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BOOK 592 PAGE 155

PROTECTIVE COVENANTS AND RESTRICTIONS

WHEREAS, The Old Mill Land and Holding Company is the owner of Old Mill Plaza, being

Lots 1 through 17 inclusive in Old Mill Plaza, a subdivision in the City of Omaha, Douglas County, Nebraska according to the recorded plat thereof.

WHEREAS, The Old Mill Land and Holding Company desires to place restrictions upon said lots for the use and benefit of the present owner and for the use and benefit of its future grantees.

NOW, THEREFORE, in consideration of the premises, The Old Mill Land and Holding Company for itself and for its successors and assigns, and for its and their grantees, hereby agrees and declares that, subject to the exceptions hereinafter provided, the above-described Old Mill Plaza shall be and the same is hereby restricted as to the use in the manner hereinafter set forth:

1. All persons or corporations who now own or shall hereafter acquire any interest in any of said Old Mill Plaza shall be taken to agree and covenant with the owner of said Old Mill Plaza and with its successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof, and the construction of buildings and improvements thereon for a period of twenty (20) years from August 4, 1971, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

2. No building or structure of any kind may be erected on or moved onto the above described property unless and until the plans, location, and grade thereof have been submitted to The Old Mill Land and Holding Company and by it approved in writing; nor shall any change or alteration be made in the exterior design of any such building or structure after the original construction thereof, until approval thereof has been given in writing by The Old Mill Land and Holding Company. Anything in this Declaration of Restrictions to the contrary notwithstanding, The Old Mill Land and Holding Company its successors and assigns, shall have and do hereby reserve the right to determine the location of all buildings upon the respective sites.

3. No building may be erected on the above described property until a landscaping plan showing location and type of trees and shrubs shall have been submitted to The Old Mill Land and Holding Company and by it approved in writing.

4. No owner of any portion of the above-described property shall...

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yed.

THE STATE OF NEBRASKA
COUNTY OF DOUGLAS
I, Notary Public for said County and State, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of said County and State.
Notary Public
Nebraska
07
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592 156

5. No sign of any kind or description shall be placed, exposed to view, or permitted to remain on any portion of Old Mill Plaza or in any street adjacent thereto unless and until approval in writing of the size, working and design of such sign shall have been obtained from The Old Mill Land and Holding Company. This approval by The Old Mill Land and Holding Company shall not be required for street markers, traffic signs, and other signs displayed by the City of Omaha or by other governmental units. In the event that any sign other than those described above shall be placed or exposed to view on any of the lands covered by these restrictions, the officers or agents of The Old Mill Land and Holding Company are hereby given the right to enter upon any such property and remove such signs.

6. The total coverage of buildings and structures shall not exceed twenty-five (25%) percent of the area of each individual tract.

7. All vehicular parking (customer, visitor, and employee) shall be off-street. The number of vehicular parking spaces, location, and screening shall have been submitted to The Old Mill Land and Holding Company and by it approved in writing. In no case shall any parking area be located immediately in front of the principal building on any tract.

8. Each tract shall have a minimum of twenty-five (25%) percent of its area designated as open or green space. This area will include all area not covered with parking, drives, or structures.

9. Each principal building shall have and maintain two flag poles (one for the American flag and one for the Nebraska State flag) in the area immediately in front of the building. These shall be of a type and size approved by The Old Mill Land and Holding Company.

10. The general use of the above described property shall be limited to offices except when approved in writing by The Old Mill Land and Holding Company. The above described property is especially restricted from use for Federal or State chartered banking facilities without written approval from The Old Mill Land and Holding Company.

11. Zoning changes shall not be applied for without written approval of The Old Mill Land and Holding Company.

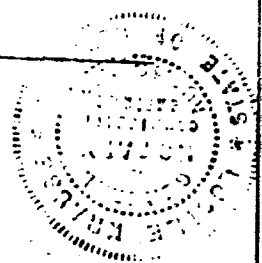
12. The Old Mill Land and Holding Company shall be authorized to make such exceptions to, or modifications of, these protective covenants as unusual circumstances or special situations may warrant; provided, however, that such exceptions or modifications shall not invalidate these covenants in principal or general objective.

13. Each of the restrictions above set forth shall continue and be binding upon The Old Mill Land and Holding Company and upon its successors and assigns, for a period of twenty (20) years from _____, 1971, and shall automatically

BOOK 502 PAGE 158

Witness my hand and Notarial Seal at Omaha in said County the day and year last above written.

Francis Y. Yancey
Notary Public



My Commission Expires:

Aug 19 1944.

I
entitled _____
Book 10
which is _____

1
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
11 DAY OF August 1944 AT 8:46 AM. C. HAROLD OSTLER, REGISTER OF DEEDS

16 25 ✓

79-1214

BOOK 522 PAGE 111

COVENANT AND DECLARATION

OLD MILL

This Covenant and Declaration made this 10th day of May, 1973, by Old Mill Land and Holding Company, a Nebraska corporation, and Old Mill Partnership, a general partnership, the owners of Lots 1 through 17 inclusive in Old Mill Plaza, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, and Old Mill Parcel No. 1 and 3, being a part of the SE 1/4 of Section 17, T 15 N, R 12 E, of the 6th P.M., Douglas County, Nebraska, as more particularly described on the attached Exhibit "A" which is made a part hereof, and Old Mill Parcel No. 2, being a part of the SE 1/4 of Section 17, T 15 N, R 12 E of the 6th P.M., Douglas County, Nebraska, as more particularly described on the attached Exhibit "B" which is made a part hereof. Old Mill does hereby make this Covenant and Declaration.

1. All of the involved property is and will be through December 31, 1998, or for such longer or other period as may be otherwise fixed, included under membership in the Old Mill Property Owners Association as a benefit or burden running with and as a charge upon the ownership of any of the lots and parcels contained in said property.

