey a Lot upon the exercise by Declarant of this option under the conditions described. More restrictive conditions in any conveyance or lease shall take precedence over the provisions of this section.

6.12 *Termination, Modification and Amendments to Mixed Use Agreement.* This Declaration, or any provision hereof, or any covenant or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the Development or any portion thereof, (i) by Declarant upon compliance with the procedures set forth in Section 6.13 below so long as Declarant owns at least 50% of the land area constituting the Development, and (ii) thereafter by the owners of eighty percent of the area of the Development upon compliance with the procedures set forth in Section 6.13 below. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed, acknowledged, and recorded in the office of the Register of Deeds of Douglas County, Nebraska. No such termination, extension, modification or amendment shall affect the terms and condition of the Mixed Use Agreement unless that Agreement is also amended under the procedures set forth therein. Declarant acknowledges that certain provisions in the Mixed Use Agreement are in part for the benefit of

neighboring property owners. Declarant shall not seek to alter or amend the Mixed Use Agreement without first giving at least ten days prior written notice to the following:

First Port L.P., a Nebraska Limited Partnership ("First Port")

Williamsburg Homeowners Association, Inc., a Nebraska Non-Profit Corporation ("Williamsburg")

Oakbrook Meadows Homeowners Association, Inc., a Nebraska Non-Profit Corporation ("Oakbrook")

Notice as required herein shall be deemed given if deposited in the U.S. Certified Mail, postage prepaid addressed as follows:

If to First Port: Attn. Pat McNeil, President
 First Port Development, Inc., General Partner
 PO Box 37207
 Omaha, Nebraska 68137

If to Williamsburg: 4271 South 149th Street
 Omaha, Nebraska 68137

If to Oakbrook: 15247 Garfield Street
 Omaha, Nebraska 68144

Any change in the foregoing addresses shall not be effective unless written notice of such change is given to Declarant.

- 6.13 *Consent to Amendment.* Declarant acknowledges that certain of the provisions contained herein are intended to benefit property owners and neighborhoods adjacent to the Development. Declarant for itself and for the Property Owner's Association (both referred to as "Declarant") therefore covenants that Section 6.12, this Section 6.13 and those provisions referred to below will not be amended or modified except according to the following procedures. The property owners and neighborhoods referred to herein are:

First Port
Williamsburg
Oakbrook

These will be referred to herein as "Covenantees". The term "Covenantees"

shall include any assignees or successors in interest to the Covenantees identified above.

6.13.1 Without prior notice to and the consent of Covenantees, which consent shall not be unreasonably withheld, Declarant will not modify or amend:

With respect to Covenantee, First Port:

<u>Declaration Provision</u>	<u>Lots</u>
2.5	1,2,21,22,23,25,26
3.2	1-29
4.2.1	1,2,21,22,23,25,26
4.2.6	1-48
4.3.1	1,2,21,22,23, 25,26
4.3.2	1,2,21,22,23,25,26
4.3.5	1,2,21,22,23,25,26
4.3.6	1,2,21,22,23,25,26
4.3.7	1,2,21,22,23,25,26
4.3.8	1,2,21,22,23,25,26
4.4.4	1-29
4.4.5	1-29
4.4.6	1,2,21,22,23,25,26
4.4.7	1-29

With respect to Covenantee, Williamsburg:

<u>Declaration Provision</u>	<u>Lots</u>
2.5	1,2,21,22,23,25,26
3.2	1-29
4.2.1	1,2,21,22,23,25,26
4.2.3	1-29
4.2.6	1-48
4.2.8	1-29
4.3.1	1-29
4.3.2	1-29
4.3.5	1-29
4.3.8	1-29
4.4.4	1-29
4.4.5	1-29

4.4.6	1-29
4.4.7	1-29
6.4	1-29

With respect to Covenantee, Oakbrook Meadows

<u>Declaration Provision</u>	<u>Lots</u>
4.2.1	7,8,35-48
4.2.6	1-48
4.3.1	7,8,39-48
4.3.2	7,8,39-48
4.3.8	7,8,39-48
4.4.4	7,8,39-48
4.4.5	7,8,35-48
4.4.6	7,8,39-48

6.13.2 Notice shall be given by Declarant to any affected Covenantee of any intent by Declarant to amend or modify stating specifically by reference to the section of this Declaration the manner in which Declarant proposes to amend or modify such provision.

6.13.3 If any request by Declarant for consent to amendment or modification becomes the subject of dispute between Declarant and any Covenantee, the dispute shall be resolved by arbitration according to the procedures of the American Arbitration Association. If a Covenantee refuses to give consent to a request for amendment or modification or fails to act upon a request within thirty (30) days after receipt of notice, Declarant may make a demand for arbitration. The only issue for arbitration shall be whether or not consent has been unreasonably withheld given the nature of the requested amendment or modification and the effect thereof upon the Covenantee.

6.13.4 Notices required herein shall be deemed given if deposited in the U.S. Certified Mail, postage prepaid, addressed as follows:

If to First Port: Attn Pat McNeil, President
 First Port Development, Inc., General Partner
 PO Box 37207
 Omaha, Nebraska 68137

If to Williamsburg: 4271 South 149th Street
Omaha, Nebraska 68137

If to Oakbrook: 15247 Garfield Street
Omaha, Nebraska 68144

- 6.14 Declarant, or any Owner, or the Property Owners Association may bring an action to enforce any provision of these covenants. If an Owner defaults in any of its obligations or covenants hereunder, any such party shall be entitled to enforce this Declaration by all remedies available at law or in equity, including, but not limited to, seeking an injunction and maintaining an action for damages.
- 6.15 *Summary.* Attached as Exhibit B are summary charts listing Building Requirements and Exterior Requirements as contained in this Declaration. These summaries are for convenient reference only, and the provisions of this Declaration shall control in the event of any contradiction or inconsistency.

