

LOUIS A. SEMINARA, TRUSTEE : PROTECTIVE COVENANTS AND
TO : RESTRICTIONS
: DATED AUGUST 15, 1978
: WEOM IT MAY CONCERN :
:

Louis A. Seminara, Trustee, as owner of Lots 1 through 261, inclusive, in Rose Garden Estates, a Subdivision in Douglas County, Nebraska, does hereby state, publish and declare that all of said lots are and shall be owned and held under and subject to the covenants, conditions and restrictions set forth below:

- 1) The covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2000, 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.
- 2) If the owner of any lot or his heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any owner of any lot to bring any legal proceeding against such person violating or attempting to violate such covenants, either to prevent him or them from so doing, or to recover damages or other compensation due for such violation; but, this instrument shall not be construed as placing any liability or obligation for enforcement upon the undersigned. Invalidity of any one of the covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect. Failure to enforce any of the covenants in a timely manner shall not be deemed a waiver of same.
- 3) The above described lots shall be used only for single-family residential purposes, except such lots or portions thereof as may hereafter be conveyed or dedicated by the owner thereof for church, educational, charitable or recreational purposes.
- 4) Said single-family residences shall not exceed two stories in height and shall have a minimum of a double side-by-side attached or double side-by-side under house or double side-by-side detached garages.
- 5) No structure of any kind shall be commenced, erected, placed or altered on any lot unless and until the plans and specifications therefor and a plot plan showing location and elevations of such structure have been submitted to Louis A. Seminara, Trustee, or any other

refers to and includes constructed or erected buildings, the use of which requires location on the ground or attachment to something located on the ground. Failure of Louis A. Seminara, Trustee, to approve or disapprove such plans, specifications, and plot plan for any reason whatsoever, within thirty (30) days after submission thereof to him shall operate to release such lot from the provisions of this paragraph.

6) That no noxious 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. Outside trash containers are prohibited, and outside burning of trash of any kind is prohibited.

7) No trailer, motor home, 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.

8) Where lots are improved with single-family dwellings, the following minimums shall be required:

a) One-story, bi-level, split-level, step-up, or split entry homes, 1,250 square feet; 1½-story or higher homes, 1,000 square feet for finished living areas, exclusive of open porches, breezeways, garages and finished basements; and

b) Tri-level, 1,650 square feet for finished living areas, including finished basements, but exclusive of open porches, breezeways and garages.

9) Foundation walls shall be constructed of brick, concrete block or poured concrete. If constructed of concrete block or poured concrete, such walls shall be faced or veneered on all front elevations and side elevations which face a street with brick, stone, or any other product approved by Louis A. Seminara, Trustee. No concrete blocks shall be exposed on exterior fireplaces. All chimneys must be of masonry materials, and shall be faced or veneered with brick, stone or any other product approved by Louis A. Seminara, Trustee.

10) After commencement of construction, the dwelling shall be completed as soon as practicable, and the lot upon which said dwelling is built shall be graded and seeded or

13) All lawns, trees, shrubs, hedges, walls, fences and any other appurtenant growth or structure shall be kept and maintained in a safe, neat and orderly manner. The owner reserves the right to enter upon any lot for the purpose of mowing and removing any unsightly weeds or other vegetation, trimming hedges, trees and shrubs, removing dead or unsightly portions thereof, and repairing walls or other appurtenant structures whenever the owner or occupant of any property shall fail or refuse to do so within a reasonable time after notice in writing from the owner of the existence of the objectionable condition. Any expenses for such work are chargeable to the lot owner.

14) Sidewalks will be constructed at the same time of the building of the improvements, and shall be four feet wide, and shall be set in four feet back of the curb.

15) No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided in the building setback lines for front and side streets, after improvements have been constructed on any lot.

16) No sign, billboard or other structure for any advertising or display of advertising materials of any kind shall be placed or maintained within the subdivision, nor shall any notice or advertisement be displayed by any person, corporation or association carrying on a permitted business or trade or profession therein without the permission in writing of the owner.

17) Any grade change exceeding eighteen inches (18") must have the approval of Louis A. Seminara, Trustee.

18) With the prior approval of Louis A. Seminara, Trustee, any owner of a lot may initiate requests to the appropriate governmental agency in order to secure a release from the established zoning requirements. However, Louis A. Seminara, Trustee, shall not have the right to approve a request for rezoning of any lot in this area.

