

FILED SARP Y CO. NE.

INSTRUMENT NUMBER

2007-26465

2007 AUG 28 A 11:50 AM

Lloyd J. Dowding

REGISTER OF DEEDS

COUNTER ah G.E. ah
VERIFY P D.E. ah
PROOF P

FEE \$ 311.00
CHECK # 10722100078
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

RECORDER NOTE: Indexed in
Hickory Hill Plaza Replat 4
8-28-07 pc

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
Steven J. Stastny, Deputy
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

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DECLARATION OF RESTRICTIONS

This Declaration of Restrictions (this "Declaration") is made as of August 17, 2007 by Hickory Hill Associates, L.L.C., a Nebraska limited liability company, with a mailing address c/o The Lerner Company, 10855 West Dodge Road, Suite 270, Omaha, NE 68154 ("Declarant"), for the benefit of Centres AZ LLC, a Delaware limited liability company ("Owner") with a mailing address c/o Centres Inc., 9130 So. Dadeland Blvd., Miami, FL 33156.

PRELIMINARY STATEMENT

Declarant is the record owner of Lot 1 Replat 4, Hickory Hill Subdivision, Papillion, Sarpy County, Nebraska, as surveyed, platted, and recorded (collectively the "Subject Property").

Owner has acquired or is about to acquire from Declarant Lot 2 Replat 4, Hickory Hill Subdivision, Papillion, Sarpy County, Nebraska, as surveyed, platted and recorded ("Owner's Parcel").

Declarant desires to establish certain restrictions upon the Subject Property for the benefit of Owner and its successors and assigns as owners from time to time of Owner's Parcel.

TERMS AND CONDITIONS

In consideration of the foregoing Preliminary Statement, which by this reference is repeated and incorporated in this portion of this Declaration in its entirety, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby agrees as follows:

1. So long as a retail "Auto Zone" auto parts store is being operated within the Owner's Parcel (excluding periods of restoration or remodeling due to casualty), Declarant shall not lease, sell or otherwise permit any part of the Subject Property to be used as a retail facility whose primary business is the sale of auto parts.
2. In the event of a default hereunder by Declarant, Owner may institute an action against the Declarant for specific performance, declaratory or injunctive relief, or any other available equitable remedy. No remedy provided in this Declaration shall be exclusive, but each shall be cumulative with all other remedies specifically provided in this Declaration.
3. The prevailing party in any action to enforce any provision of this Declaration shall be entitled to receive from the other party the prevailing party's

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reasonable costs and expenses incurred in connection with such action including, without limitation, reasonable attorneys' fees and court costs.

4. No delay or omission of Owner in the exercise or enforcement of any right accruing upon any default by Declarant shall impair any such right to be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by Owner of a breach or a default of any other terms and conditions of this Declaration shall not be construed to be a waiver of any subsequent breach or default of the same or any other provisions of this Declaration.

5. Every notice, demand, consent, approval or other document or instrument required or permitted to be served upon or given to any party hereunder shall be in writing and shall be delivered in person or sent by nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

Declarant: Hickory Hill Associates, L.L.C.
c/o The Lerner Company
10855 West Dodge Road, Suite 270
Omaha, NE 68154-2666

Owner: Centre AZ LLC
c/o Centres Inc.
Two Datran Center, Ste. 1528
9130 So. Dadeland Blvd.
Miami, FL 33156

or to such other person or address as Declarant or Owner may direct from time to time by written notice forwarded in accordance herewith.

6. Notwithstanding any custom, rule of interpretation or construction, or otherwise, neither this Declaration, nor any portion hereof, shall be construed more strongly against any party who prepared it.

7. This Declaration shall not be modified or amended in any respect except by a writing executed, delivered and recorded in the records of Sarpy County, Nebraska and signed by the record owners of Lots 1 and 2 Replat 4 Hickory Hill Subdivision, Papillion, Sarpy County, Nebraska.

8. This Declaration shall be governed by and construed in accordance with the laws of the State of Nebraska. The invalidity of any provision of this Agreement shall not in any way invalidate the remaining provisions of this Declaration.

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9. This Declaration shall be binding against Declarant and its successors and assigns, as covenants running with the Subject Property, and shall inure to the benefit of Owner and its successors and assigns, as appurtenant to their respective interest in Owner's Parcel.

10. Notwithstanding anything to the contrary in this Declaration, the terms of this Declaration shall expire and be of no further force and effect at such time as a retail Auto Zone auto parts store ceases operations from the Owner's Parcel (excluding periods of remodeling and restoration due to casualty).

Hickory Hill Associates, L.L.C.,
a Nebraska limited liability company

By: _____

Name: Jay R. Lerner

Title: Manager

Centres AZ LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

D

9. This Declaration shall be binding against Declarant and its successors and assigns, as covenants running with the Subject Property, and shall inure to the benefit of Owner and its successors and assigns, as appurtenant to their respective interest in Owner's Parcel.

10. Notwithstanding anything to the contrary in this Declaration, the terms of this Declaration shall expire and be of no further force and effect at such time as a retail Auto Zone auto parts store ceases operations from the Owner's Parcel (excluding periods of remodeling and restoration due to casualty).

Hickory Hill Associates, L.L.C.,
a Nebraska limited liability company

By: _____

Name: _____

Title: _____

Centres AZ LLC,
a Delaware limited liability company

By: 

Name: DAVID K. CHARLTON

Title: PRESIDENT OF CENTRES INC., A WISCONSIN CORPORATION, THE REMAINING MEMBER OF CENTRES DZ LLC, A DELAWARE LIMITED LIABILITY COMPANY

E

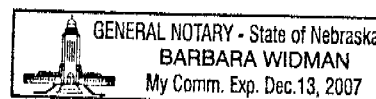
ACKNOWLEDGMENTS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15th day August, 2007 by Jay L. Lerner, Manager of Hickory Hill Associates LLC, a Nebraska limited liability company, on behalf of such limited liability company.

Barbara Widman
Notary Public

STATE OF FLORIDA)
) ss.
COUNTY OF _____)



The foregoing instrument was acknowledged before me this _____ day August, 2007 by _____ of Centres AZ LLC, a Delaware limited liability company, on behalf of such limited liability company.

Notary Public

2007-26465 F

ACKNOWLEDGMENTS


STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day August, 2007 by _____ of Hickory Hill Associates LLC, a Nebraska limited liability company, on behalf of such limited liability company.

Notary Public

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 21st day August, 2007 by DAVID K. CHARLTON, PRESIDENT OF CENTRES INC. * of Centres AZ LLC, a Delaware limited liability company, on behalf of such limited liability company.



Notary Public



Ana C Escribano-Cruz
My Commission DD224631
Expires September 14, 2007

* A WISCONSIN CORPORATION, THE MANAGING MEMBER

Return to: ND4
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, Texas 75204