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REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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WHEN RECORDED MAIL TO:
NEBRASKA STATE BANK OF OMAHA
3211 N 90TH STREET
OMAHA, NE 68134

FOR RECORDER'S USE ONLY

-2295(e)

CONSTRUCTION DEED OF TRUST

THIS DEED OF TRUST IS A CONSTRUCTION SECURITY AGREEMENT
WITHIN THE MEANING OF THE NEBRASKA CONSTRUCTION LIEN ACT

MAXIMUM LIEN. The lien of this Deed of Trust shall not exceed at any one time \$103,092.00.

THIS DEED OF TRUST is dated January 10, 2001, among **PREFERRED ENTERPRISES, L.L.C.**, whose address is 1850 1ST NATIONAL CENTER, OMAHA, NE 68102 ("Trustor"); **NEBRASKA STATE BANK OF OMAHA**, whose address is 3211 N 90TH STREET, OMAHA, NE 68134 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and **Nebraska State Bank of Omaha**, whose address is 3211 N. 90TH ST., OMAHA, NE 68134 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor conveys to Trustee in trust, WITH POWER OF SALE, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in **DOUGLAS County, State of Nebraska**:

LOT 2, LINDEN ESTATES 2ND ADDITION REPLAT 5, AN ADMINISTRATIVE SUBDIVISION OF LOT 1, LINDEN ESTATES 2ND ADDITION REPLAT 1, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA

The Real Property or its address is commonly known as **1206 NORTH 136TH AVENUE, OMAHA, NE 68154.**

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all

**DEED OF TRUST
(Continued)**

circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Nebraska as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means NEBRASKA STATE BANK OF OMAHA, and its successors and assigns.

Borrower. The word "Borrower" means PREFERRED ENTERPRISES, L.L.C., and all other persons and entities signing the Note in whatever capacity.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means NEBRASKA STATE BANK OF OMAHA, its successors and assigns.

Note. The word "Note" means the promissory note dated January 10, 2001, in the original principal amount of \$103,092.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Nebraska State Bank of Omaha, whose address is 3211 N. 90TH ST., OMAHA, NE 68134 and any substitute or successor trustees.

Trustor. The word "Trustor" means PREFERRED ENTERPRISES, L.L.C..

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.

East of the Sixth Principal Meridian in Douglas County, Nebraska, as described by metes and bounds in the hereto attached Exhibit "A", is and will be so subjected to and benefitted or burdened by this Declaration as a dominant estate or a subservient estate.

c. Residential Property: Those part or parts of the involved Boys Town Property now occupied by Declarant and used by it for its agricultural training, child welfare, and associated charitable purposes and deemed potentially suitable for individual residential and associated private purposes, herein otherwise called "Residential Property", more particularly described as follows:

Part of Northeast Quarter, part of Southwest Quarter, and part of Southeast Quarter of Section 13, Township 15, North, Range 11 East of the Sixth Principal Meridian, in Douglas County, Nebraska, as described by metes and bounds in the hereto attached Exhibit "B",

SE 1/4 SE 1/4
SW 1/4 SE 1/4
NE 1/4 SE 1/4
NW 1/4 SE 1/4
SE 1/4 SW 1/4
SW 1/4 SW 1/4
NE 1/4 SW 1/4
NW 1/4 SW 1/4
SE 1/4 NE 1/4
SW 1/4 NW 1/4

is and will be so subjected to and benefitted or burdened by this Declaration as a dominant estate or a subservient estate.

d. Retained Property: Those part or parts of the involved Boys Town Property now occupied by Declarant and used by it for its agricultural training, child welfare, and associated charitable purposes and deemed potentially suitable for commercial office building and associated public purposes, herein otherwise called "Retained Property", more particularly described as follows:

Part of Southwest Quarter and part of Southeast Quarter of Section 13, Township 15 North, Range 11 East of the Sixth Principal Meridian,

in Douglas County, Nebraska, as described by metes and bounds in the
hereto attached Exhibit "C",

is and will be so subjected to and benefitted or burdened by this Declaration
as a dominant estate or a subservient estate.