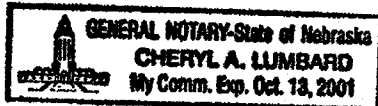
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 30 day of June, 1998.

TED GRACE DEVELOPMENT, L.L.C., a
Nebraska Limited Liability Company

BY: Ted V. Grace
Its Member and Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 30 day of June, 1998, by Ted V. Grace, Manager of Ted Grace Development L.L.C., a Nebraska limited liability company on behalf of the Company.



Cheryl A. Lumbaro
Notary Public

The undersigned execute the foregoing Declaration solely for purposes of consent to the provisions of Section 6.13.

By: First Port L.P.
First Port Development, Inc., General Partner

By: *Patricia McNeil*
Its President

Williamsburg Homeowners Association, Inc.

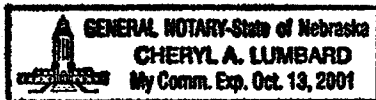
By: *Greg Williams*
Its President

Oakbrook Meadows Homeowners Association, Inc.

By: *Emily Alison*
Its President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

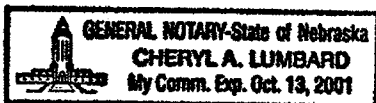
The foregoing instrument was acknowledged before me this 9 day of July, 1998, by Patricia McNeil, President of First Port Development, Inc., on behalf of First Port L.P.



Cheryl A. Lumbard
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

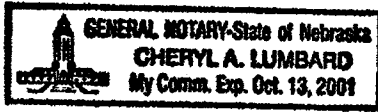
The foregoing instrument was acknowledged before me this 13 day of July, 1998, by Greg Williams, President of Williamsburg Homeowners Association, Inc.



Cheryl A. Lumbard
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 17 day of July,
1998, by Janette Allison, President of Oakbrook Meadows Homeowners Association,
Inc.



Cheryl A. Lombard
Notary Public

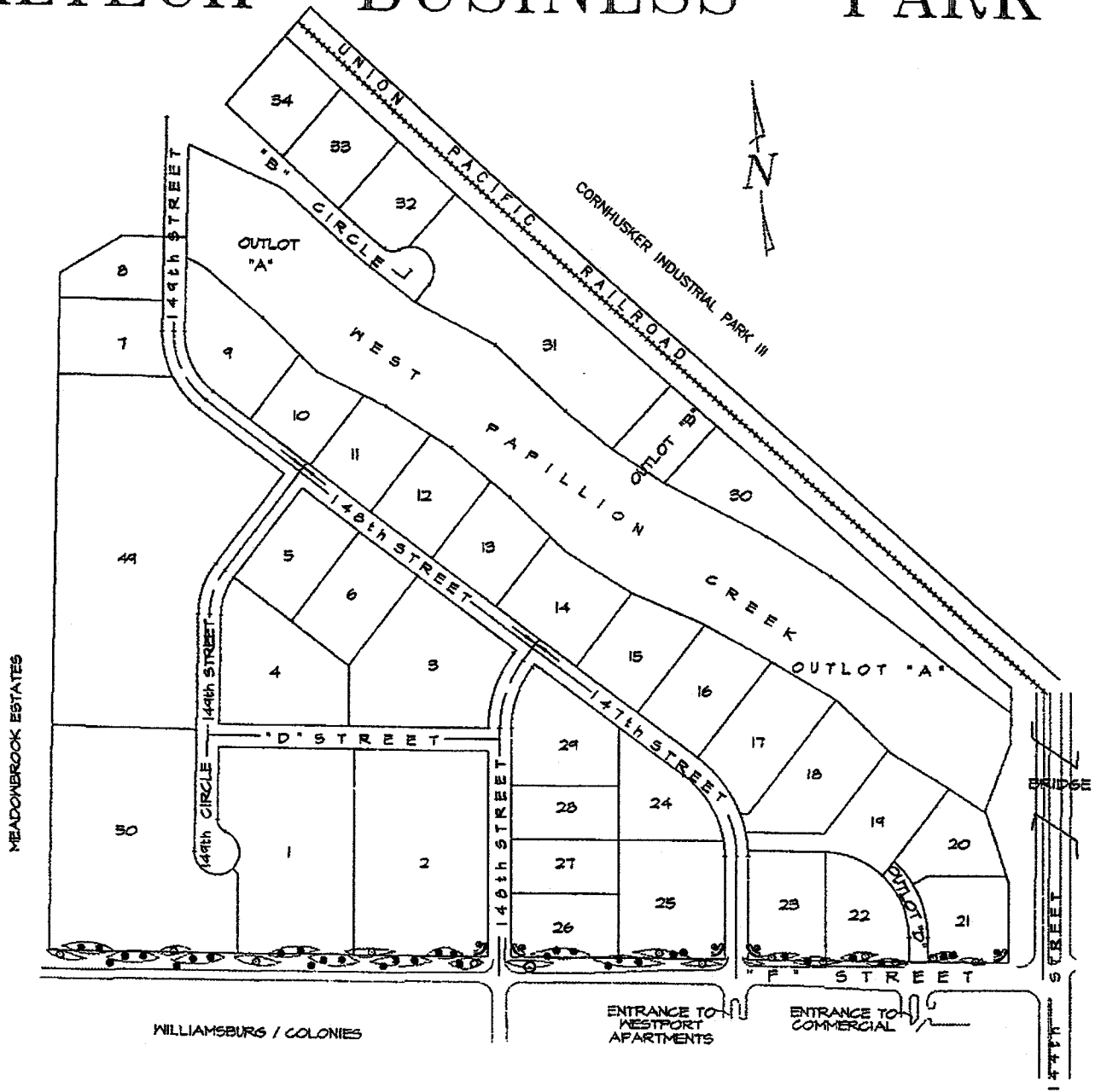
EXHIBIT A

Lots 1 through 48 and outlots A, B, C and D, Altech Business Park, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and as further shown in Exhibits A1 and A2, attached hereto, except that Lots 24 and 25 shall mean Lots 1 and 2, Altech Business Park, Replat 1, being a replat of Lots 24 and 25, Altech Business Park, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

