

79-1217

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COVENANT AND DECLARATION

OLD MILL

This Covenant and Declaration made this 10<sup>th</sup> 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 or portion thereof, and the owners of any other property will have the right at any time or from time to time, but only upon receipt of and express

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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.

OLD MILL LAND AND HOLDING COMPANY

By: Maureen L. Jacobs  
President

ATTEST:

James W. Jones  
Secretary

OLD MILL PARTNERSHIP

By: Maureen L. Jacobs  
Partner

James W. Jones  
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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

EXHIBIT "A"

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LEGAL DESCRIPTIONOLD 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° 59' 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. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
 11 DAY OF May 1973 AT 10:59A M. C. HAROLD OSTLER, REGISTER OF DEEDS 1950

EXHIBIT "B"