2. **Covenants:** The involved Boys Town Property is and will be through December 21, 2014,
subject to all and each of the following described conditions and other terms, herein otherwise
called "covenants":

a. **Residential Property Restrictions:** Except for such lot or lots or other similar
subdivided part or parts thereof as may from time to time be occupied or used for
educational, recreational, religious, or other nonprofit public purposes to the extent
permitted by applicable zoning regulations, no lot or other similar subdivided part of the
Residential Property component of the involved Boys Town Property will be occupied or
used for other than single-family residential purposes; and no such lot or other
subdivided part of the Residential Property component of the involved Boys town
Property will be occupied or used for such residential purposes at a density greater than
one single-family residence for each such lot or other similar subdivided part.

b. **First National Business Park Restrictions:** Except for such lot or lots or other similar
subdivided part or parts thereof as may from time to time be occupied or used for
educational, recreational, religious, or other nonprofit public purposes to the extent
permitted by applicable zoning regulations, no lot or other similar subdivided part of the
First National Business Park component of the involved Boys Town Property will be
occupied or used for other than primarily office and restaurant purposes inclusive of

a commercial bank facility and ancillary purposes together with private club facilities, retail uses incidental to such office usage, and service businesses commonly found within office buildings of the first class provided primarily for the convenience of and patronage by employees, owners, tenants, and other occupants or users inclusive, without limitation thereto, of employee cafeterias, restaurants, and other dining facilities, barber and beauty shops, copy centers, snack shops, news stands, exercise or recreation centers, and other ancillary facilities supplementary to or supportive of such office usage; and neither the entirety of nor any such lot or other subdivided part of the First National Business Park component of the involved Boys Town Property will be occupied or used for such office and related purposes in nonconformity with or violation of any of the following described further restrictions:

(1) Building Height Limitation: No building or other structure will exceed one hundred feet in elevation or height as measured from finished grade.

(2) Aggregate Density Limitation: The combined gross floor area of all office buildings and restaurants will in the aggregate exceed one million four hundred thousand square feet if and only to the extent that such excess, if any, does not or will not by consumption or exhaustion of applicable limitations or quotas, by actual or potential generation of traffic limitations, or by operation of applicable zoning regulations or through any other direct or indirect cause or connection preclude for the Retained Property component of the involved Boys Town Property a combined gross area of all office buildings and restaurants thereon in an aggregate of not less than one million one hundred thirty thousand square

feet.

(3) Sales and Services Limitation: Beer, liquor, wine, or other alcoholic beverages will be given or sold for consumption only by bottle, can, or drink only on the premises of any permitted restaurant operation and not elsewhere or otherwise; no cigarettes, cigars, or other tobacco products will be given or sold; and no gambling or gaming activities of any nature will be conducted, operated, or permitted.

(4) Restaurant Limitation: No more than three approved free-standing full-service public restaurants located on sites at or in close proximity to the boundaries of the First National Business Park component of the involved Boys Town Property will be built, conducted, operated, or permitted; and each such restaurant will be and remain subject to approval or disapproval by Declarant with respect to general or specific compatibility with its occupation and use of the Boys Town Home Campus component of the involved Boys Town Property as set out in Paragraph 3d of this Declaration.

c. Retained Property: Except for such lot or lots or other similar subdivided part or parts thereof as may from time to time be occupied or used for educational, recreational, religious, or other nonprofit public purposes to the extent permitted by applicable zoning regulations, no lot or other similar subdivided part of the Retained Property component of the Boys Town Property will be occupied or used for other than primarily office and restaurant purposes together with private club facilities, retail uses incidental to such office usage, and service businesses commonly found within office buildings of the first

class provided primarily for the convenience of and patronage by employees, owners, tenants, and other occupants or users inclusive, without limitation thereto, of employee cafeterias, restaurants, and other dining facilities, barber and beauty shops, copy centers, snack shops, news stands, exercise or recreation centers and other ancillary facilities supplementary to or supportive of such office usage; and neither the entirety of nor any such lot or other subdivided part of the Retained Property component of the involved Boys Town Property will be occupied or used for such office and related purposes in nonconformity with or violation of any of the following described further restrictions:

(1) Building Height Limitation: No building or other structure will exceed one hundred feet in elevation or height as measured from finished grade.