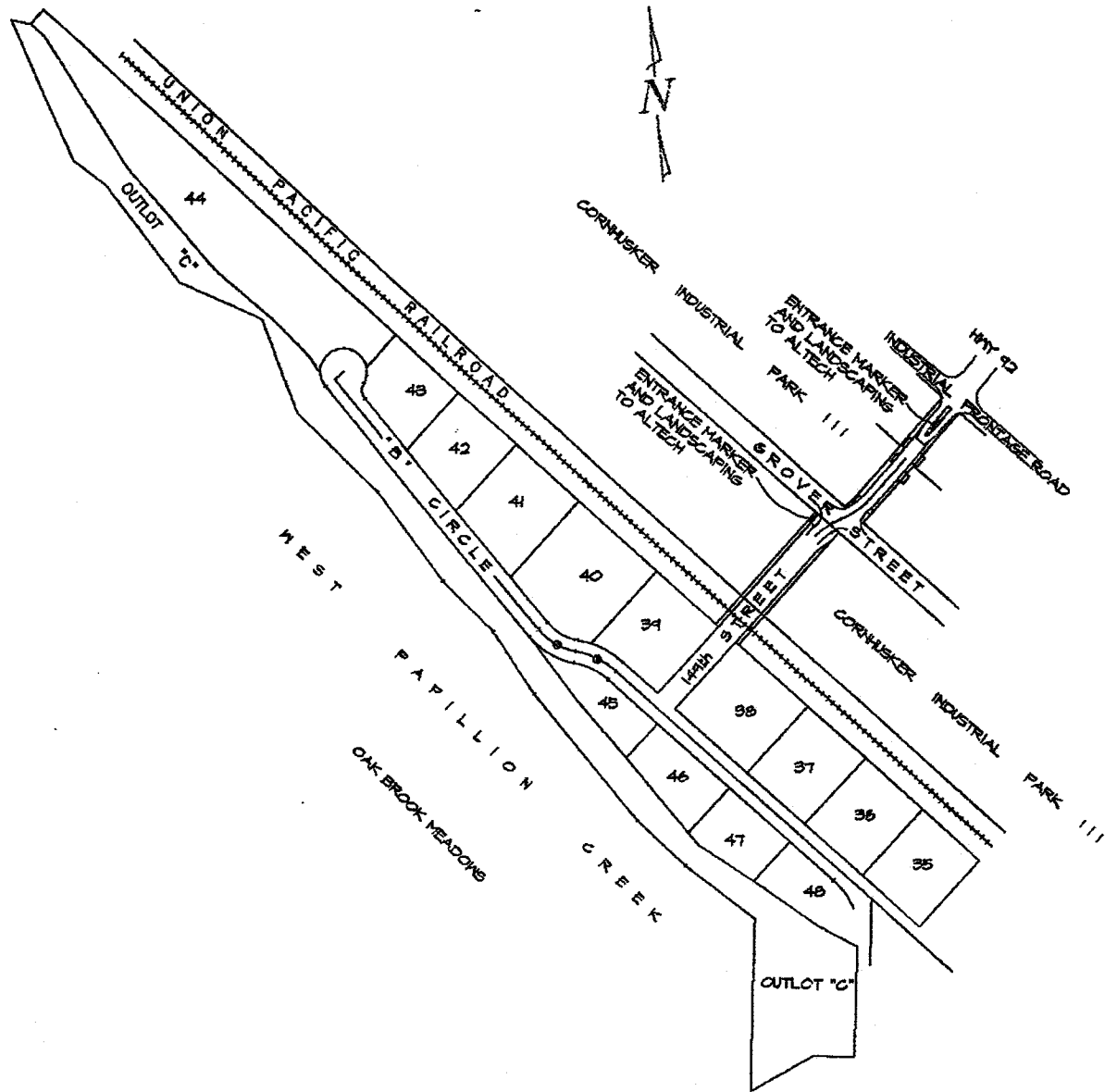
MI-00502

MI-00503

ALTECH BUSINESS PARK



ALTECH BUSINESS PARK



Altech Business Park Exterior Requirements

REVISED DATE 6/19/98

Lot No.	Zoning	Sidewalk Required	Outside Storage	Screening Req. for Outdoor Storage	Parking Lot Setback	Landscaped Right of Way & Parking Lot Setback	Concrete Curb Requirement	Parking lot pole lighting required	Underground Wiring & Utilities	Signs Attached & Monument Illumination
Cov. Ref. #	3.2	4.3.5	4.3.2	4.3.1	4.3.7	2.5	4.3.4	4.3.8	4.4.7	4.2.1
1	MU-LI (1,2)	R (1,2)	O (1,2)	R (1,2)	10' / 30' / F (1,2)	10' / 30' / F (1,2)	F.P.	F.P. (1,2)	R (2)	O (1,2)
2	MU-LI (1,2)	R (1,2)	O (1,2)	R (1,2)	10' / 30' / F (1,2)	10' / 30' / F (1,2)	F.P.	F.P. (1,2)	R (2)	O (1,2)
3	GI (1,2)	R (2)	O (2)	R (2)	10'	R	F.P.	F.P. (2)	R (2)	O
4	GI (1,2)	N (2)	O (2)	R (2)	10'	R	F.P.	F.P. (2)	R (2)	O
5	GI (1,2)	R (2)	O (2)	R (2)	10'	R	F.P.	F.P. (2)	R (2)	O
6	GI (1,2)	R (2)	O (2)	R (2)	10'	R	F.P.	F.P. (2)	R (2)	O
7	GI (1,2)	R (2)	O (2,3)	R (2,3)	10'	R	F.P.	F.P. (2,3)	R (2)	O (3)
8	GI (1,2)	R (2)	O (2,3)	R (2,3)	10'	R	F.P.	F.P. (2,3)	R (2)	O (3)
9	GI (1,2)	N (2)	O (2)	R (2)	10'	R	F.P.	F.P. (2)	R (2)	O
10	GI (1,2)	N (2)	O (2)	R (2)	10'	R	F.P.	F.P. (2)	R (2)	O
11	GI (1,2)	N (2)	O (2)	R (2)	10'	R	F.P.	F.P. (2)	R (2)	O
12	GI (1,2)	N (2)	O (2)	R (2)	10'	R	F.P.	F.P. (2)	R (2)	O
13	GI (1,2)	N (2)	O (2)	R (2)	10'	R	F.P.	F.P. (2)	R (2)	O
14	GI (1,2)	N (2)	O (2)	R (2)	10'	R	F.P.	F.P. (2)	R (2)	O
15	GI (1,2)	N (2)	O (2)	R (2)	10'	R	F.P.	F.P. (2)	R (2)	O
16	LI (1,2)	N (2)	O (2)	R (2)	MUA / 10'	R	F.P.	F.P. (2)	R (2)	O
17	LI (1,2)	N (2)	O (2)	R (2)	MUA / 10'	R	F.P.	F.P. (2)	R (2)	O