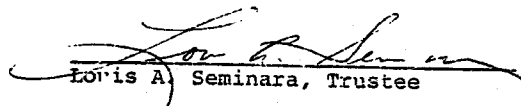
19) Automobiles parked outside in the subdivision, or upon its streets, must be in operating condition, or said cars may be towed away at the owner's expense upon the request or act of any landowner in the subdivision. All automobiles must be parked either indoors or on concrete slabs or drives if parked outside. All repair work on automobiles must be done indoors. All boats and recreational vehicles must be parked or

Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits and poles with the necessary supports, sustaining wires, cross-arms, guys and anchors, and other instrumentalities, and to extend thereon wires for the carrying and transmission of electric current for light, heat and power, and for all telephone and telegraph and message services over, upon and under a five foot strip of land adjoining the rear and side boundary lines of said lots (these easements apply only to land within said subdivision.) Said license being granted for the use and benefit of all present and future owners of lots in said subdivision; provided, however, that said lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said lot lines within thirty-six (36) months of the date hereof, or if any poles or wires are constructed but hereinafter removed without replacement within sixty (60) days after their removal, then the said side lot line easement shall automatically terminate and become void as to such unused or abandoned easementways.

23) Louis A. Seminara, Trustee, reserves, and shall have the exclusive right to modify or waive these covenants, in whole or in part, as to any lot or lots in cases where, in his discretion, he deems such modification or waiver to be necessary or advisable because of special circumstances, or to prevent hardship, or for any other reason considered sufficient by him.

24) All rights, powers, and privileges herein reserved or vested in Louis A. Seminara, Trustee, shall in all respects inure and apply to all persons or entities designated by him, or to his respective successors and assigns, so long as such rights, powers and privileges are specifically assigned by him.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 15 day of August, 1978.


Louis A. Seminara, Trustee

STATE OF NEBRASKA)
: ss.
COUNTY OF DOUGLAS)

On this 15 day of August, 1978, before me, a Notary Public duly commissioned, qualified for and acting in and for said county and state, personally appeared the above named LOUIS A. SEMINARA, TRUSTEE, to me known to be the identical person whose signature is affixed to the foregoing instrument, and he acknowledged the execution thereof to be his voluntary act and deed, and his voluntary act and deed as such Trustee.

WITNESS my hand and Notarial Seal at Omaha, Nebraska, the 15 day and year last above written.



BOOK 819 PAGE 633

LOUIS A. SEMINARA, TRUSTEE :
: TO : AMENDMENT TO PROTECTIVE
: COVENANTS AND RESTRICTIONS
WHOM IT MAY CONCERN :

Louis A. Seminara, Trustee, under Paragraph 23 of the Protective Covenants and Restrictions dated August 15, 1978, recorded at Book 604, Page 88, Miscellaneous Records, Register of Deeds, Douglas County, Nebraska, pertaining to all of Lots 1 through 263, inclusive, in Rose Garden Estates, a Subdivision in Douglas County, Nebraska, does hereby state, publish and declare that all of said lots are and shall be owned and held under and subject to the following amendment to the Covenants, Conditions and Restrictions above described, as follows:

I.

Paragraph 8 of said Covenants is hereby amended to read as follows:

"8) Where lots are improved with single-family dwellings, the following minimums shall be required:

(a) One-story or higher homes, 900 square feet for first floor living area, with total minimum square footage of 1,600 square feet, exclusive of open porches, breezeways, garages and finished basements; and

(b) Tri-level, 1,650 square feet for finished living areas, including finished basements, but exclusive of open porches, breezeways and garages."

II.

Paragraph 9 of said Covenants shall read as follows:

"9) Foundation walls shall be constructed of brick, concrete block or poured concrete. If constructed of concrete block or poured concrete, such walls shall be faced or veneered on all front elevations and side elevations which face a street with brick, stone, or any other product approved by Louis A. Seminara, Trustee. No concrete blocks shall be exposed on exterior fireplaces. All chimneys shall be faced or veneered with brick, stone, wood, or any other product approved by Louis A. Seminara, Trustee.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 2nd day of June, 1987.


