

PROTECTIVE COVENANTS

These covenants are to run with the land and shall be binding on all Parties and all persons claiming under them until June 1, 1975, at which time said Covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the Lots it is agreed to change said Covenants in whole or in part.

If the Parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these Covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

2. In Block One (1) Hargleroad's 2nd Addition, Douglas County, Nebraska, the front yard setback shall be forty (40) feet with the rear and side yard requirements the same as set forth in the Zoning Ordinances of the City of Omaha. All other blocks in Hargleroad's 2nd Addition, the front, rear and side yard requirements shall be the same as set forth in the Zoning Ordinance of the City of Omaha.

3. Garages or other outbuildings, if erected on said premises during said period and if detached from the dwellings built thereon, must be built of the same material and must correspond in architecture with the dwelling, and must be located in accordance with provisions of Zone Ordinances of the City of Omaha, Nebraska, now in effect.

4. Public concrete sidewalks shall be provided in front of each lot as improved and shall be four (4) feet wide, four (4) inches thick, and located one (1) foot outside the lot line.

5. Nuisance or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. The ground area of the main structure, exclusive of one story open porches and garages, shall be not less than 800 square feet.

8. An easement is reserved over the rear five (5) feet of each Lot, and over two (2) feet adjoining each side Lot line, for utility installations and maintenance.

APPROVED and signed this 31st day of May, A. D., 1955, as to the property with the following descriptions:

Walter H. Hunt

Lot Ten (10), Block Three (3)
Hargleroad's 2nd Addition in
Douglas County, Nebraska

Lot Twenty (20), Block Six (6)
Hargleroad's 2nd Addition
Douglas County, Nebraska

Lot Eight (8), Block Three (3)
Hargleroad's 2nd Addition in
Douglas County, Nebraska

Edward A. Petersen

Mary Jane Petersen

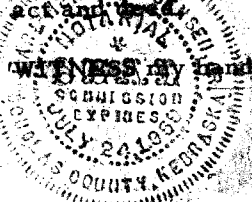
Lars Jensen

Ruth M. Jensen

Winifred Adams

STATE OF NEBRASKA
) SS
COUNTY OF DOUGLAS

On this 31 day of May, A. D., 1955, before me, the undersigned Notary Public in and for said County, personally came the above named ALLEN H. HOYT and ILLYS M. HOYT, Husband and Wife, W. B. HARGLEROAD, III and LOUISA K. HARGLEROAD, Husband and Wife, EDWARD A. PETERSEN AND MARY JANE PETERSEN, Husband and Wife, LARS L. JENSEN and RUTH M. JENSEN, Husband and Wife, and WINIFRED ADAMS, single, who are personally known to me to be the identical persons whose names are affixed to the above Protective Covenants, and they acknowledged said instrument to be their voluntary act and deed.

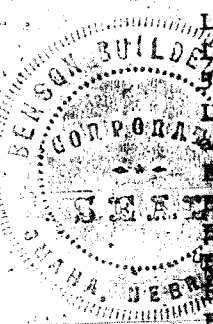


WITNESS my hand and Official Seal the date last aforesaid.

Carl Henry Jorgensen
Notary Public

My commission expires July 24, 1959

APPROVED and signed this 31st day of May, A. D., 1955, as to the property with the following descriptions:



Lots 1 to 11 inclusive, Bl. 1
Lots 1 to 3 inclusive and Lots 5 to 12 inclusive, Block 2,
Lots 1 to 6 inclusive, Lot 9,
and Lots 11 to 14 inclusive,
Block 3; Lots 1 to 18 inclusive
Block 4; Lots 1 to 20 inclusive,
Block 5; Lots 1 to 19 inclusive,
Block 6; Lots 1 to 10, inclusive,
Block 7; Lots 1 to 9 inclusive,
Block 8 and Lots 1 to 9 inclusive,
Block 9, all in Hargleroad's 2nd Addition in Douglas County, Nebraska.

BENSON BUILDERS, INC.