18	LI (1,2)	N (2)	O (2)	R (2)	MUA / 10'	R	R	F.P. (2)	R (2)	O
19	MU-LI (1,2)	N (2)	RE (2)	RE (2)	MUA	R	R	F.R.P. (2)	R (2)	O
20	MU-CC (1,2)	R (2)	RE (2)	RE (2)	MUA	R	R	F.R.P. (2)	R (2)	O
21	MU-CC (1,2)	R (1,2)	RE (1,2)	RE (1,2)	MUA / 30' / F (1,2)	R / 30' / F (1,2)	R	F.R.P. (1,2)	R (2)	O (1,2)
22	MU-CC (1,2)	R (1,2)	RE (1,2)	RE (1,2)	MUA / 30' / F (1,2)	R / 30' / F (1,2)	R	F.R.P. (1,2)	R (2)	O (1,2)
23	MU-CC (1,2)	R (1,2)	RE (1,2)	RE (1,2)	MUA / 30' / F (1,2)	R / 30' / F (1,2)	R	F.R.P. (1,2)	R (2)	O (1,2)
24	LI (1,2)	R (2)	RE (2)	RE (1,2)	MUA	R	R	F.P. (2)	R (2)	O
25	MU-LI (1,2)	R (1,2)	RE (1,2)	RE (1,2)	MUA / 30' / F (1,2)	R / 30' / F (1,2)	R	F.P. (1,2)	R (2)	O (1,2)
26	MU-LI (1,2)	R (1,2)	RE (1,2)	RE (1,2)	MUA / 30' / F (1,2)	R / 30' / F (1,2)	R	F.P. (1,2)	R (2)	O (1,2)
27	MU-LI (1,2)	N (2)	RE (2)	RE (2)	MUA	R	R	F.P. (2)	R (2)	O
28	LI (1,2)	N (2)	RE (2)	RE (2)	MUA	R	R	F.P. (2)	R (2)	O
29	LI (1,2)	R (2)	RE (2)	RE (2)	MUA	R	R	F.P. (2)	R (2)	O
30	GI	N	O	R	N	R	O	O	N	O
31	GI	N	O	R	10'	R	O	O	N	O
32	GI	N	O	O	10'	R	O	O	N	O
33	GI	N	O	O	10'	R	O	O	N	O
34	GI	N	O	O	10'	R	O	O	N	O
35	GI	N	O	O	10'	R	O	O	N	O (3)
36	GI	N	O	O	10'	R	O	O	N	O (3)
37	GI	N	O	O	10'	R	O	O	N	O (3)
38	GI	N	O	R	10'	R	O	O	N	O (3)
39	GI	N	O (3)	R (3)	10'	R	O	F.P. (3)	N	O (3)
40	GI	N	O (3)	O (3)	10'	R	O	F.P. (3)	N	O (3)
41	GI	N	O (3)	O (3)	10'	R	O	F.P. (3)	N	O (3)
42	GI	N	O (3)	O (3)	10'	R	O	F.P. (3)	N	O (3)
43	GI	N	O (3)	O (3)	10'	R	O	F.P. (3)	N	O (3)
44	GI	N	O (3)	R (3)	10'	R	O	F.P. (3)	N	O (3)
45	GI	N	O (3)	R (3)	10'	R	O	R.P. (3)	R	O (3)
46	GI	N	O (3)	R (3)	10'	R	O	R.P. (3)	R	O (3)
47	GI	N	O (3)	R (3)	10'	R	O	R.P. (3)	R	O (3)
48	GI	N	O (3)	R (3)	10'	R	O	R.P. (3)	R	O (3)