Louis A. Seminara, Trustee

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GENERAL REGISTER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

S. 13

LOUIS A. SEMINARA, TRUSTEE :
:
TO : AMENDMENT TO PROTECTIVE
: COVENANTS AND RESTRICTIONS
WHOM IT MAY CONCERN :

Louis A. Seminara, Trustee, under Paragraph 23 of the Protective Covenants and Restrictions dated August 15, 1978, recorded at Book 604, Page 88, Miscellaneous Records, Register of Deeds, Douglas County, Nebraska, pertaining to all of Lots 1 through 263, inclusive, in Rose Garden Estates, a Subdivision in Douglas County, Nebraska, does hereby state, publish and declare that all of said lots are and shall be owned and held under and subject to the following amendment to the Covenants, Conditions and Restrictions above described, as follows:

Paragraph 8 of said Covenants is hereby amended to read as follows:

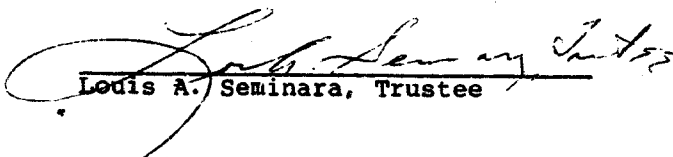
"8) Where lots are improved with single-family dwellings, the following minimums shall be required:

(a) One-story, bi-story, bi-level, split-level, step-up, or split entry homes, 1,250 square feet;

(b) One-and-one-half (1 1/2) story or higher homes, 900 square feet for first floor living area, with total minimum square footage of 1,600 square feet, exclusive of open porches, breezeways, garages and finished basements; and

(c) Tri-level, 1,650 square feet for finished living areas, including finished basements, but exclusive of open porches, breezeways and garages."

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 13th day of November, 1987.


Louis A. Seminara, Trustee

STATE OF NEBRASKA)
: ss.
COUNTY OF DOUGLAS)

BE IT KNOWN that on this 13th day of November, 1987, before me, a Notary Public duly commissioned, qualified and acting in and for said County and State, personally appeared the above named LOUIS A. SEMINARA, TRUSTEE, to me known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution thereof to be his

BOOK 870 PAGE 628

263 *etc*

RECEIVED

1988 DEC -7 PM 4:19

LOUIS A. SEMINARA, TRUSTEE :

TO :

WHOM IT MAY CONCERN :

GEORGE J. BERNARD
AMENDMENT TO PROTECTIVE
COVENANTS AND RESTRICTIONS

LOUIS A. SEMINARA, TRUSTEE, under Paragraph 23 of the Protective Covenants and Restrictions dated August 15, 1978, recorded at Book 604, Page 88, Miscellaneous Records, Register of Deeds, Douglas County, Nebraska, pertaining to all of Lots 1 thorough 263, inclusive, in Rose Garden Estates, a Subdivision in Douglas County, Nebraska, does hereby state, publish and declare that all of said lots are and shall be owned and held under and subject to the following amendment to the Covenants, Conditions and Restrictions above described as follows:

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870
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263-630 86-2572
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OF MISC COMP X2 FJB M1-34090

I.

Paragraph 5 of said Covenants is hereby amended to read as follows:

"5) No structure of any kind shall be commenced, erected, placed or altered on any lot unless and until the plans and specifications therefore and a plot plan showing location and elevations of such structure have been submitted to ROSE GARDEN ESTATES, A LIMITED PARTNERSHIP, or any other person or entity designated by it, and shall have received the prior written approval of said ROSE GARDEN ESTATES, A LIMITED PARTNERSHIP, as to conformity and harmony of design, location and grade, with then existing structures on other lots in said subdivision. The provisions of this paragraph shall be in effect from the date hereof until ROSE GARDEN ESTATES, A LIMITED PARTNERSHIP, its successors or assigns shall file in the office of the Register of Deeds of Douglas County, Nebraska, a written release of said provisions

faced or veneered on all front elevations and side elevations which face a street with brick, stone, or any other product approved by ROSE GARDEN ESTATE, A LIMITED PARTNERSHIP. No concrete blocks shall be exposed on exterior fireplaces. All chimneys shall be faced or veneered with brick, stone, wood, or any other product approved by ROSE GARDEN ESTATES, A LIMITED PARTNERSHIP.

III.

