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This instrument after recording
to be returned to:

Daniel B. Kinnamon
Erickson & Sederstrom, P.C.
Regency Westpointe
10330 Regency Parkway Drive
Omaha, NE 68114



1193 310 MISC



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RECEIVED

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GEORGE J. ...
REGISTERED ...
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DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration, made on November 11, 1996 by and between THC, Inc., a Nebraska nonprofit corporation (herein "Declarant") and MCV1 L.L.C., a Nebraska limited liability company, and V & R Joint Venture, a Nebraska general partnership (collectively herein the "Buyers").

RECITALS

Declarant is the owner of certain real property legally described as Lot 43, Lakeside Hills, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (herein the "Property"). Declarant has entered into a purchase agreement to sell the Property to Buyers on the condition that Buyers agree to Declarant's imposing on the Property certain covenants and restrictions for ownership, use and development of the Property all as more particularly hereinafter set forth. Buyers have agreed to such covenants and restrictions and has agreed to acquire title to the Property subject to the terms and provisions of this Declaration.

NOW, THEREFORE, Declarant and each of the Buyers hereby declare that the Property shall be used, owned, sold and conveyed subject to all of the following restrictions, covenants and conditions:

1. *Restrictions on Use.* For a period of fifty (50) years from and after the date of the recording of this Declaration in the Register of Deeds Office of Douglas County, Nebraska, the Property shall not be used, developed, improved or sold in violation of or in conflict with any of the following uses and/or purposes: hospital or health care services or facilities of any kind, medical offices or facilities, medical clinics, or other similar or related uses including, but not limited to urgent care, surgicenter, adolescent care and counseling, psychiatric center, substance abuse center, eating disorder center, physical therapy center, and rehabilitation, daycare/recreational center, or children's

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hospice, speech pathology center, cancer care center, prenatal center, birthing center, camp, grocery store/supermarket, hotel, sports medicine, safety and/or medical equipment sales and service, cocktail lounge, bar, tavern, pawn shop services, pet services/veterinary services, animal kennels, agricultural sales and services, auto repair services and sales, automotive washing, adult bookstore, dance hall or nightclub, billiard or pool hall, massage parlor, warehouse, mortuary, bowling alley, skating rink, gym, or any renting, leasing or sale of or displaying for the purposes of renting, leasing or sale of any industrial or construction equipment, boats, motor vehicles, trailers or mobile homes. The Property shall not be used, developed, improved or sold in conflict with the provisions of this Declaration even if the zoning of the Property as presently constituted or as hereinafter changed, varied, modified or waived would permit such use, development, improvement or sale.

2. *Covenants Run With Land.* All the covenants, conditions, and restrictions of this Declaration shall perpetually run with and bind the Property and shall be binding upon all parties having or acquiring any right, title or interest of any kind in or to the Property, or any part thereof.

3. *Amendment/Assignment.* This Declaration may be amended or terminated only by an instrument signed and acknowledged by the Declarant and the then owners(s) of the Property. Declarant may at any time assign and transfer any of its rights and authority as Declarant under this Declaration to any other entity, association or person, and such assignee shall thereafter have the same rights, powers and authority as the original Declarant.

4. *Severability.* If any term, provision or covenant of this Declaration shall to any extent be deemed invalid and unenforceable by judgment or court order the remainder of this Declaration shall not be affected thereby and such term, provision and covenant of this Declaration shall be valid and shall be enforced to the extent permitted by law.

5. *Remedies for Enforcement.* The Declarant shall have the right to enforce by any proceeding at law or in equity, all reservations, restrictions, conditions and covenants imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages for such violation. Failure by the Declarant to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver or impairment of the right to do so at anytime thereafter.

*Nothing herein shall be construed to prohibit the renting, leasing or sale of apartments and the advertising and displaying of signs for any of these purposes.

IN WITNESS WHEREOF, the Declarant and Buyers have caused this Declaration to be executed this 11th day of November, 1996

THC, Inc. a Nebraska nonprofit corporation,

By: Joseph P. Lapera
Its President

MCV1, L.L.C., a Nebraska limited liability company

By: Milo P. Vacanti
Milo P. Vacanti, Member

By: Charles J. Vacanti
Charles J. Vacanti, Member

V&R JOINT VENTURE, a Nebraska general partnership

By: V&R Company, a Nebraska general partnership, Its General Partner

Milo P. Vacanti
Milo P. Vacanti, General Partner

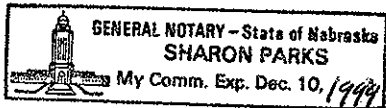
Charles J. Vacanti
Charles J. Vacanti, General Partner

By: Vacrand, Inc., a Nebraska corporation, Its General Partner

By: Milo P. Vacanti
Milo P. Vacanti, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

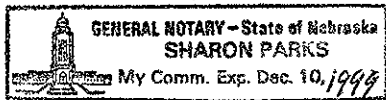
The foregoing instrument was acknowledged before me this 11th day of November, 1996, by Joseph P. Laferla, President of THC, Inc., a Nebraska nonprofit corporation, on behalf of the corporation.



Sharon Parks
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

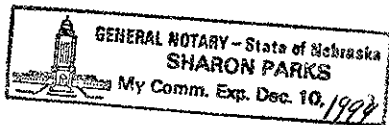
The foregoing instrument was acknowledged before me this 11th day of November, 1996, by Milo P. Vacanti, as member of and for and on behalf of MCV1, L.L.C., a Nebraska limited liability company.



Sharon Parks
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 11th day of November, 1996, by Charles J. Vacanti, as member of and for and on behalf of MCV1, L.L.C., a Nebraska limited liability company.



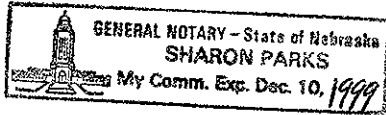
Sharon Parks
Notary Public

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REGISTER OF DEEDS

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REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

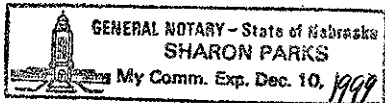
The foregoing instrument was acknowledged before me this 11th day of November, 1996, by Milo P. Vacanti and Charles J. Vacanti, each General Partners of V&R Company, a Nebraska general partnership, a General Partner of V&R Joint Venture for and on behalf of V&R Company as general partner and V&R Joint Venture.



Sharon Parks
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 11th day of November, 1996, by Milo P. Vacanti, President of Vacrand, Inc., a Nebraska corporation, General Partner of V&R Joint Venture for and on behalf of the corporation and V&R Joint Venture.



Sharon Parks
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS