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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 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.