W. B. Hargleroad III
Anne T. Schwartz

STATE OF NEBRASKA
) SS
COUNTY OF DOUGLAS

On this 21st day of May, A. D., 1955, before me, the undersigned Notary Public in and for said County, personally came the above named W. B. Hargleroad, III, President and Anne T. Schwartz, Secretary of BENSON BUILDERS, INC., who are personally known to me to be the identical persons whose names are affixed to the above Protective Covenants as President and Secretary of said Corporation, and they acknowledged said instrument to be their

AMENDMENT OF PROTECTIVE COVENANTS

Protective Covenants were filed on June 1, 1955, in Douglas County, Nebraska, in Book 298, Page 467, covering all of the lots in Hargleroad's 2nd Addition in Douglas County, Nebraska. The undersigned, being the owners of all of the lots in Hargleroad's 2nd Addition, in Douglas County, Nebraska, do hereby amend Paragraph #1 of said Covenants to read as follows:

1. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars, except that a church and parking facilities may be erected on Lots Four (4), Five (5), Six (6), Seven (7) and Eight (8), in Block Two (2) Hargleroad's 2nd Addition, Douglas County, Nebraska.

Executed this 20th day of June, 1955, as to the properties hereinafter described, being all of the lots in Hargleroad's 2nd Addition, in Douglas County, Nebraska

Lot Four (4), Block Two (2)
Hargleroad's 2nd Addition in
Douglas County, Nebraska

Allen H. Hoyt

Lot Seven (7), Block Three (3)
Hargleroad's 2nd Addition in
Douglas County, Nebraska

W. B. Hargleroad III

Lot Ten (10), Block Three (3)
Hargleroad's 2nd Addition in
Douglas County, Nebraska

Ellen A. Hargleroad

Lot Twenty (20), Block Six (6)
Hargleroad's 2nd Addition in
Douglas County, Nebraska

Mary Jane Peterson

Lars A. Jensen

Ruth M. Jensen

Lot Eight (8), Block Three (3)
Hargleroad's 2nd Addition in
Douglas County, Nebraska

Winifred Adams

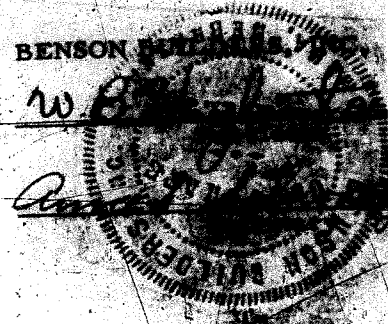
Lot Nineteen (19), Block Six (6)
Hargleroad's 2nd Addition in
Douglas County, Nebraska

Richard D. Schuster

Harold M. Schuster

Lots One (1) to Eleven (11) inclusive,
Block One (1); Lots One (1) to Three (3)

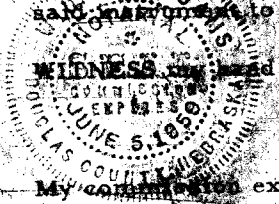
inclusive, Block Eight (8); and Lots One (1) to Nine (9) inclusive, Block Nine (9), all in Hargleroad's 2nd Addition in Douglas County, Nebraska.



STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 30th day of June, 1955, before me, undersigned Notary Public in and for said County, personally came the above named Allen H. Hoyt and Illys M. Hoyt, Husband and Wife, W. B. Hargleroad, III and Louisa K. Hargleroad, Husband and Wife, Edward A. Petersen and Mary Jane Petersen, Husband and Wife, Lars L. Jensen and Ruth M. Jensen, Husband and Wife, Richard D. Schurkamp and Dorothy M. Schurkamp, Husband and Wife, who are personally known to me to be the identical persons whose names are affixed to the above amendment of protective covenants and they acknowledge said instrument to be their voluntary act and deed.

WITNESS my Hand and Official Seal the date last aforesaid.



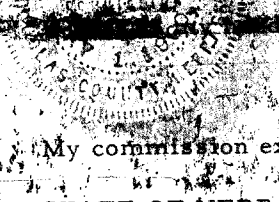
Winifred Adams
Notary Public

My commission expires June 5, 1959

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 30th day of June, 1955, before me, the undersigned Notary Public in and for said County, personally came the above named Winifred Adams, single, who is personally known to me to be the identical person whose name is affixed to the above amendment of protective covenants, and she acknowledged said instrument to be her voluntary act and deed.

WITNESS my Hand and Official Seal the date last aforesaid.



Robert A. Dixon
Notary Public

My commission expires May 1, 1960

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 30th day of June, A. D., 1955, before me, the undersigned a Notary Public in and for said County personally came the above named W. B. Hargleroad, III, President and Anne S. Schwab, Secretary of Benson Builders, Inc., who are personally known to me to be the identical persons whose names are affixed to the above amendment of protective covenants as President and Secretary of said Corporation, and they acknowledged said instrument to be their voluntary act and deed, and the voluntary act and deed of said Corporation.

WITNESS my Hand and Official Seal the date last aforesaid.



Winifred Adams
Notary Public

My commission expires June 5, 1959.