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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
2/25/2008 10:36:27.37

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THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

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Check Number

25358

Return to:
P. Scott Dye
Baird Holm
1500 Woodmen Tower
Omaha, NE 68102

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

That Nebraska Methodist Health System, Inc., a Nebraska non-profit corporation ("Declarant"), being the present owner of certain real estate (the "Real Estate") in the County of Douglas, State of Nebraska, legally described on the attached Exhibit A, hereby declares that all of the Real Estate shall be subject to the restrictive covenants set forth herein.

The restrictive covenants set forth herein are for the benefit of the Declarant and its successors and assigns, and also for the benefit of present and future owners of Lots 2 and 4, West Dodge Health Campus Replat 7 (hereinafter collectively the "Beneficiaries") and have been executed and recorded as a part of the consideration for the sale of the Real Estate by Declarant.

The restrictive covenants set forth herein shall pass with the Real Estate, or any parcel, lot or site thereof, and shall bind each and every owner thereof or of any interest therein, including Declarant, and the respective assigns and successors in interest of such owners and any lessees, tenants and other occupants of any building thereon. These restrictive covenants are imposed upon the Real Estate and are to be construed as restrictive covenants running with the land and with each and every part thereof:

1. PROHIBITED USES. No portion of the Real Estate shall be used for any of the following purposes:

- Hospital
- Ambulatory surgery center
- Medical offices for any physician or other health care provider not on the medical staff of Nebraska Methodist Hospital or any successor
- Independent laboratory or reference laboratory
- Physical therapy clinic

CT services, MRI services or PET services
independent diagnostic testing facility

The forgoing restrictions are in addition to, and not in replacement of, any existing use restrictions that may be in effect with respect to any portion of the Real Estate.

2. REMEDIES FOR VIOLATIONS.

Upon a violation or breach of any of the restrictive covenants set forth herein any Beneficiary or their respective successors and assigns, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them.

3. TERM AND EXTENSIONS; AMENDMENT.

(a) All restrictive covenants contained in this instrument shall continue in effect for a period of twenty (20) years.

(b) This Declaration of Restrictive Covenants may only be modified or amended by a written amendment signed by all owners of the Real Estate and by all Beneficiaries, including Declarant.

4. DECLARATION SHALL CONTINUE NOTWITHSTANDING BREACH.

It is expressly agreed that no breach of this Declaration shall (i) entitle any party to cancel, rescind or, otherwise terminate this Declaration, or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder by reason of any such breach.

5. RULE AGAINST PERPETUITIES.

In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective being contrary to applicable law or prohibited by the "rule against perpetuities" or any similar law, then in that event only the term hereof shall be reduced to the maximum period of time which does not violate such law or the rule against perpetuities as set forth in the laws of the State of Nebraska.

6. WAIVER.

No delay or omission in exercising any rights, power or remedy herein provided, in the event of any breach of the restrictive covenants herein contained, shall be construed as a waiver thereof or acquiescence therein.

7. SEVERABILITY.

In the event any one or more of the foregoing restrictive covenants is declared for any reason by a court of competent jurisdiction to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the other covenants, conditions, reservations and restrictions not specifically declared to be void or unenforceable, but all of the remaining restrictive covenants not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

8. BENEFICIARIES.

These restrictive covenants are made for the benefit of each of the Beneficiaries above stated, including their respective successors and assigns. Each such Beneficiary is specifically given the right to enforce these restrictive covenants by injunction or other legal or equitable procedure, and to recover damages resulting from any violation thereof, including the cost of enforcing the same, which costs shall include court costs and reasonable attorneys' fees as permitted by law.

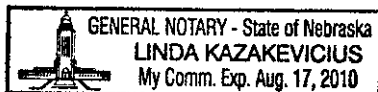
IN WITNESS WHEREOF, the parties have caused these presents to be executed at Omaha, Douglas County, Nebraska, this 26 day of February, 2008.

NEBRASKA METHODIST HEALTH SYSTEM,
INC. a Nebraska non-profit corporation

By: *John M. Fraser*
Its: *President and CEO*

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on February 20, 2008, by *John M. Fraser*, the President of Nebraska Methodist Health System, Inc., a Nebraska non-profit corporation, on behalf of the corporation.)



Linda Kazakevicius
Notary Public

EXHIBIT A

Lot One (1), West Dodge Health Campus Replat 8, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County Nebraska.

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