Paragraph 12 of said Covenants shall read as follows:

"12) No filling materials shall be brought in and used on any lot, except unmixed earth, stone, gravel or sand. Earth removed from building lots must be utilized within the subdivision at the discretion of ROSE GARDEN ESTATES, A LIMITED PARTNERSHIP."

IV.

Paragraph 17 of said Covenants shall read as follows:

"17) Any grade change exceeding eighteen inches (18") must have the approval of ROSE GARDEN ESTATES, A LIMITED PARTNERSHIP."

V.

Paragraph 18 of said Covenants shall read as follows:

"18) With the prior approval of ROSE GARDEN ESTATES, A LIMITED PARTNERSHIP, any owner of a lot may initiate requests to the appropriate governmental agency in order to secure a release from the established zoning requirements. However, ROSE GARDEN ESTATES, A LIMITED PARTNERSHIP, shall not have the right to approve a request for rezoning of any lot in this area."

VI.

Paragraph 23 of said Covenants shall read as follows:

"ROSE GARDEN ESTATES, A LIMITED PARTNERSHIP reserves and shall have the exclusive right to modify or waive these covenants in whole or in part as to any lot or lots in cases where, in its discretion, it deems such modification or waiver to be necessary or advisable because of special circumstances or to prevent hardship, or for any other reason considered sufficient by it."

VII.

Paragraph 24 of said Covenants shall read as follows:

"24) All rights, powers and privileges herein reserved or vested in ROSE GARDEN ESTATES, A LIMITED PARTNERSHIP, shall in all respects inure and apply to all persons or entities designated by it, or to its respective successors and assigns, so long as such rights, powers and privileges are specifically assigned by it.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 7 day of November, 1988.

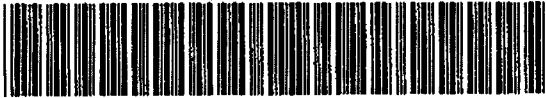
Louis A. Seminara
Louis A. Seminara

STATE OF NEBRASKA)
: ss.
COUNTY OF DOUGLAS)

BE IT KNOWN that on this 7 day of November, 1988, before me, a Notary Public in and for said County and State, personally appeared the above named LOUIS A. SEMINARA, TRUSTEE, to me known to be the identical person described in and who executed the foregoing instrument, and he acknowledged the execution thereof to be his voluntary act and deed.

Jackie L. Dyer
Notary Public





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GEORGE W. WATSON JR
REGISTERED CLERK
DOUGLAS COUNTY, NE

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**AMENDMENT AND WAIVER
TO PROTECTIVE COVENANTS AND RESTRICTIONS**

On this 4th day of May, 1995, Rose Garden Estates, A Limited Partnership, pursuant to its right to modify, waive or amend the Protective Covenants and Restrictions dated August 15, 1978, recorded at Book 604, Page 88, Miscellaneous Records, in the Douglas County Register of Deeds, pertaining to all of Lots 1 through 263, inclusive, in Rose Garden Estates, a subdivision of Douglas County, Nebraska, does hereby state, publish and declare that all said Lots are and shall be held subject to the following Amendment to the Covenants, Conditions and Restrictions.

As provided in paragraph 23 of said Covenants, as amended in Book 870, Page 628, and filed with the Douglas County Register of Deeds on December 7, 1988, Rose Garden Estates Limited Partnership hereby waives the Application of these Covenants with respect to Lots 262 and 263, in Rose Garden Estate, a subdivision in Douglas County, Nebraska. The purpose for this Amendment is to prevent hardship and also, because the original covenants that were recorded August 15, 1978, did not include and were never intended to include said Lots 262 and 263. It was only due to inadvertence and oversight that Lots 262 and 263 were included within the scope of restrictive covenants.

IN WITNESS WHEREOF, the undersigned hereby amends the Protective Covenants and executes this document on this 4th day of May, 1995.

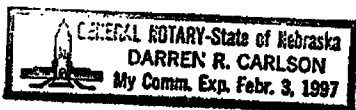
ROSE GARDEN ESTATES, L.P.

By: Fred Bruning
Fred Bruning, General Partner

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

Be it known that on this ^{4th} day of May, 1995, before me personally appeared Fred Bruning, as General Partner of Rose Garden Estates Limited Partnership, a Nebraska Limited Partnership, known to me to be the person described in and who executed the above and foregoing Amendment and Waiver, and who acknowledged the same to be the Limited Partnership's free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal, the date last above written.