2. The involved property is and will be, through December 31, 1998, or for such longer or other period as may be fixed, included in membership in the Old Mill Property Owners Association subject to all and each of the following conditions and other terms:

(a) The Association will have the right, in general, without any part of its earnings inuring to the private benefit of its members, to promote and sustain their business, welfare and otherwise provide for their mutual interest by maintenance of public facilities, whether streets, medians or similar property and by acquiring and maintaining or contributing to the general esthetic appearance and upkeep of the entire area including making any necessary contracts with public authorities relative to the cleaning, removal of snow, or planting, and upkeep of medians and right-of-way areas within and adjacent to the property covered by the Property Owners Association, and to acquire by purchase or otherwise the necessary equipment, employees, including managers, or other professional help needed in running the affairs of said association, and to engage in any other venture for the mutual, non-profitable interests of its member for which a corporation may be organized under the Nebraska Nonprofit Corporation Act, as amended.

(b) Every lot or parcel in Old Mill will be automatically included in membership in the Association as a benefit or burden running with and as a charge upon the ownership of each such lot or parcel.

written acceptance executed by the Association thereafter to include any such lot or parcel in membership in the Association as a benefit or burden running with and charge upon the ownership of such lot or parcel.

(c) Dues or other charges for each lot or parcel included in membership as fixed by the Association in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, will each constitute until abated or brought a lien upon or charged against such lot or parcel in favor of the Association; but no such lien upon any lot or parcel will at any time be superior to any earlier or later established lien upon such lot or parcel for security for a building made or purchase money loan or the unpaid balance of a purchase contract for such lot or parcel.

(d) The obligations and privileges of membership in the Association will in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, extend to contract purchasers and owners of all lots or parcels included in membership and appertain to and be co-terminus with the portion of the interest of each such contract purchaser or owner; but each member will be and remain personally liable to the Association until abatement or payment for all dues or other charges is fixed by it at any time or from time to time throughout the duration of such interest and membership.

3. Enforcement. The Covenant and Declaration set out herein may be enforced by the Association, which will be entitled at any time or from time to time to institute any equitable or legal proceedings appropriate, convenient, or necessary for enforcement as to any contract purchaser or owner to fix a reasonable charge for such action as to any lot or parcel as a lien upon and charge against such lot in favor of the Association.

4. Extension, Modification, Termination. The conditions and other terms of this Covenant and Declaration are and will be subject to the following provisions for extension, modification or termination:

(a) Two-thirds of the property owners (computed on an acreage basis) shall have the right to extend, modify or terminate this Covenant and Declaration. The extension, modification or termination shall be done in writing as a request to the Association and the Association shall then do the necessary to extend, modify or terminate this Covenant and Declaration.

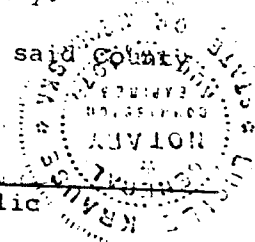
IN WITNESS WHEREOF, Old Mill Land and Holding Company and Old Mill Partnership have executed these presents, this 10 day of May, 1973.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally came Warren L. Jacobs, President of the Old Mill Land and Holding Company, to me personally known to be the President and the identical person whose name is affixed to the above Covenant and Declaration, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha in said County the day and year last above written.

[Signature]
Notary Public



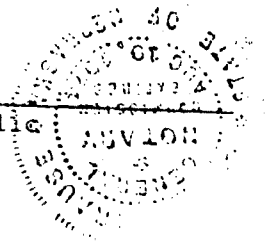
My Commission Expires:
August 11, 1914

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally came James H. Jensen of Old Mill Partnership, to me personally known to be a Partner and the identical person whose name is affixed to the above Covenant and Declaration, and acknowledged the execution thereof to be his voluntary act and deed as such partner and the voluntary act and deed of said partnership.

Witness my hand and Notarial Seal at Omaha in said County the day and year last above written.

[Signature]
Notary Public



My Commission Expires:
August 11, 1914

LEGAL DESCRIPTIONOLD MILL PARCEL NO. 1 and 3

That part of the SE 1/4 of Section 17, T 15 N, R 12 E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at a point which is N 89° 58' 20" W, 1402.9 feet from the East Quarter Corner of said Section 17, being the true point of beginning; thence S 0° 26' 10" W, 321.90 feet; thence S 27° 14' 06" E, 204.32 feet to a point on the curved R.O.W. line of Mill Valley Road; thence following the Westerly and Southerly R.O.W. line of Mill Valley Road for the following six courses: on a curve to the left, an arc length of 175.95' (radius being 246.45 feet; long chord distance, 172.24 feet; chord bearing S 20° 53' 20" W); thence S 0° 26' 10" W, 355.00 feet to a point of curve to the left; thence on a curve to the left, an arc length of 388.76 feet (radius being 257.08 feet; long chord distance of 352.76 feet; chord bearing S 42° 53' 08" E); thence S 86° 12' 23" E, 205.60 feet to a point of curve to the right; thence on a curve to the right, an arc length of 258.21 feet (radius being 382.99 feet; long chord distance of 253.35 feet; chord bearing S 66° 53' 32" E); thence S 47° 34' 41" E, 182.20 feet to a point on the Westerly curved R.O.W. line of New 108th Street; thence following the Westerly R.O.W. line of New 108th Street for the following three courses: on a curve to the left, an arc length of 248.70 feet (radius being 501.10 feet; long chord distance of 246.16 feet; chord bearing S 23° 03' 09" W); thence S 8° 50' 03" W, 353.62 feet to a point of curve to the right; thence on a curve to the right, an arc length of 67.81 feet (radius being 45.10 feet; long chord distance of 61.60 feet; chord bearing S 51° 54' 27" W) to a point on the Northerly curved R.O.W. line of North Bridge Road; thence following the Northerly R.O.W. line of North Bridge Road for the following two courses: on a curve to the left, an arc length of 294.66 feet (radius being 1372.13 feet; long chord distance of 294.09 feet; chord bearing S 88° 50' 02" W); thence S 82° 40' 55" W, 292.04 feet to centerline of the Big Papillion Creek; thence Northerly along the centerline of Big Papillion Creek for the following two courses: N 26° 42' 56" W, 503.57 feet; thence N 25° 26' 16" W, 1906.94 feet to the North line of said SE 1/4; thence S 89° 58' 20" E, 988.82 feet along the North line of said SE 1/4 to the point of beginning.