LEGEND	
LI	LIMITED INDUSTRIAL
MU	MIXED USE
GI	GENERAL INDUSTRIAL
CC	COMMUNITY COMMERCIAL
F.R.P.	PARKING IN FRONT & REAR OF BUILDING
R.P.	REAR PARKING OR STORAGE AREA
10'	SET BACK FROM STREET SIDE PROPERTY LINE
30' / F	30' LANDSCAPE EASEMENT MAINTAINED BY OWNERS ASSOCIATION
F	"F" STREET
144	"144" STREET
MUA	MIXED USE AGREEMENT
R	REQUIREMENT
O	OPTIONAL
N	NOT REQUIRED
RE	RESTRICTED
F.P.	PARKING IN FRONT OF BUILDING

COVENANTEES	
(1)	First Port Development
(2)	Williamburg
(3)	Oak Brook Meadows

EXHIBIT B

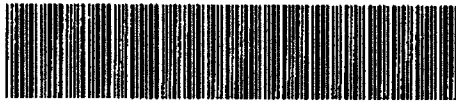
Altech Business Park Building Requirements

REVISED DATE 6/19/98

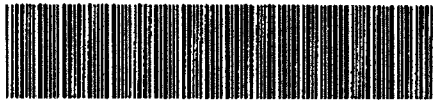
Lot #	Zoning	Rooftop HVAC Screening from Road	Decorative Masonry Roadside	Brick or EFIS on Roadside	Masonry other walls	Limited Height	Rear or Side Overhead Door	Overhead Door Toward Street	Rear Loading Dock	Dock 60' Back from Front Property line
Cov. Ref. #	3.2	4.4.3	4.4.4	4.4.4	4.4.4	4.4.5	4.4.6	4.4.6	4.4.6	4.4.6
1	MU-LI (1,2)	R	R (1,2)	O (1,2)	R (1,2)	A (1,2)	O (1,2)	RE (1,2)	O (1,2)	RE (1,2)
2	MU-LI (1,2)	R	R (1,2)	O (1,2)	R (1,2)	A (1,2)	O (1,2)	RE (1,2)	O (1,2)	RE (1,2)
3	GI (1,2)	R	R (1,2)	O (1,2)	R (1,2)	B (1,2)	O (2)	RE (2)	O (2)	RE (2)
4	GI (1,2)	R	R (1,2)	O (1,2)	R (1,2)	B (1,2)	O (2)	RE (2)	O (2)	RE (2)
5	GI (1,2)	R	R (1,2)	O (1,2)	R (1,2)	B (1,2)	O (2)	RE (2)	O (2)	RE (2)
6	GI (1,2)	R	R (1,2)	O (1,2)	R (1,2)	B (1,2)	O (2)	RE (2)	O (2)	RE (2)
7	GI (1,2)	R	R (1,2,3)	O (1,2,3)	R (1,2,3)	A (1,2,3)	O (2,3)	RE (2,3)	O (2,3)	RE (2,3)
8	GI (1,2)	R	R (1,2,3)	O (1,2,3)	R (1,2,3)	A (1,2,3)	O (2,3)	RE (2,3)	O (2,3)	RE (2,3)
9	GI (1,2)	R	R (1,2)	O (1,2)	R (1,2)	C (1,2)	O (2)	RE (2)	O (2)	RE (2)
10	GI (1,2)	R	R (1,2)	O (1,2)	R (1,2)	C (1,2)	O (2)	RE (2)	O (2)	RE (2)
11	GI (1,2)	R	R (1,2)	O (1,2)	R (1,2)	C (1,2)	O (2)	RE (2)	O (2)	RE (2)
12	GI (1,2)	R	R (1,2)	O (1,2)	R (1,2)	C (1,2)	O (2)	RE (2)	O (2)	RE (2)
13	GI (1,2)	R	R (1,2)	O (1,2)	R (1,2)	C (1,2)	O (2)	RE (2)	O (2)	RE (2)
14	GI (1,2)	R	R (1,2)	O (1,2)	R (1,2)	C (1,2)	O (2)	RE (2)	O (2)	RE (2)
15	GI (1,2)	R	R (1,2)	O (1,2)	R (1,2)	C (1,2)	O (2)	RE (2)	O (2)	RE (2)
16	LI (1,2)	R	RE (1,2)	R (1,2)	R (1,2)	C (1,2)	O (2)	RE (2)	O (2)	RE (2)
17	LI (1,2)	R	RE (1,2)	R (1,2)	R (1,2)	C (1,2)	O (2)	RE (2)	O (2)	RE (2)
18	LI (1,2)	R	RE (1,2)	R (1,2)	R (1,2)	C (1,2)	O (2)	RE (2)	O (2)	RE (2)
19	MU-LI (1,2)	R	RE (1,2)	R (1,2)	R (1,2)	C (1,2)	O (2)	RE (2)	O (2)	RE (2)
20	MU-CC (1,2)	R	RE (1,2)	R (1,2)	R (1,2)	C (1,2)	RE (1,2)	RE (2)	RE (2)	RE (2)
21	MU-CC (1,2)	R	RE (1,2)	R (1,2)	R (1,2)	C (1,2)	RE (1,2)	RE (1,2)	RE (1,2)	RE (1,2)
22	MU-CC (1,2)	R	RE (1,2)	R (1,2)	R (1,2)	C (1,2)	O (1,2)	RE (1,2)	RE (1,2)	RE (1,2)
23	MU-CC (1,2)	R	RE (1,2)	R (1,2)	R (1,2)	C (1,2)	O (1,2)	RE (1,2)	RE (1,2)	RE (1,2)
24	U (1,2)	R	RE (1,2)	R (1,2)	R (1,2)	B (1,2)	O (1,2)	RE (2)	RE (2)	RE (2)
25	MU-LI (1,2)	R	RE (1,2)	R (1,2)	R (1,2)	D (1,2)	O (1,2)	RE (1,2)	RE (1,2)	RE (1,2)
26	MU-LI (1,2)	R	RE (1,2)	R (1,2)	R (1,2)	D (1,2)	O (1,2)	RE (1,2)	RE (1,2)	RE (1,2)
27	MU-LI (1,2)	R	RE (1,2)	R (1,2)	R (1,2)	D (1,2)	O (1,2)	RE (2)	RE (2)	RE (2)
28	LI (1,2)	R	RE (1,2)	R (1,2)	R (1,2)	B (1,2)	O (2)	RE (2)	RE (2)	RE (2)
29	U (1,2)	R	RE (1,2)	R (1,2)	R (1,2)	B (1,2)	O (2)	RE (2)	RE (2)	RE (2)
30	GI	O	R	O	O	C	O	O	O	O
31	GI	O	R	O	O	C	O	O	O	O
32	GI	O	R	O	O	C	O	O	O	O
33	GI	O	R	O	O	C	O	O	O	O
34	GI	O	R	O	O	C	O	O	O	O
35	GI	O	R	O	O	C (3)	O	O	O	O
36	GI	O	R	O	O	C (3)	O	O	O	O
37	GI	O	R	O	O	C (3)	O	O	O	O
38	GI	O	R	O	O	C (3)	O	O	O	O
39	GI	O	R (3)	O (3)	O (3)	C (3)	O (3)	O (3)	O (3)	O (3)
40	GI	O	R (3)	O (3)	O (3)	C (3)	O (3)	O (3)	O (3)	O (3)
41	GI	O	R (3)	O (3)	O (3)	C (3)	O (3)	O (3)	O (3)	O (3)
42	GI	O	R (3)	O (3)	O (3)	C (3)	O (3)	O (3)	O (3)	O (3)
43	GI	O	R (3)	O (3)	O (3)	C (3)	O (3)	O (3)	O (3)	O (3)
44	GI	O	R (3)	O (3)	O (3)	C (3)	O (3)	O (3)	O (3)	O (3)
45	GI	R	R (3)	O (3)	R (3)	A (3)	O (3)	O (3)	RE (3)	O (3)
46	GI	R	R (3)	O (3)	R (3)	A (3)	O (3)	O (3)	RE (3)	O (3)
47	GI	R	R (3)	O (3)	R (3)	A (3)	O (3)	O (3)	RE (3)	O (3)
48	GI	R	R (3)	O (3)	R (3)	A (3)	O (3)	O (3)	RE (3)	O (3)

