

PROTECTIVE COVENANTS AND RESTRICTIONS

On this 6th day of July, 1965, A & H Realty Co., a Corporation, being the owner of the following described real estate, located in Lincoln, Lancaster County, Nebraska, to-wit:

- Lots 1, 2, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, Block 1; Rosemont, Second Addition
- All of Block 2; Rosemont, Second Addition
- All of Block 3; Rosemont, Second Addition
- All of Block 4; Rosemont, Second Addition
- All of Block 5; Rosemont, Second Addition
- All of Block 6; Rosemont, Second Addition
- Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, Block 7; Rosemont, Second Addition

hereby create, adopt and establish the following restrictions against and upon said real estate, to-wit;

A. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than:

1. one detached single-family dwelling or one detached two-family dwelling, but in no case shall any dwelling exceed two and one-half stories in height, and
2. a private garage for not more than three cars, and
3. an accessory building incidental to residential use of a lot.

B. Plans, including plot plans, for all houses shall be submitted to A & H Realty Co., and written approval of same shall be obtained before construction is commenced. If approval or disapproval is not indicated within thirty days, plans as submitted will be considered approved.

C. 25% of the exterior wall area of the house shall be of masonry or masonry veneer construction.

D. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 820 square feet for a one-story dwelling, nor less than 720 square feet for a dwelling of more than one story.

E. No building shall be located on any lot nearer than 25 feet to the front lot line, except that on a corner lot if the building is placed not nearer than 25 feet to the side lot line, it may be placed not nearer than 25 feet to the front lot line. No building shall be located nearer than 5 feet to any side lot line on lots of 60 feet or less. On lots over 60 feet, 15 feet must be maintained between buildings at all times. In other words, if one building is placed 5 feet from the side lot line, the building next to it must be placed at least 10 feet from that same side lot line. A garage or other permitted accessory building located 60 feet or more from the front lot line may be located not nearer than 2 feet from any such side lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach on another lot.

F. Five (5) feet easements for the construction and maintenance of sewers, conduits and pole lines are reserved as provided in the recorded Plat and Dedication.

G. No noxious or offensive 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.

H. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

I. Dwellings constructed on another addition or location shall not be moved to any lot within this addition.

J. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that household pets may be kept; provided that they are not kept, bred or maintained for any commercial purposes.

K. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically renewed for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

L. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

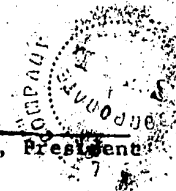
M. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS THEREOF, the said A & H Realty Co., a Corporation, has hereunto caused its corporate seal to be affixed and these presents to be signed by its president the day and year first above written.

A & H REALTY CO.

Dorothy C. Heumann
Dorothy C. Heumann, Secretary

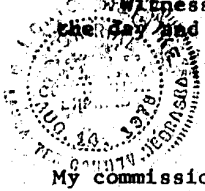
Herbert H. Heumann
Herbert H. Heumann, President



STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 6th day of July, 1965, before me, the undersigned, a Notary Public in and for said County, personally came Herbert H. Heumann, President of the A & H Realty Co., to me personally known to be the president and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said A & H Realty Co., and that the Corporate Seal of the said A & H Realty Co. was thereto affixed by its authority.

Witness my hand and Notarial Seal at Lincoln in said County the 14th day and year last above written.



Wilcox Heumann
Notary Public

My commission expires the 14th day of August, 1970.