2 May 1973

LEGAL DESCRIPTION

OLD MILL PARCEL NO. 2

That part of the SE 1/4 of Section 17, T 15 N, R 12 E, of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: (The East line of said SE 1/4 assumed S 0° 39' 35" W in direction.) Commencing at a point which is S 0° 39' 35" W, 510.0 feet and N 89° 58' 20" W, 50.0 feet from the East 1/4 Corner of said Section 17, being the true point of beginning; thence N 89° 58' 20" W, 1070.59 feet to a point of curve to the left; thence along a curve to the left, an arc length of 244.64 feet (radius being 156.45 feet, a long chord bearing of S 45° 13' 55" W, a long chord distance of 220.46 feet); thence S 0° 26' 10" W, 355.0 feet to a point of curve to the left; thence along a curve to the left, an arc length of 252.66 feet (radius being 167.68 feet, a long chord bearing of S 42° 53' 07" E, a long chord distance of 229.26 feet); thence S 86° 12' 25" E, 205.60 feet to a point of curve to the right; thence along a curve to the right, an arc length of 318.99 feet (radius being 472.99 feet, a long chord bearing of S 66° 53' 34" E, a long chord distance of 312.88 feet); thence S 47° 34' 41" E, 182.20 feet to a point on a curve; thence along a curve to the right, an arc length of 79.42 feet (radius being 501.10 feet, a long chord bearing of N 52° 06' 55" E, a long chord distance of 79.34 feet); thence N 56° 39' 20" E, 376.63 feet to a point of curve to the left; thence along a curve to the left, an arc length of 54.03 feet (radius being 138.63 feet, a long chord bearing of N 45° 29' 22" E, a long chord distance of 53.69 feet); thence N 89° 59' 10" W, 306.76 feet; thence N 0° 39' 35" E, 150.0 feet; thence S 89° 53' 10" E, 330.0 feet to a point 50.0 feet West of the East line of said SE 1/4; thence N 0° 39' 35" E, 493.65 feet along a line 50.0 feet West of and parallel with the East line of said SE 1/4 to the point of beginning.

30 April 1973

8. 11 *May* 73 10:57A M. C. HAROLD OSTLER, REGISTER OF DEEDS 1950
 FILED AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions made this 28 day of October, 1975 by OLD MILL INVESTMENTS NO. 1, INC., a Nebraska corporation ("Old Mill").

WHEREAS, Old Mill is the owner of the five parcels of property described in Exhibits 1, 2, 3, 4 and 5 attached hereto, which property comprises Phase I of an office park development to be known as Old Mill Office Park and located in Old Mill Plaza, Douglas County, Nebraska;

WHEREAS, Old Mill is developing and improving said property with the construction of office buildings, parking areas, vehicular driveways and pedestrian walkways, and is having extensive landscaping done to said property;

WHEREAS, consistent with the aforesaid development and improvement of the property as a "campus-style" office park, Old Mill desires to place certain restrictions on said property as to the use thereof, and desires to obligate itself, its successors and assigns, and the future owners of said property to share the costs and expenses incurred in the care, preservation, maintenance, landscaping, and repair of certain common areas within said Old Mill Office Park; and

WHEREAS, said restrictions on use and obligations are made in part as an inducement to obtain long-term financing for said development;

NOW, THEREFORE, Old Mill declares, adopts and establishes the following restrictions, and makes the following covenants and agreements with respect to the property described in the aforesaid Exhibits 1, 2, 3, 4 and 5 (hereinafter "Old Mill Office Park, Phase I"), and declares that said property is and shall be held, transferred, sold, conveyed and occupied subject

to be entitled "Old Mill Office Park Association No. 1," (hereinafter "Association"), which shall have as its primary purpose the care, preservation, maintenance, landscaping and repair of property and such improvements as may be located thereon, hereinafter referred to as the common area, which property is described on Exhibit 6 attached hereto, together with such other property among, between and around the improvements to be constructed in Old Mill Office Park, Phase I, as may be designated, from time to time, as pedestrian walkways, or additional common area by the Association.

2. Each owner of the fee title to property located within said Old Mill Office Park, Phase I (other than the Association if it should acquire fee title to any such property), shall be a member of said Association, and shall abide by, and be subject to the Articles of Incorporation and Bylaws thereof, and shall share the costs and expenses incurred by the Association in the care, preservation, maintenance, landscaping and repair of all of said common areas, and such improvements as may be located thereon, and pedestrian walkways, and shall pay promptly when due each assessment of said cost and expenses or other charges, which may include a proportionate share of the real property taxes assessed against said common areas, when assessed to each member by the Association in accordance with its Articles of Incorporation or Bylaws. If such assessments are not promptly paid when due, they shall constitute a lien upon such property and improvements within Old Mill Office Park, Phase I, other than the common area, owned by the nonpaying member.

3. All buildings to be constructed within Old Mill Office Park, Phase I, are to be used for general office purposes and all business conducted therein shall be lawful in

or a violation of any regulation, law, ordinance or statute. Each owner of the fee title to property within Old Mill Office Park, Phase I, or their lessees shall maintain their property and structures (other than such common area property, the care and maintenance of which is the responsibility of the Association) in a safe, clean and orderly manner and in first class repair and condition at all times.

4. No building or structure of any kind shall be installed, constructed, erected, or placed upon property within Old Mill Office Park, Phase I, nor shall any alteration, addition or modification be made to the exterior of any building or structure existing thereon without the prior written approval of the Association, which approval shall be based upon a consideration of the final, detailed plans and specifications submitted to the Association detailing the proposed construction, alteration, addition or modification, and showing, among other information that may be requested, the nature, shape, size, building material, location and architectural design thereof. All changes, additions or deletions to or amendments of said plans and specifications shall be submitted to the Association for approval prior to any construction pursuant to such plans.