(2) Aggregate Density Limitation: The combined gross floor area of all office buildings and restaurants will in the aggregate exceed one million one hundred thirty thousand square feet if and only to the extent that such excess, if any, does not or will not by consumption or exhaustion of applicable limitations or quotas, by actual or potential generation of traffic limitations, or by operation of applicable zoning regulations or through any other direct or indirect cause or connection preclude for the First National Business Park component of the involved Boys Town Property a combined gross area of all office buildings and restaurants thereon in an aggregate of not less than one million six hundred ninety thousand square feet.

(3) Sales and Services Limitation: Beer, liquor, wine, or other alcoholic

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beverages will be given or sold for consumption only by bottle, can, or drink only on the premises of any permitted restaurant operation and not elsewhere or otherwise; no cigarettes, cigars, or other tobacco products will be given or sold; and no gambling or gaming activities of any nature will be conducted, operated, or permitted.

(4) Restaurant Limitation: No more than three approved free-standing full service public restaurants located on sites at or in close proximity to the boundaries of the Retained Property component of the involved Boys Town Property will be built, conducted, operated, or permitted; and each such restaurant will be and remain subject to approval or disapproval by Declarant with respect to general or specific compatibility with its occupation and use of the Boys Town Home Campus component of the involved Boys Town Property as set out in Paragraph 3d of this Declaration.

3. Enforcement: The several covenants and the conditions and other terms set out in this Declaration are and will be subject to the following described enforcement:

a. Dominant and Subservient Estates: With respect to the allocation of the benefits of enjoyment and burdens of enforcement of the covenants set out in this Declaration, the following described components of the involved Boys Town Property will be and serve as described as dominant and subservient estates:

(1) Residential Property: All and each part of the Residential Property component of the Involved Boys Town Property will both have and enjoy all of the benefits, privileges, and rights as a dominant estate and also have and

incur all of the burdens, liabilities, and obligations as a subservient estate with respect to the covenants set out in Paragraph 2a of this Declaration.

(2) Boys Town Home Campus: All and each part of the Boys Town Home Campus component of the involved Boys Town Property will have and enjoy all the benefits, privileges, and rights of a dominant estate and none of the burdens, liabilities, or obligations as a subservient estate; and all and each part of each of the Residential Property, the First National Business Park, and the Retained Property components of the involved Boys Town Property will have and incur all of the burdens, liabilities, and obligations of a subservient estate with respect to the covenants set out respectively in Paragraphs 2a, 2b, and 2c of this Declaration.

(3) First National Business Park: All and each part of the First National Business Park component of the Involved Boys Town Property will both have and enjoy all of the benefits, privileges, and rights as a dominate estate and also have and incur all of the burdens, liabilities, and obligations as a subservient estate with respect to the covenants set out in Paragraph 2b of this Declaration; and all and each part of the First National Business Park component of the involved Boys Town property will have and enjoy all of the benefits, privileges, and rights of a dominant estate, and all and each part of the Retained Property component of the involved Boys Town Property will have and incur all of the burdens, liabilities, and obligations of a subservient estate, with respect to the covenants set out in paragraph 2c of this

Declaration.