Darren R. Carlson
Notary Public
NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS



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Nov 4 10 36 AM '96
 Nov 4 10 36 AM '96
 GEORGE J. BUGLEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NE

ROSE GARDEN ESTATES)
 HOMEOWNERS ASSOCIATION, INC.)
)
)
 TO)
)
 WHOM IT MAY CONCERN)

AMENDMENT TO PROTECTIVE
 COVENANTS AND RESTRICTIONS
 DATED OCTOBER 30, 1996

Rose Garden Estates Homeowners Association, Inc., a Nebraska corporation, as successor to declarant, does hereby state, publish and declare the following amendments to the Covenants, Conditions and Restrictions heretofore recorded at Book 604, Page 88, Miscellaneous Records, Register of Deeds, Douglas County, Nebraska, upon Lots 1 through 261, inclusive, in Rose Garden Estates, a subdivision in Douglas County, Nebraska. Paragraphs 5, 8, 10, 13, 16, 17, 19 and 21 of the above-described Covenants, Conditions and Restrictions are hereby amended as follows:

5. No structure of any kind shall be commenced, erected, placed or altered on any lot unless and until the plans and specifications therefor and a plot plan showing location and elevations of such structure have been submitted to Rose Garden Estates Homeowners Association, Inc., or any other person or entity designated by it, and shall have received the prior written approval of said Rose Garden Estates Homeowners Association, Inc., as to conformity and harmony of design, location and grade, with then existing structures on other lots in said subdivision. The provisions of this paragraph shall be in effect from the date hereof until Rose Garden Estates Homeowners Association, Inc., its successors or assigns shall file in the office of the Register of Deeds of Douglas County, Nebraska, a written release of said provisions. The term "structure" as used herein refers to and includes constructed or erected buildings, the use of which requires location on the ground or attachment to something located on the ground. Failure of Rose Garden Estates Homeowners Association, Inc., to approve or disapprove such plans, specifications and plot plan for any reason whatsoever, within forty-five (45) days after submission thereof to him shall operate to release such lot from the provisions of this paragraph.

8.a. One-story, bi-story, bi-level, split-level, step-up or split entry homes, 1,250 square feet exclusive of open porches, breezeways, garages and finished basements.

10. After commencement of construction, the dwelling shall be completed as soon as practicable, and the lot upon which said dwelling is built shall be graded and seeded or sodded. In no case shall the total time to complete construction exceed nine (9)

RETURN TO:
 PAUL J. LaPUZZA
 1125 SO. 103 ST., SUITE 710

months. Failure to comply with this requirement will cause the approval of Rose Garden Estates Homeowners Association, Inc. Architectural Committee to be automatically revoked. Further construction must cease until approval is again granted.

13. All property must be maintained in a neat and orderly manner. This includes, but is not limited to, the following items:

a. All lawns, trees, shrubs, hedges, walls, fences and any other appurtenant growth or structure shall be kept and maintained in a safe, neat and orderly manner.

b. All glass, siding, gutters, masonry and other visible components of all structures must be kept in good repair and properly painted, sealed and/or stained as appropriate for the material.

c. Construction residue and miscellaneous debris resulting from construction shall not extend beyond said property.

Rose Garden Estates Homeowners Association, Inc., reserves the right to designate authorized personnel to enter upon any lot for the purpose of mowing and removing any unsightly weeds or other vegetation, trimming hedges, trees and shrubs, removing dead or unsightly portions thereof, and repairing walls or other appurtenant structures whenever the owner or occupant of any property shall fail or refuse to do so within a reasonable time after notice in writing from the owner of the existence of the objectionable condition. Any expenses for such work are chargeable to the lot owner. If these charges are not paid within thirty (30) days, Rose Garden Estates Homeowners Association, Inc., will have the right to file a lien against the property to secure payment of those charges.

16. No sign, billboard or other structure for any advertising or display of advertising materials of any kind shall be placed or maintained within the subdivision, nor shall any notice or advertisement be displayed by any person, corporation or association carrying on a permitted business or trade or profession therein without the permission in writing of the board of directors of Rose Garden Estates Homeowners Association, Inc. Real estate signs and political campaign signs are exempt from this covenant.

17. Any grade change exceeding thirty-six (36) inches must have the approval of Rose Garden Estates Homeowners Association, Inc.