5. No billboards, signs or other advertising devices of any kind shall be placed, exposed to view, or displayed upon any part of any building or property within Old Mill Office Park, Phase I, without the prior written approval of the Association.

6. All landscaping and the care, preservation, maintenance and repair of the common areas within Old Mill Office Park, Phase I, and the improvements located thereon shall be the sole responsibility of the Association and such responsibility shall be full and competently carried out, and no landscaping, replanting, maintenance or repair of mill

and Restrictions shall be capable of being specifically enforced by the aforesaid Association, or by any member thereof, or by any mortgagee holding a mortgage lien on property location in said Old Mill Office Park, Phase I. In the event an attorney or attorneys are engaged to specifically enforce the provisions of this Declaration, and/or to obtain money damages for a breach or violation hereof, then the fee of such attorney or attorneys, together with all other costs in connection with a contemplated or actual legal proceeding to specifically enforce said provisions, may be added to any judgment obtained in any such legal proceeding.

8. Each of the restrictions, covenants and agreements herein contained shall continue and be binding upon Old Mill, its successors and assigns and all parties claiming under Old Mill until December 31, 1995, provided that at any time the fee owners of sixty percent (60%) of the property comprising Old Mill Office Park, Phase I (computed on a square foot basis), may, by written declaration signed and acknowledged by them and recorded in the Office of the Recorder of Deeds, Douglas County, Nebraska, alter, amend or extend such restrictions, covenants and agreements; provided, however, that these restrictions, covenants and agreements shall not be altered or amended without prior written notice thereof to the holder of the mortgages dated of even date herewith and granted to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LINCOLN, Lincoln, Nebraska.

9. Invalidity of any of these restrictions, covenants and agreements, or any part hereof shall not in any way affect the remaining provisions which shall remain in full force and effect.

10. Old Mill for itself, its successors and assigns, and for each future fee owner of property with

BOOK 557 PAGE 167

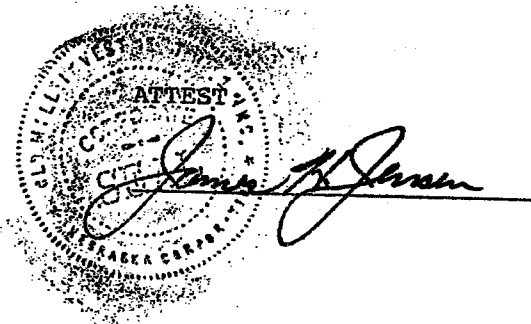
arise as a result any tenancy-in-common, or other concurrent ownership of the aforesaid property.

11. THE NATIONAL BANK OF COMMERCE TRUST AND SAVINGS ASSOCIATION, LINCOLN, NEBRASKA, joins in the execution of this instrument solely for the purpose of waiving, and does hereby waive for itself, its successors and assigns, and for any purchasers in foreclosure, its and their rights to terminate the within Declaration of Covenants and Restrictions in the event of foreclosure of the following described mortgage and for the purpose of subordinating, and it does hereby subordinate the lien provided it by the mortgage recorded in mortgage record book 2041 at page 197 of the Mortgage Records of Douglas County, Nebraska, to the restrictions, covenants and agreements herein.

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions and subordination of mortgage to said covenants and restrictions has been executed the day and year first above written.

OLD MILL INVESTMENTS NO. 1, INC.

BY Harold Jacobs, PRES.



NATIONAL BANK OF COMMERCE TRUST AND SAVINGS ASSOCIATION, LINCOLN, NEBRASKA

By Douglas B. Alford
SR. VICE PRES

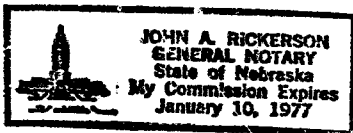
ATTEST:

BOOK 557 PAGE 168

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 28 day of September, 1975, before me a Notary Public duly commissioned and qualified in and for said County, personally came the above-named Warren L. Jacobs, President of Old Mill Investments No. 1, Inc., who is personally known to me to be the identical person whose name is affixed to the above instrument as President of said corporation, and he acknowledged the instrument to be his voluntary act and deed, and the voluntary act and deed of said corporation.

Witness my hand and official seal, at Omaha, in said County, the date aforesaid.



John A. Rickerson
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 28 day of ~~September~~ ^{OCTOBER}, 1975, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above-named DOUGLAS G. ALFORD, SR. VICE PRES of National Bank of Commerce Trust and Savings Association, Lincoln, Nebraska, who is personally known to me to be the identical person whose name is affixed to the above instrument as SR. VICE PRES of said Bank, and he acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said Bank.

Witness my hand and official seal, at Omaha, in said County, the date aforesaid.

John A. Rickerson
Notary Public

That part of Lot 14 Old Mill Plaza, a subdivision in Douglas County, Nebraska, more particularly described as follows: Commencing at the Southeast corner of Lot 14, said Old Mill Plaza; thence N 32° 27' 30" E along the Easterly line of said Lot 14, a distance of 355.0 feet; thence N 57° 32' 30" W perpendicular to the Easterly line of said Lot 14, a distance of 405.0 feet to the true point of beginning; thence continuing N 57° 32' 30" W 130.0 feet; thence N 32° 27' 30" E 130.0 feet; thence S 57° 32' 30" E 130.0 feet; thence S 32° 27' 30" W 130.0 feet to the true point of beginning (commonly known as Parcel F, Phase I, Old Mill Office Park);

together with an undivided one-fifth (1/5) interest in and to the following described property:

That part of Lots 14 and 15, Old Mill Plaza, a subdivision in Douglas County, Nebraska, described as follows: Beginning at a point which is 67.00 feet S 89° 00' E from the Southwest corner of said Lot 15, said Old Mill Plaza; thence N 0° 30' 00" E, 649.95 feet to the Southerly R.O.W. line of Interstate Highway 680; thence S 81° 32' 37" E along said R.O.W. line 165.82 feet to a point on a curve; thence Southeasterly along said R.O.W. line on a curve to the right, initial tangent of which forms an angle of 3° 19' 00" to the right with the last described course (having a radius of 1015.92 feet, long chord bearing S 65° 49' 10" E, and long chord length of 436.58 feet) for an arc distance of 440.01 feet; thence S 32° 27' 30" W along a line being 370.0 feet Northwesterly and parallel with the Easterly line of said Lot 14, a distance of 592.79 feet to the Northerly curved R.O.W. line of Old Mill Road; thence along said R.O.W. line on a curve to the left (having a radius of 596.17 feet, long chord bearing of N 77° 30' 43" W, and long chord length of 247.68 feet) for an arc distance of 249.49 feet; thence N 89° 30' 00" W along said R.O.W. line, a distance of 8.0 feet to the point of beginning, EXCEPT that part of Lots 14 and 15, said Old Mill Plaza, more particularly described as follows: Commencing at the Southeast corner of said Lot 14; thence N 32° 27' 30" E along the Easterly line of said Lot 14, a distance of 57.5 feet; thence N 57° 32' 30" W perpendicular to the Easterly line of said Lot 14, a distance of 487.5 feet to the true point of beginning; thence continuing N 57° 32' 30" W, 130.0 feet; thence N 32° 27' 30" E, 130.0 feet; thence N 57° 32' 30" W, 80.0 feet; thence N 32° 27' 30" E, 132.5 feet; thence N 57° 32' 30" W, 92.5 feet; thence N 32° 27' 30" E, 132.5 feet; thence S 57° 32' 30" E, 127.5 feet; thence N 32° 27' 30" E, 22.5 feet; thence S 57° 32' 30" E, 127.5 feet; thence N 32° 27' 30" E, 10.0 feet; thence S 57° 32' 30" E, 130.0 feet; thence S 32° 27' 30" W, 130.0 feet; thence N 57° 32' 30" W, 130.0 feet; thence S 32° 27' 30" W, 10.0 feet; thence N 57° 32' 30" W, 127.5 feet; thence S 32° 27' 30" W, 25.0 feet; thence S 57° 32' 30" E, 95.0 feet; thence S 32° 27' 30" W, 132.5 feet; thence S 57° 32' 30" E, 80.0 feet; thence S 32° 27' 30" W, 130.0 feet to the true point of beginning. (Containing 184,159 square feet; 4.23 acres and commonly known as Phase I, Common Area, Old Mill Office Park.)

That part of Lots 14 and 15 Old Mill Plaza, a subdivision in Douglas County, Nebraska, more particularly described as follows: Commencing at the Southeast corner of Lot 14, said Old Mill Plaza; thence N 32° 27' 30" E along the Easterly line of said Lot 14, a distance of 345.0 feet; thence N 57° 32' 30" W perpendicular to the Easterly line of said Lot 14, a distance of 535.0 feet to the true point of beginning; thence continuing N 57° 32' 30" W 127.5 feet; thence N 32° 27' 30" E 130.0 feet; thence S 57° 32' 32" E 127.5 feet; thence S 32° 27' 30" W 130.0 feet to the true point of beginning (commonly known as Parcel G, Phase I, Old Mill Office Park);

together with an undivided one-fifth (1/5) interest in and to the following described property:

That part of Lots 14 and 15, Old Mill Plaza, a subdivision in Douglas County, Nebraska, described as follows: Beginning at a point which is 67.00 feet S 89° 00' E from the Southwest corner of said Lot 15, said Old Mill Plaza; thence N 0° 30' 00" E, 649.95 feet to the Southerly R.O.W. line of Interstate Highway 680; thence S 81° 32' 37" E along said R.O.W. line 165.82 feet to a point on a curve; thence Southeasterly along said R.O.W. line on a curve to the right, initial tangent of which forms an angle of 3° 19' 00" to the right with the last described course (having a radius of 1015.92 feet, long chord bearing S 65° 49' 10" E, and long chord length of 436.58 feet) for an arc distance of 440.01 feet; thence S 32° 27' 30" W along a line being 370.0 feet Northwesterly and parallel with the Easterly line of said Lot 14, a distance of 592.79 feet to the Northerly curved R.O.W. line of Old Mill Road; thence along said R.O.W. line on a curve to the left (having a radius of 596.17 feet, long chord bearing of N 77° 30' 43" W, and long chord length of 247.68 feet) for an arc distance of 249.49 feet; thence N 89° 30' 00" W along said R.O.W. line, a distance of 8.0 feet to the point of beginning, EXCEPT that part of Lots 14 and 15, said Old Mill Plaza, more particularly described as follows: Commencing at the Southeast corner of said Lot 14; thence N 32° 27' 30" E along the Easterly line of said Lot 14, a distance of 57.5 feet; thence N 57° 32' 30" W perpendicular to the Easterly line of said Lot 14, a distance of 487.5 feet to the true point of beginning; thence continuing N 57° 32' 30" W, 130.0 feet; thence N 32° 27' 30" E, 130.0 feet; thence N 57° 32' 30" W, 80.0 feet; thence N 32° 27' 30" E, 132.5 feet; thence N 57° 32' 30" W, 92.5 feet; thence N 32° 27' 30" E, 132.5 feet; thence S 57° 32' 30" E, 127.5 feet; thence N 32° 27' 30" E, 22.5 feet; thence S 57° 32' 30" E, 127.5 feet; thence N 32° 27' 30" E, 10.0 feet; thence S 57° 32' 30" E, 130.0 feet; thence S 32° 27' 30" W, 130.0 feet; thence N 57° 32' 30" W, 130.0 feet; thence S 32° 27' 30" W, 10.0 feet; thence N 57° 32' 30" W, 127.5 feet; thence S 32° 27' 30" W, 25.0 feet; thence S 57° 32' 30" E, 95.0 feet; thence S 32° 27' 30" W, 132.5 feet; thence S 57° 32' 30" E, 80.0 feet; thence S 32° 27' 30" W, 130.0 feet to the true point of beginning. (Containing 184,159 square feet; 4.23 acres and commonly known as Phase I, Common Area, Old Mill Office Park.)