(4) Retained Property: All and each part of the Retained Property component of the Involved Boys Town Property will both have and enjoy all of the benefits, privileges, and rights as a dominant estate and also have and incur all of the burdens, liabilities, and obligations as a subservient estate with respect to the covenants set out in Paragraph 2c of this Declaration; and all and each part of the Retained Property component of the involved Boys Town Property will have and enjoy all of the benefits, privileges, and rights of a dominant estate, and all and each part of the First National Business Park component of the involved Boys Town Property will have and incur all of the burdens, liabilities, and obligations of a subservient estate, with respect to the covenants set out in Paragraph 2b of this Declaration.

b. Enforcement Action: Every contract purchaser or owner of all or any part or parts of any component of the involved Boys Town Property designated as a dominant estate with respect to any covenant set out in this Declaration will be entitled at any time or from time to time to institute and pursue against all and any contract purchasers or owners of all or any part or parts of such component or of any other component of the involved Boys Town Property designated as a subservient estate with respect to such covenant any equitable or legal action appropriate, convenient, or necessary to secure compliance with or other enforcement of such covenant.

c. Nonopposition to Zoning Modification for Retained Property: If or to the extent to which such modification or modifications are not incompatible with the covenants set

out in Paragraph 2c of this Declaration, no contract purchaser or owner of all or any part or parts of the First National Business Park or the Residential Property components of the involved Boys Town Property will be authorized, empowered, or otherwise entitled to contest or oppose and every such contract purchaser or owner will be prohibited from contesting or opposing by any administrative, equitable, legal, or other action or procedure any amendment, change, or other modification by City of Omaha or by Village of Boys Town with respect to zoning regulations applicable to all or any part or parts of the Retained Property component of the involved Boys Town Property.

d. Restaurant Operation Review: Construction, occupation, operation, and use of each free-standing restaurant within the First National Business Park and the Retained Property components of the involved Boys Town Property as set out in Paragraphs 2b(4) and 2c(4) of this Declaration will be subject to the following process for approval or disapproval by Declarant:

(1) Notice of Proposed Restaurant Operation: Before any such restaurant operation is initiated or any such previously approved restaurant operation is substantially changed or otherwise significantly modified, the person or persons therewith concerned or involved will serve upon Declarant an express written description of such restaurant operation as so proposed to be initiated or to be changed or modified.

(2) Response to Notice: Within fifteen business days after its receipt of such description, Declarant will respond thereto with an approval or with an

objection based upon one or more reasonable grounds of general or specific incompatibility with effectuation of its public charitable mission and will serve upon the author or each of the authors of such description an express written notice of such approval or an express written description of such objection.

(3) Further Action: If Declarant fails to respond to any such description within fifteen business days of its receipt thereof or if Declarant responds to any such description with an approval, such restaurant operation may be initiated or changed or modified in conformity with such description; but if Declarant responds to such notice of description with an objection, such restaurant operation will not be so initiated or changed.

4. Extension, Modification, and Termination: The several covenants and the conditions and other terms set out in this Declaration are and will be subject to the following provisions for extension, modification, and termination:

a. Waiver by Declarant: Declarant will have and retain the right, after ten days after delivery of express written notice thereof to all then current contract purchasers and owners of all of the First National Business Park and the Retained Property components of the involved Boys Town Property, if it then remains the sole owner of all or any part or parts of the involved Boys Town Property, by execution, acknowledgment, and recordation with the office of the Register of Deeds of Douglas County, Nebraska, of an instrument of content and form appropriate, convenient, or necessary to describe and effect such waiver, for the purpose of avoidance of undue hardship to waive partly or wholly the application to any lot or lots or other similar

'subdivided part or parts of the Residential Property, the First National Business Park, or the Retained Property components of the involved Boys Town Property as a subservient estate with respect thereto all or any part or parts of the covenants set out in Paragraph 2 of this Declaration.

b. Action by Declarant and Majority of Owners: Declarant, together with a majority in number of the then current contract purchasers and owners of all of the First National Business Park and also together with a majority in number of the then current contract purchasers and owners of the Retained Property components of the involved Boys Town Property, will have and retain the right at any time or from time to time by execution, acknowledgment, and recordation with of the office the Register of Deeds of Douglas County, Nebraska of a supplementary declaration of content and form appropriate, convenient, or necessary to describe and effect such action, to extend or terminate all or any part or parts of this Declaration with respect to all of the involved Boys Town Property or to modify all or any part or parts of this Declaration with respect to the First National Business Park or the Retained Property components of the involved Boys Town Property.


