

79-121+

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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 herein-after 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 herein-after 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.

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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 thereafter.

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 be a waiver of the right to do so thereafter.