That part of Lot 15 Old Mill Plaza, a subdivision in Douglas County, Nebraska, more particularly described as follows: Commencing at the Southeast corner of Lot 14, said Old Mill Plaza; thence N 32° 27' 30" E along the Easterly line of said Lot 14, a distance of 320.0 feet; thence N 57° 32' 30" W perpendicular to the Easterly line of said Lot 14, a distance of 662.5 feet to the true point of beginning; thence continuing N 57° 32' 30" W 127.5 feet; thence N 32° 27' 30" E 132.5 feet; thence S 57° 32' 30" E 127.5 feet; thence S 32° 27' 30" W 132.5 feet to the true point of beginning (commonly known as Parcel H, Phase I, Old Mill Office Park);

together with an undivided one-fifth (1/5) interest in and to the following described property:

That part of Lots 14 and 15, Old Mill Plaza, a subdivision in Douglas County, Nebraska, described as follows: Beginning at a point which is 67.00 feet S 89° 00' E from the Southwest corner of said Lot 15, said Old Mill Plaza; thence N 0° 30' 00" E, 649.95 feet to the Southerly R.O.W. line of Interstate Highway 680; thence S 81° 32' 37" E along said R.O.W. line 165.82 feet to a point on a curve; thence Southeasterly along said R.O.W. line on a curve to the right, initial tangent of which forms an angle of 3° 19' 00" to the right with the last described course (having a radius of 1015.92 feet, long chord bearing S 65° 49' 10" E, and long chord length of 436.58 feet) for an arc distance of 440.01 feet; thence S 32° 27' 30" W along a line being 370.0 feet Northwesterly and parallel with the Easterly line of said Lot 14, a distance of 592.79 feet to the Northerly curved R.O.W. line of Old Mill Road; thence along said R.O.W. line on a curve to the left (having a radius of 596.17 feet, long chord bearing of N 77° 30' 43" W, and long chord length of 247.68 feet) for an arc distance of 249.49 feet; thence N 89° 30' 00" W along said R.O.W. line, a distance of 8.0 feet to the point of beginning, EXCEPT that part of Lots 14 and 15, said Old Mill Plaza, more particularly described as follows: Commencing at the Southeast corner of said Lot 14; thence N 32° 27' 30" E along the Easterly line of said Lot 14, a distance of 57.5 feet; thence N 57° 32' 30" W perpendicular to the Easterly line of said Lot 14, a distance of 487.5 feet to the true point of beginning; thence continuing N 57° 32' 30" W, 130.0 feet; thence N 32° 27' 30" E, 130.0 feet; thence N 57° 32' 30" W, 80.0 feet; thence N 32° 27' 30" E, 132.5 feet; thence N 57° 32' 30" W, 92.5 feet; thence N 32° 27' 30" E, 132.5 feet; thence S 57° 32' 30" E, 127.5 feet; thence N 32° 27' 30" E, 22.5 feet; thence S 57° 32' 30" E, 127.5 feet; thence N 32° 27' 30" E, 10.0 feet; thence S 57° 32' 30" E, 130.0 feet; thence S 32° 27' 30" W, 130.0 feet; thence N 57° 32' 30" W, 130.0 feet; thence S 32° 27' 30" W, 10.0 feet; thence N 57° 32' 30" W, 127.5 feet; thence S 32° 27' 30" W, 25.0 feet; thence S 57° 32' 30" E, 95.0 feet; thence S 32° 27' 30" W, 132.5 feet; thence S 57° 32' 30" E, 80.0 feet; thence S 32° 27' 30" W, 130.0 feet to the true point of beginning. (Containing 184,159 square feet; 4.23 acres and commonly known as Phase I, Common Area, Old Mill Office Park.)

That part of Lot 15 Old Mill Plaza, a subdivision in Douglas County, Nebraska, more particularly described as follows: Commencing at the Southeast corner of Lot 14, said Old Mill Plaza; thence N 32° 27' 30" E along the Easterly line of said Lot 14, a distance of 187.5 feet; thence N 57° 32' 30" W perpendicular to the Easterly line of said Lot 14, a distance of 567.5 feet to the true point of beginning; thence continuing N 57° 32' 30" W 130.0 feet; thence N 32° 27' 30" E 132.5 feet; thence S 57° 32' 30" E 130.0 feet; thence S 32° 27' 30" W 132.5 feet to the true point of beginning (commonly known as Parcel I, Phase I, Old Mill Office Park);

together with an undivided one-fifth (1/5) interest in the following described property:

That part of Lots 14 and 15, Old Mill Plaza, a subdivision in Douglas County, Nebraska, described as follows: Beginning at a point which is 67.00 feet S 89° 00' E from the Southwest corner of said Lot 15, said Old Mill Plaza; thence N 0° 30' 00" E, 649.95 feet to the Southerly R.O.W. line of Interstate Highway 680; thence S 81° 32' 37" E along said R.O.W. line 165.82 feet to a point on a curve; thence Southeasterly along said R.O.W. line on a curve to the right, initial tangent of which forms an angle of 3° 19' 00" to the right with the last described course (having a radius of 1015.92 feet, long chord bearing S 65° 49' 10" E, and long chord length of 436.58 feet) for an arc distance of 440.01 feet; thence S 32° 27' 30" W along a line being 370.0 feet Northwesterly and parallel with the Easterly line of said Lot 14, a distance of 592.79 feet to the Northerly curved R.O.W. line of Old Mill Road; thence along said R.O.W. line on a curve to the left (having a radius of 596.17 feet, long chord bearing of N 77° 30' 43" W, and long chord length of 247.68 feet) for an arc distance of 249.49 feet; thence N 89° 30' 00" W along said R.O.W. line, a distance of 8.0 feet to the point of beginning, EXCEPT that part of Lots 14 and 15, said Old Mill Plaza, more particularly described as follows: Commencing at the Southeast corner of said Lot 14; thence N 32° 27' 30" E along the Easterly line of said Lot 14, a distance of 57.5 feet; thence N 57° 32' 30" W perpendicular to the Easterly line of said Lot 14, a distance of 487.5 feet to the true point of beginning; thence continuing N 57° 32' 30" W, 130.0 feet; thence N 32° 27' 30" E, 130.0 feet; thence N 57° 32' 30" W, 80.0 feet; thence N 32° 27' 30" E, 132.5 feet; thence N 57° 32' 30" W, 92.5 feet; thence N 32° 27' 30" E, 132.5 feet; thence S 57° 32' 30" E, 127.5 feet; thence N 32° 27' 30" E, 22.5 feet; thence S 57° 32' 30" E, 127.5 feet; thence N 32° 27' 30" E, 10.0 feet; thence S 57° 32' 30" E, 130.0 feet; thence S 32° 27' 30" W, 130.0 feet; thence N 57° 32' 30" W, 130.0 feet; thence S 32° 27' 30" W, 10.0 feet; thence N 57° 32' 30" W, 127.5 feet; thence S 32° 27' 30" W, 25.0 feet; thence S 57° 32' 30" E, 95.0 feet; thence S 32° 27' 30" W, 132.5 feet; thence S 57° 32' 30" E, 80.0 feet; thence S 32° 27' 30" W, 130.0 feet to the true point of beginning. (Containing 184,159 square feet; 4.23 acres and commonly known as Phase I, Common Area, Old Mill Office Park.)