5. Partial Invalidity and Severability: Invalidity in entirety or in particularity of application of any separate part or parts of this Declaration will not invalidate any other part or parts thereof to which validity may be accorded practicably and reasonably in the absence of such invalid part or parts or affect any other particular and valid application to which such part or parts may practicably and reasonably be put; and as appropriate, convenient, or necessary for the validity of this Declaration

and the application of its parts, all of the parts thereof will be and remain to the fullest extent practicable and reasonable independent of and severable from each other.

IN WITNESS WHEREOF, Declarant has executed this Declaration at Boys Town, Douglas County, Nebraska.

FATHER FLANAGAN'S BOYS' HOME

By:

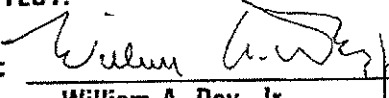

Edward W. Fitzgerald
Its Vice President

Declarant

IMPRINTED CORPORATE SEAL
REGISTER OF DEEDS

ATTEST:

By:


William A. Day, Jr.
Its Corporate Secretary

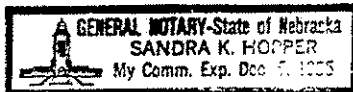
STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

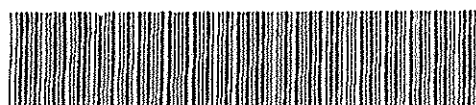
Before me, a Notary Public qualified for said county, personally appeared Edward W. Fitzgerald, Vice President of FATHER FLANAGAN'S BOYS' HOME, a Nebraska nonprofit corporation, known to me to be the identical officer and individual who executed the foregoing Declaration, acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and declared the execution and delivery thereof to be duly authorized and its corporate seal to be thereby affixed by its authority.

Witness my hand and seal on December 21, 1994.




Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS



1282 661 MISC



02765 99 661-672

Nebr Doc
Stamp Tax

Date

\$

By

RICHARD N. TAKE
REGISTER OF DEEDS
DOUGLAS COUNTY

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EXP comp C/O COMP VP
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RETURN: Gross & Wether
Attn Lila Petersen
3120 So. 72nd St #800
Omaha NE 68124

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**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR THE VILLAS OF LINDEN ESTATES, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by Royal Homes, Inc., a Nebraska corporation, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Douglas County, Nebraska and described as follows:

Lots 1 through 25, inclusive, in The Villas of Linden Estates, A Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation of the values and amenities of The Villas of Linden Estates, for the maintenance of the character and residential integrity of The Villas of Linden Estates, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of The Villas of Linden Estates.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

**ARTICLE I.
RESTRICTIONS AND COVENANTS**

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, pool house, satellite receiving station or "discs", flag pole, solar heating or cooling device, or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "Plans"). Such Plans shall include a description of the type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the Plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

C. Written Notice of any approval of a proposed Improvement shall be mailed to the Owner at the address specified by the Owner upon submission of the Plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the Plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

D. No Lot Owner or combination of Lot Owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height.

4. All exposed foundation walls must be constructed of or faced with brick or simulated brick or stone or stucco or other material approved by Declarant. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with medium cedar wood shakes.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale". No business activities of any kind whatsoever shall be conducted on any lot; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner or Owners of any Lot or any resident thereof. Provided, however, the foregoing paragraph shall not apply to business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

6. No exterior television or radio antenna of any sort shall be permitted on any Lot. No tree houses, tool sheds, doll houses, windmills, or similar structures shall be permitted on any Lot without written consent of Declarant.

7. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinance of the City of Omaha, Nebraska.

9. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened

from view, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored on permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothesline shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards.

10. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

11. No swimming pool may extend more than one foot above ground level.

12. No fence shall be permitted on any Lot unless such fence is required by state or local law for enclosing a swimming pool. All such swimming pool enclosures shall conform to all requirements set forth in applicable zoning ordinances, building code, and other state and local law, including but not limited requirements for height, ingress and egress, and structural design. In no case may such fence extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. Unless other materials are specifically approved in writing by Declarant, fences for swimming pool enclosures shall only be composed of wrought iron. No such fence shall be of the wood, chain link or wire types.

13. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

14. A public sidewalk, if required by the City of Omaha, shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the Owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha.

15. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

16. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, including, without limitation, dog houses. No dog runs or kennels of any kind shall be allowed in The Villas of

Linden Estates. No livestock or agricultural-type animals shall be allowed in The Villas of Linden Estates, including pot-bellied pigs.

17. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

18. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

19. No structure of a temporary character, carport, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside The Villas of Linden Estates to any Lot without the written approval of Declarant.

20. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

21. Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such locations, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

22. Declarant expressly reserves the right to administratively adjust any side or back lot line up to a maximum of seven feet two inches (7'2"), (an "Administrative lot Adjustment"). Any such decision to seek an Administrative Lot Adjustment with the appropriate municipal authority shall be in Declarant's sole discretion. The owner or owners of any such Lot or Lots affected by Declarant's decision to obtain an Administrative Lot Adjustment shall comply with Declarant's efforts, and shall not in any way attempt to obstruct, prevent or delay any such Administrative Lot Adjustment sought by Declarant. Declarant may obtain more than one Administrative Lot Adjustment for any individual Lot, provided however, that no more than one Administrative Lot Adjustment may be obtained under this section for each side of such Lot without the written consent of the Lot owner or owners.

ARTICLE II.
ENTRANCE MARKERS & BOUNDARY FENCES

1. Declarant may construct a boundary fence around the perimeter of The Villas of Linden Estates. Declarant may also construct Entrance Monuments on Lots 1 and/or 25.

2. In either event, Declarant may declare all affected Lots subject to a permanent and exclusive right and easement in favor of Declarant and The Villas of Linden Estates Homeowners Association (the "Association") to maintain, repair and replace the Entrance Monuments and/or Boundary Fence. Without limitation of the rights and easements granted by this Declaration, the Declarant or Association may come upon any of the affected lots for the purpose of constructing, installing, repairing, maintaining, removing and replacing the Boundary Fence.

ARTICLE III.
HOMEOWNER'S ASSOCIATION

1. The Association. Declarant will cause the incorporation of The Villas of Linden Estates Homeowner's Association, a Nebraska not-for-profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks, dedicated and nondedicated roads, paths, ways and green areas; and signs and entrances for The Villas of Linden Estates. Common Facilities may be situated on property owned or leased by the Association, on public property, or on private property subject to an easement in favor of the Association.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict the use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of The Villas of Linden Estates; and the protection and maintenance of the residential character of The Villas of Linden Estates.

D. Snow removal shall be provided by the Association when snow fall accumulations exceed two (2) inches. Lawn services to be provided include: lawn mowing as needed; sidewalk edging three (3) times per season; fertilizer, weed control and pre-emergent applications as recommended from time to time by professional lawn maintenance company to be hired by the Association; power rake and aeration services shall be provided to each Member's lawn every other year. Lawn services do not include any work related to any Member's shrubbery or trees, including pruning, trimming, and pest control of such shrubs and trees. In addition, the Association shall not be responsible for the watering of any lawns.

2. Membership and Voting. The "Owner" of each Lot shall be a Member of this Association. The Association shall include further phases of The Villas of Linden Estates as may be developed by the Declarant. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as a security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The Owner of each Lot, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

B. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within or near The Villas of Linden Estates.

C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment of purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverage for the Association, the Board of Directors of the Association and the Members.