LEGEND	
LI	LIMITED INDUSTRIAL
MU	MIXED USE
GI	GENERAL INDUSTRIAL
CC	COMMUNITY COMMERCIAL
O	OPTIONAL
R	REQUIREMENT
RE	RESTRICTED
A	HEIGHT ALLOWED TO TOP OF PARAPET 30'-0"
B	HEIGHT ALLOWED TO TOP OF PARAPET 30'-0" OR FASCIA 30'-0" AND PITCHED ROOF MAY EXTEND TO A MAX HEIGHT OF 45'-0"
C	HEIGHT OF BUILDING AND IMPROVEMENTS NOT TO EXCEED 45'-0"
D	HEIGHT OF BUILDING AND IMPROVEMENT NOT TO EXCEED 36'-0"

COVENANTEES	
(1)	First Port Development
(2)	Williamburg
(3)	Oak Brook Meadows



1323 388 MISC



00567 00 388-392

Nebr Doc Stamp Tax
Date
\$
By

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 JAN 13 AM 11:51

RECEIVED

**FIRST AMENDMENT TO ALTECH BUSINESS PARK
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS**

Ted Grace Development, L.L.C., Declarant under the Altech Business Park Declaration of Covenants, Conditions, Easements and Restrictions (the "Declaration") with respect to the real property described in Exhibit A attached hereto, which Declaration was recorded on the 31st day of July, 1998, at Book 1257, Page 546 of the Miscellaneous Real Estate Records of Douglas County, Nebraska, pursuant to powers reserved to Declarant in Section 6.12 of the Declaration amends the Declaration as follows:

1. Section 2.3 is deleted and the following is substituted therefor:

"2.3 WestPort Plaza Easement. An easement is created over Real Estate described in Exhibit "B" attached hereto for purposes of vehicular and pedestrian ingress and egress to and from 147th and F Street and to or from the Real Estate and Lots 20, 21, and 23, Altech Business Park, as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 and 2, Altech Business Park Replat 3, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. The easement shall be known as "WestPort Plaza". The Easement shall be paved to a thickness of 7 inches with concrete limestone. The Easement shall be lighted and the portions thereof not covered by paving shall be landscaped and at Declarant's option, irrigated. Declarant shall approve of all curb cuts to the Easement, and the plans with respect to the same shall be a part of the building plans required under Section 4.4 to be submitted for prior approval by Declarant. No changes in such curb cuts and no additional curb cuts shall thereafter be made without the approval of Declarant. Maintenance of the Easement shall be the shared responsibility of the owners of the lots abutting the Easement under the procedures set forth in Section 5.11 below."

2. Section 5.11 of the Declaration is deleted and the following is substituted therefor:

"5.11 WestPort Plaza Easement. A special assessment shall be made solely against the owners of the lots abutting the WestPort Plaza Easement as described in Section 2.3 of this Declaration for the maintenance of the Easement. Maintenance shall include snow removal, surface maintenance, lighting, and landscaping, including plantings, irrigation and other landscape maintenance. Assessments shall be made against each lot abutting the Easement on the basis of the square footage of such lots, excluding any such square footage that is within the easement area."

FEE 50.00 FB attached

BKP _____ C/O _____ COMP g

DEL _____ SCAN ds FV _____

567
m

3. Except to the extent amended herein, the Declaration shall remain in full force and effect in accordance with its terms.