That part of Lots 14 and 15 Old Mill Plaza, a subdivision in Douglas County, Nebraska, more particularly described as follows: Commencing at the Southeast corner of Lot 14, said Old Mill Plaza; thence N 32° 27' 30" E along the Easterly line of said Lot 14, a distance of 57.5 feet; thence N 57° 32' 30" W perpendicular to the Easterly line of said Lot 14, a distance of 487.5 feet to the true point of beginning; thence continuing N 57° 32' 30" W 130.0 feet; thence N 32° 27' 30" E 130.0 feet; thence S 57° 32' 30" E 130.0 feet; thence S 32° 27' 30" W 130.0 feet to the true point of beginning (commonly known as Parcel J, Phase I, Old Mill Office Park);

together with an undivided one-fifth (1/5) interest in and to the following described property:

That part of Lots 14 and 15, Old Mill Plaza, a subdivision in Douglas County, Nebraska, described as follows: Beginning at a point which is 67.00 feet S 89° 00' E from the Southwest corner of said Lot 15, said Old Mill Plaza; thence N 0° 30' 00" E, 649.95 feet to the Southerly R.O.W. line of Interstate Highway 680; thence S 81° 32' 37" E along said R.O.W. line 165.82 feet to a point on a curve; thence Southeasterly along said R.O.W. line on a curve to the right, initial tangent of which forms an angle of 3° 19' 00" to the right with the last described course (having a radius of 1015.92 feet, long chord bearing S 65° 49' 10" E, and long chord length of 436.58 feet) for an arc distance of 440.01 feet; thence S 32° 27' 30" W along a line being 370.0 feet Northwesterly and parallel with the Easterly line of said Lot 14, a distance of 592.79 feet to the Northerly curved R.O.W. line of Old Mill Road; thence along said R.O.W. line on a curve to the left (having a radius of 596.17 feet, long chord bearing of N 77° 30' 43" W, and long chord length of 247.68 feet) for an arc distance of 249.49 feet; thence N 89° 30' 00" W along said R.O.W. line, a distance of 8.0 feet to the point of beginning, EXCEPT that part of Lots 14 and 15, said Old Mill Plaza, more particularly described as follows: Commencing at the Southeast corner of said Lot 14; thence N 32° 27' 30" E along the Easterly line of said Lot 14, a distance of 57.5 feet; thence N 57° 32' 30" W perpendicular to the Easterly line of said Lot 14, a distance of 487.5 feet to the true point of beginning; thence continuing N 57° 32' 30" W, 130.0 feet; thence N 32° 27' 30" E, 130.0 feet; thence N 57° 32' 30" W, 80.0 feet; thence N 32° 27' 30" E, 132.5 feet; thence N 57° 32' 30" W, 92.5 feet; thence N 32° 27' 30" E, 132.5 feet; thence S 57° 32' 30" E, 127.5 feet; thence N 32° 27' 30" E, 22.5 feet; thence S 57° 32' 30" E, 127.5 feet; thence N 32° 27' 30" E, 10.0 feet; thence S 57° 32' 30" E, 130.0 feet; thence S 32° 27' 30" W, 130.0 feet; thence N 57° 32' 30" W, 130.0 feet; thence S 32° 27' 30" W, 10.0 feet; thence N 57° 32' 30" W, 127.5 feet; thence S 32° 27' 30" W, 25.0 feet; thence S 57° 32' 30" E, 95.0 feet; thence S 32° 27' 30" W, 132.5 feet; thence S 57° 32' 30" E, 80.0 feet; thence S 32° 27' 30" W, 130.0 feet to the true point of beginning. (Containing 184,159 square feet; 4.23 acres and commonly known as Phase I, Common Area, Old Mill Office Park)