E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

F. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

G. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

I. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

J. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

4. Mandatory Duties of Association. The Association shall maintain and repair any boundary fence, entrance monuments, and signs which have been installed by Declarant, in generally good and neat condition.

5. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or

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assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by Declarant. Lots owned by the Declarant shall not be subject to imposition of dues, assessments or Association liens.

7. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

8. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 3 and 4 of this Article.

9. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 11, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

A. One Thousand Eight Hundred and no/100 Dollars (\$1,800.00) per Lot, (One hundred fifty dollars [\$150.00] per month).

B. In each calendar year beginning on January 1, 2000, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

10. Assessments and Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in calendar year shall be limited in amount to One thousand and no/100 Dollars (\$1,000.00) per Lot.

11. Excess Dues and Assessments. With the approval of seventy-five percent (75%) of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

12. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 5, above.

13. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of the request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

14. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessments shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Facilities or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

15. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

ARTICLE IV. GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any Owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants

now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

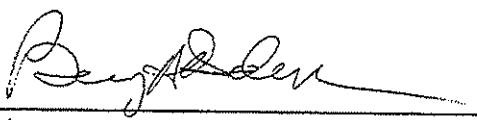
2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Royal Homes, Inc., a Nebraska corporation, or any person, firm, corporation, partnership, or entity designated in writing by Royal Homes, Inc. in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. Royal Homes, Inc., a Nebraska corporation, or its successor or assign, any terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

4. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provision hereof, which shall remain in full force and effect.

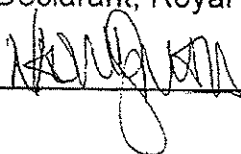
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 16th day of February, 1999.

Royal Homes, Inc.
a Nebraska corporation, "Declarant"

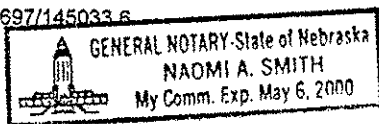
By 
President

STATE OF NEBRASKA)
) SS.:
COUNTY OF DOUGLAS)

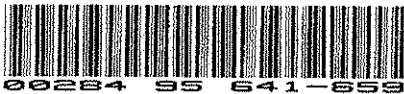
The foregoing instrument was acknowledged before me this 16th day of February, 1999, by Barry Broder, President of Royal Homes, Inc., a Nebraska corporation, on behalf of the Declarant, Royal Homes, Inc.


Notary Public

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GEORGETOWN, GUYANA
REGISTRATION
DATE

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Declarant does hereby

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1. Involved Boys Town Property: All improved and unimproved Boys Town Property involved in this Declaration is and will be acquired, conveyed, devised, inherited, leased, and otherwise transferred and is and will be occupied and used subject to all and each of the conditions and other terms set out in this Declaration; and the following described and listed constituent components do and will collectively constitute the entirety of the involved Boys Town Property so subjected to this Declaration:

a. Boys Town Home Campus: Those part or parts of the involved Boys Town Property now occupied by Declarant as a National Historic Monument facility and used by Declarant for its agricultural training, child welfare, and associated charitable purposes, herein otherwise called "Boys Town Home Campus", more particularly described as follows:

All of Section 24, except those parts thereof conveyed or taken for purposes of public right of way, Township 15 North, Range 11 East of the Sixth Principal Meridian in Douglas County, Nebraska,

NE		NE
NW		NW
SE		SE
SW		SW
		SE
NE		NE
NW		NW
SE		SE
SW		SW
		SW

is and will be so subjected to and benefitted by this Declaration solely as a dominant estate.

b. First National Business Park: Those part or parts of the involved Boys Town Property now occupied by Declarant and used by it for its agricultural training, child welfare, and associated charitable purposes and deemed potentially suitable for commercial office building and associated public purposes, herein otherwise called "First National Business Park", more particularly described as follows:

Part of Southwest Quarter of Section 13, Township 15 North, Range 11