18. Any property owner planning to initiate a request to secure a release from the established zoning requirements must notify the Board of Directors of Rose Garden Homeowners Association, Inc., at least thirty (30) days before the request is filed with the appropriate governmental agency.

19. Automobiles parked outside in the subdivision must be properly licensed and in operating condition, or said cars may be towed away at the owner's expense upon the request or act of any landowner in the subdivision. All automobiles must be parked

either indoors or on concrete slabs or drives if parked outside. No property owner or resident may park their vehicle(s) in the street. All repair work on automobiles must be done indoors or within twenty-four (24) hours if outdoors. All boats and recreational vehicles must be parked or stored so as to not be visible from the street if on premises for more than thirty (30) days consecutively.

21. No outside radio, television, amateur broadcasting or any other electronic antenna or aerial shall be erected that visibly extends above the top of the dwelling as viewed from the street.

In witness whereof the undersigned has here unto set its hand and seal this 30 day of October, 1996.

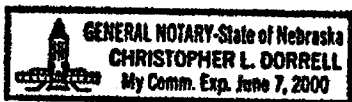
Rose Garden Estates Homeowners Association, Inc., a Nebraska corporation,

By: Sue Sideris
 Sue Sideris, Secretary

[S E A L]
 IMPRINTED CORPORATE SEAL
 REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

Subscribed and sworn to before me this 30 day of October, 1996.



Christopher L. Dorrell
 Notary Public

NOTARIAL SEAL AFFIXED
 REGISTER OF DEEDS



RECEIVED

OCT 17 2 46 PM '95

GEORGE J. DUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

11245 #

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**ASSIGNMENT OF RIGHTS UNDER AND AMENDMENT TO
PROTECTIVE COVENANTS AND RESTRICTIONS**

This instrument is made as of this 11th day of October, 1995, by ROSE GARDEN ESTATES LIMITED PARTNERSHIP I, also known as Rose Garden Estates, a Limited Partnership, a Nebraska limited partnership, referred to herein as "Assignor", as successor in interest to Louis A. Seminara, trustee under those certain Protective Covenants and Restrictions dated August 15, 1978, recorded at Book 604, Page 88, of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as previously amended by those certain Amendments to Protective Covenants and Restrictions recorded at Book 669, Page 350; Book 819, Page 633; Book 833, Page 139; and Book 870, Page 628, of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (as amended, the "Covenants") pertaining to all of Lots 1 through 263, inclusive, of Rose Garden Estates, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska (the "Property").

RECITALS:

A. Assignor has certain rights, powers, and privileges with respect to the Property and its development as specified in the Covenants.

B. Assignor desires to assign all of its rights, powers, and privileges under the Covenants to Rose Garden Estates Homeowners Association, Inc., a Nebraska nonprofit corporation ("Assignee") and, for such purpose, desires to amend the Covenants as herein provided.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignment. Assignor does hereby assign all of its rights, powers, and privileges under the Covenants to Assignee, effective as of the date of this instrument.
2. Amendment. The Covenants hereby are amended, effective as of the date of this instrument, by substituting the name of Assignee for the name of Assignor in each place where Assignor is referred to in the Covenants.
3. Confirmation. As hereby modified and amended, the Covenants shall remain in full force and effect.

PLEASE RETURN TO:
Abrahams, Kaslow & Cassman
8712 W. Dodge Rd. #300
Omaha, NE 68114
Attention: D/O

IN WITNESS WHEREOF, the Assignor has caused its duly authorized General Partner to execute this instrument on its behalf as of the date first above written.

ROSE GARDEN ESTATES LIMITED PARTNERSHIP I, a Nebraska limited partnership

By: Builders Supply Co., Inc.,
General Partner

By: David A. Lovitt

Title: V.P. Finance

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The above and foregoing instrument was acknowledged before me this 11th day of October, 1995 by David A. Lovitt, the Vice President - Finance of Builders Supply Co., Inc., General Partner of Rose Garden Estates Limited Partnership I, a Nebraska limited partnership, on behalf of such limited partnership.

GENERAL NOTARY-State of Nebraska
JOHN E. FIFER
My Comm. Exp. March 12, 1998

John E. Fifer
Notary Public

My Commission Expires:
3-12-98

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS



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