Dated: January 12th, 2000.

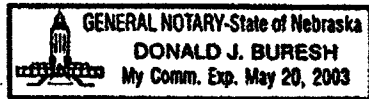
TED GRACE DEVELOPMENT, L.L.C., a Nebraska
Limited Liability Company

By: Ted V. Grace Manager

Ted V. Grace, Its Manager

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12 day of January, 2000, by Ted V. Grace, Manager of Ted Grace Development, L.L.C., a Nebraska limited liability company, on behalf of the company.



[Signature]

Notary Public

M1-00502

EXHIBIT "A"

Lots 1 through 17 inclusive; Lots 20, 21 and 23; Lots 26 through 29 inclusive; Lots 32 through 48 inclusive; and Outlots A, B and C. *Altech Business Park a subdivision in Douglas County Nebraska*

M1-00503

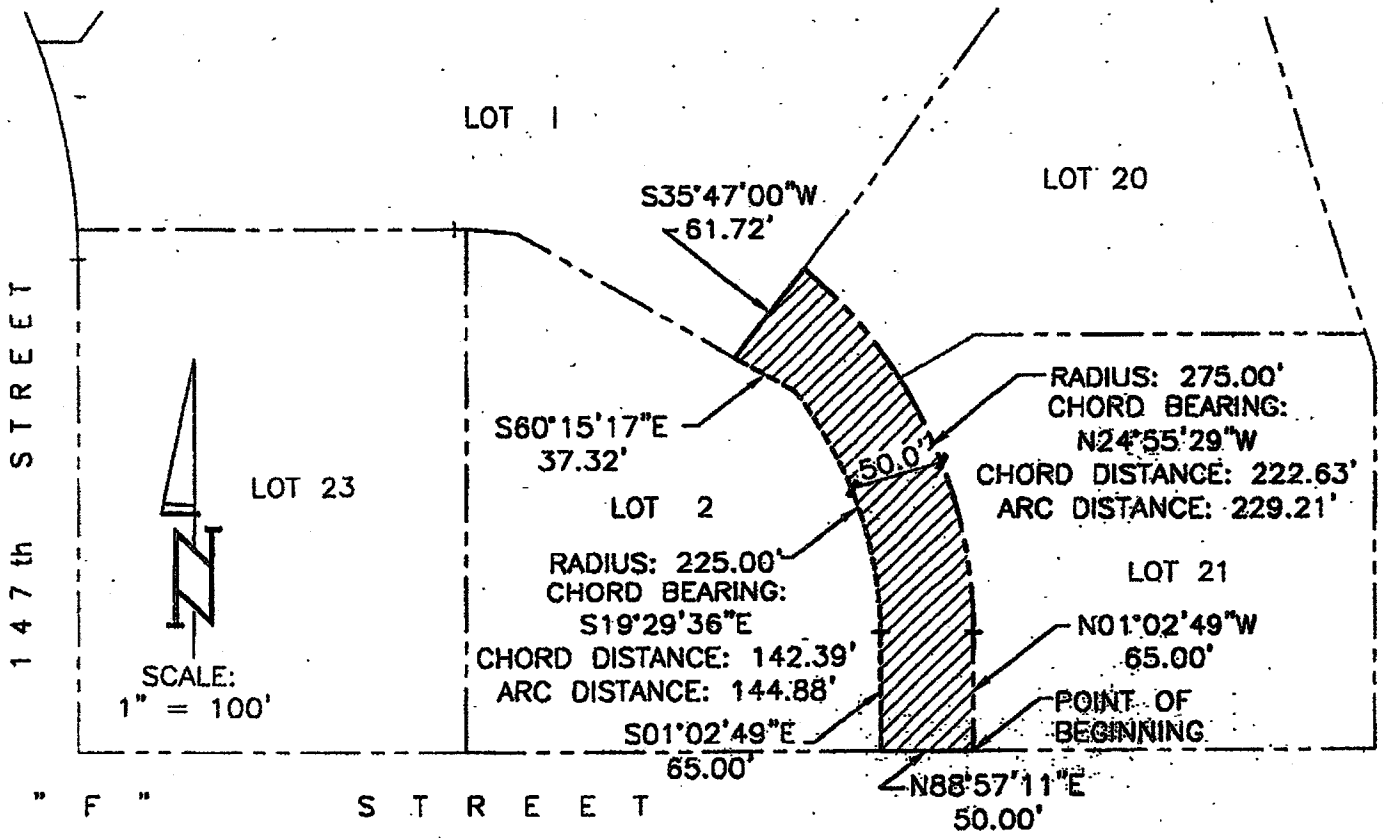
Lots 1 and 2, Altech Business Park Replat 1, being a replat of Lots 24 and 25, Altech Business Park, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

M1-00504

Lots 1 and 2, Altech Business Park Replat 2, being a replat of Lot 31, Altech Business Park, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

M1-00505

Lots 1 and 2, Altech Business Park Replat 3, being a replat of Lots 18, 19, 22 and Outlot D of Altech Business Park, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.