That part of Lots 14 and 15, Old Mill Plaza, a subdivision in Douglas County, Nebraska, described as follows: Beginning at a point which is 67.00 feet S 89° 00' E from the Southwest corner of said Lot 15, said Old Mill Plaza; thence N 0° 30' 00" E, 649.95 feet to the Southerly R.O.W. line of Interstate Highway 680; thence S 81° 32' 37" E along said R.O.W. line 165.82 feet to a point on a curve; thence Southeasterly along said R.O.W. line on a curve to the right, initial tangent of which forms an angle of 3° 19' 00" to the right with the last described course (having a radius of 1015.92 feet, long chord bearing S 65° 49' 10" E, and long chord length of 436.58 feet) for an arc distance of 440.01 feet; thence S 32° 27' 30" W along a line being 370.0 feet Northwesterly and parallel with the Easterly line of said Lot 14, a distance of 592.79 feet to the Northerly curved R.O.W. line of Old Mill Road; thence along said R.O.W. line on a curve to the left (having a radius of 596.17 feet, long chord bearing of N 77° 30' 43" W, and long chord length of 247.68 feet) for an arc distance of 249.49 feet; thence N 89° 30' 00" W along said R.O.W. line, a distance of 8.0 feet to the point of beginning, EXCEPT that part of Lots 14 and 15, said Old Mill Plaza, more particularly described as follows: Commencing at the Southeast corner of said Lot 14; thence N 32° 27' 30" E along the Easterly line of said Lot 14, a distance of 57.5 feet; thence N 57° 32' 30" W perpendicular to the Easterly line of said Lot 14, a distance of 487.5 feet to the true point of beginning; thence continuing N 57° 32' 30" W, 130.0 feet; thence N 32° 27' 30" E, 130.0 feet; thence N 57° 32' 30" W, 80.0 feet; thence N 32° 27' 30" E, 132.5 feet; thence N 57° 32' 30" W, 92.5 feet; thence N 32° 27' 30" E, 132.5 feet; thence S 57° 32' 30" E, 127.5 feet; thence N 32° 27' 30" E, 22.5 feet; thence S 57° 32' 30" E, 127.5 feet; thence N 32° 27' 30" E, 10.0 feet; thence S 57° 32' 30" E, 130.0 feet; thence S 32° 27' 30" W, 130.0 feet; thence N 57° 32' 30" W, 130.0 feet; thence S 32° 27' 30" W, 10.0 feet; thence N 57° 32' 30" W, 127.5 feet; thence S 32° 27' 30" W, 25.0 feet; thence S 57° 32' 30" E, 95.0 feet; thence S 32° 27' 30" W, 132.5 feet; thence S 57° 32' 30" E, 80.0 feet; thence S 32° 27' 30" W, 130.0 feet to the true point of beginning. (Containing 184,159 square feet; 4.23 acres and commonly known as Phase I, Common Area, Old Mill Office Park.)

PROTECTIVE COVENANTS AND RESTRICTIONS

WHEREAS, The Old Mill Land and Holding Company is the owner of Old Mill Plaza, being

Lots 1 through 17 inclusive in Old Mill Plaza, a subdivision in the City of Omaha, Douglas County, Nebraska according to the recorded plat thereof.

WHEREAS, The Old Mill Land and Holding Company desires to place restrictions upon said lots for the use and benefit of the present owner and for the use and benefit of its future grantees.

NOW, THEREFORE, in consideration of the premises, The Old Mill Land and Holding Company for itself and for its successors and assigns, and for its and their grantees, hereby agrees and declares that, subject to the exceptions hereinafter provided, the above-described Old Mill Plaza shall be and the same is hereby restricted as to the use in the manner hereinafter set forth:

1. All persons or corporations who now own or shall hereafter acquire any interest in any of said Old Mill Plaza shall be taken to agree and covenant with the owner of said Old Mill Plaza and with its successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof, and the construction of buildings and improvements thereon for a period of twenty (20) years from JULY 9, 1975, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

2. No building or structure of any kind may be erected on or moved onto the above described property unless and until the plans, location, and grade thereof have been submitted to The Old Mill Land and Holding Company and by it approved in writing; nor shall any change or alteration be made in the exterior design of any such building or structure after the original construction thereof, until approval thereof has been given in writing by The Old Mill Land and Holding Company. Anything in this Declaration of Restrictions to the contrary notwithstanding, The Old Mill Land and Holding Company its successors and assigns, shall have and do hereby reserve the right to determine the location of all buildings upon the respective sites.

3. No building may be erected on the above described property until a landscaping plan showing location and type of trees and shrubs shall have been submitted to The Old Mill Land and Holding Company and by it approved in writing.

4. No owner of any portion of the above-described property shall allow any grass or weeds on his portion of said property to attain a height in excess of five inches. Vacant lots shall be kept free of debris by owner of record.

5. No sign of any kind or description shall be placed, exposed to view, or permitted to remain on any portion of Old Mill Plaza or in any street adjacent thereto unless and until approval in writing of the size, working and design of such sign shall have been obtained from The Old Mill Land and Holding Company. This approval by The Old Mill Land and Holding Company shall not be required for street markers, traffic signs, and other signs displayed by the City of Omaha or by other governmental units. In the event that any

6. All vehicular parking (customer, visitor, and employee) shall be off-street. The number of vehicular parking spaces, location, and screening shall have been submitted to The Old Mill Land and Holding Company and by it approved in writing.
7. Each principal building shall have and maintain one flag pole (for the American flag) in the area immediately in front of the building. These shall be of a type and size approved by The Old Mill Land and Holding Company. This may be modified with written approval from The Old Mill Land and Holding Company where groups of smaller buildings would use one or more poles in common.
8. The general use of the above described property shall be limited to offices except when approved in writing by The Old Mill Land and Holding Company. The above described property is especially restricted from use for Federal or State chartered banking facilities without written approval from The Old Mill Land and Holding Company.
9. Zoning changes shall not be applied for without written approval of The Old Mill Land and Holding Company.
10. The Old Mill Land and Holding Company shall be authorized to make such exceptions to, or modifications of, these protective covenants as unusual circumstances or special situations may warrant; provided, however, that such exceptions or modifications shall not invalidate these covenants in principal or general objective.
11. Each of the restrictions above set forth shall continue and be binding upon The Old Mill Land and Holding Company and upon its successors and assigns, for a period of twenty (20) years from July 9, 1975, and shall automatically be continued thereafter for successive periods of five years each; provided, however, that the owners of the fee simple title to fifty-one (51%) percent or more of the land above described may release all of the land hereby restricted from any one or more of said restrictions at the end of this first twenty-year period, or of any successive five-year periods thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes, and filing the same for record at least one year prior to the expiration of this first twenty-year period, or of any five-year period hereafter.
12. The restrictions herein set forth shall run with the land and bind The Old Mill Land and Holding Company and its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree, and covenant with The Old Mill Land and Holding Company its successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said land and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their seisin of, or title to, said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of, or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of The Old Mill Land and Holding Company or the owner or owners of any other lot or lots in this addition, to enforce any of the restrictions herein set forth, at the time of its violation, shall in no event be deemed to