LEGAL DESCRIPTION

THAT PART OF LOT 2, ALTECH BUSINESS PARK REPLAT 3, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SE CORNER OF SAID LOT 2;

THENCE N01°02'49"W (ASSUMED BEARING) 65.00 FEET ON THE EASTERLY LINE OF SAID LOT 2;

THENCE NORTHWESTERLY ON THE EASTERLY LINE OF SAID LOT 2 ON A 275.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N24°55'29"W CHORD DISTANCE, 222.63 FEET, AN ARC DISTANCE OF 229.21 FEET TO THE NORTHERLY LINE THEREOF;

THENCE S35°47'00"W 61.72 FEET ON THE NORTHERLY LINE OF SAID LOT 2;

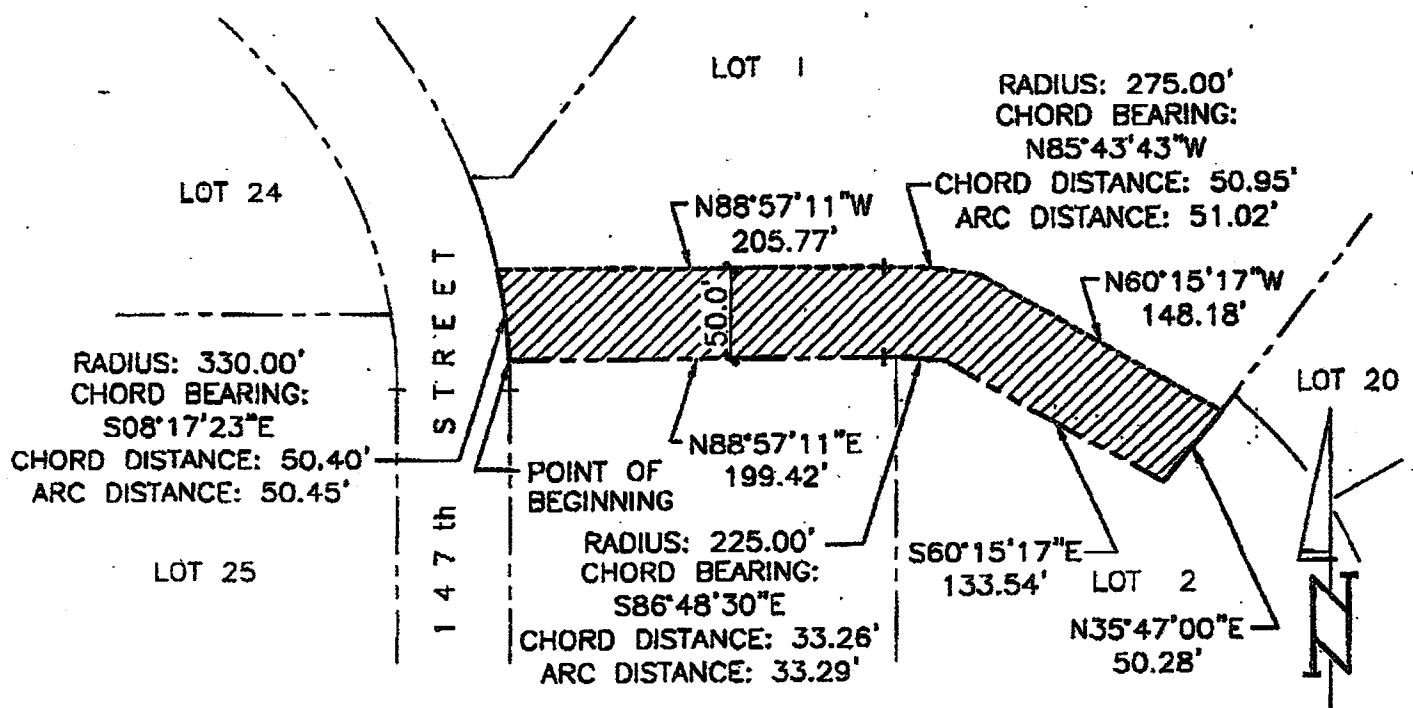
THENCE S60°15'17"E 37.32 FEET ON THE SOUTHEASTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LOT 2;

THENCE SOUTHERLY ON A NON-TANGENT 225.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S19°29'36"E CHORD DISTANCE 142.39 FEET, AN ARC DISTANCE OF 144.88 FEET ON A LINE 50.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 2;

THENCE S01°02'49"E 65.00 FEET ON A LINE 50.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 2 TO THE SOUTHERLY LINE THEREOF;

THENCE N88°57'11"E 50.00 FEET ON THE SOUTHERLY LINE OF SAID LOT 2 TO THE POINT OF BEGINNING.

Exhibit B



LEGAL DESCRIPTION

LOT 23

SCALE:
1" = 100'

A 50.00 FOOT WIDE STRIP OF LAND LYING WITHIN THAT PART OF LOT 1, ALTECH BUSINESS PARK REPLAT 3, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID LOT 1;

THENCE N88°57'11"E (ASSUMED BEARING) 199.42 FEET ON THE SOUTHERLY LINE OF SAID LOT 1;

THENCE EASTERLY ON THE SOUTHERLY LINE OF SAID LOT 1 ON A 225.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S86°48'30"E CHORD DISTANCE 33.26 FEET, AN ARC DISTANCE OF 33.29 FEET;

THENCE SOUTHEASTERLY ON THE SOUTHERLY LINE OF SAID LOT 1 S60°15'17"E 133.54 FEET TO THE SE CORNER THEREOF;

THENCE NORTHEASTERLY ON THE EASTERLY LINE OF SAID LOT 1 N35°47'00"E 50.28 FEET;

THENCE N60°15'17"W 148.18 FEET ON A LINE 50.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1;

THENCE NORTHWESTERLY ON A NON-TANGENT 275.00 FOOT RADIUS CURVE TO THE LEFT CHORD BEARING N85°43'43"W CHORD DISTANCE 50.95 FEET, AN ARC DISTANCE OF 51.02 FEET ON A LINE 50.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1;

THENCE N88°57'11"W 205.77 FEET ON A LINE 50.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1 TO THE WESTERLY LINE THEREOF;

THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID LOT 1 ON A NON-TANGENT 330.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S08°17'23"E CHORD DISTANCE 50.40 FEET, AN ARC DISTANCE OF 50.45 FEET TO THE POINT OF BEGINNING.