

DECLARATION OF PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

The undersigned, DIAL INVESTMENT COMPANY, INC., a Nebraska corporation, hereinafter called "Dial", being the owner of all of the lots, to-wit:

Lots 12 through 59, inclusive, and Lots 61 through 336, inclusive, Winchester Heights, a subdivision as surveyed, platted, and recorded, in Douglas County, Nebraska.

does hereby make, declare and publish that the said lots referred to are and shall be owned, conveyed and held under and subject to the following conditions and restrictions for the purpose of controlling, governing and regulating the ownership, encumbrance, use and occupancy of said lots, to-wit:

1. All of said lots above described, now and in the future, shall be used only for single family residential lots, and not more than one single family dwelling with garage shall be erected, altered, placed or permitted to remain on any one of said lots and such dwelling shall not exceed two and one-half (2-1/2) stories in height together with private garage, attached breezeways and other outbuildings incidental to residential use, provided, however, that it shall be permissible to use an area greater than one lot as the site for one said residential building together with private garage, attached breezeways and other outbuildings incidental to residential use. The term "lot" as used herein, shall mean a lot as now platted, the total width of the front lot line of either of the lots comprising a part of such parcel. All homes constructed on said lots must provide enclosed or detached garage for at least one automobile.

2. The ground floor enclosed area of every single family dwelling, including, but not limited to, ranch, split-level, step-up, and raised ranch homes, exclusive of open porches, open breezeways, basements and garages, shall be not less than nine hundred twelve (912) square feet for a one-story dwelling, and not less than seven hundred twenty (720) square feet for a one and one-half or two-story dwelling.

3. Each single family dwelling constructed on any lot must have installed the equivalent of at least one bathroom as such term is ordinarily defined in the custom and usage of the home building industry in the City of Omaha, Nebraska.

4. 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 Dial and shall have received the prior written approval of Dial as to conformity and harmony of design, location and grade with the existing structures on other lots in said subdivision. The provisions of this paragraph shall be in effect from the date hereof until Dial or 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 anything constructed or erected the use of which requires location on the ground or attachment to something located on the ground. Failure of Dial to approve or disapprove such plans, specifications thereof to Dial shall operate to release such lot from the provisions of this paragraph.

5. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, and their respective successors and assigns to place, install, erect, operate, maintain, repair, replace and renew underground cables and conduits, and in connection thereof to

extend wires for the carrying and transmission of electric current for light, heat and power and for telephone, telegraph and message service under and through a five-foot strip of land adjoining the rear and side boundary lines of all lots in 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 sideline easement is granted upon the condition that if both of said companies fail to install cables or conduits along any such side lot line within thirty-six (36) months after the date hereof or if any such installation is made but is thereafter removed without replacement within sixty (60) days after such removal, then said easement shall automatically terminate and become void with respect to such side lot line.

6. 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. No lot shall be used or maintained as a dumping ground or place for rubbish, trash, garbage or other waste. All incinerators, containers and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

7. No trailer, basement, excavation, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, either temporarily or permanently. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No fence shall be erected or permitted to remain on any lot in front of the minimum building setback line applicable thereof.

8. Public concrete sidewalks, four feet wide and four inches thick, shall be installed by the then owner in front of each improved lot and on the side street of each improved corner lot. All sidewalks shall be located and constructed in accordance with all applicable laws, ordinances, regulations and requirements of any governmental authority having jurisdiction thereof.

9. All exposed foundations of homes constructed on said lots shall be painted in such color or colors as to harmonize with the paint, stain or color of the house so constructed. All exposed foundations facing the front of each improved lot shall be bricked or painted, poured brick, formed foundation.

10. Immediately after completion of construction of all improvements on any lot, the lots shall be sodded to the extent of sodding all front and side yards and at least 10 feet of the rear yard immediately adjoining the dwelling constructed on said lots.

11. All plumbing, electrical wiring, telephone service, or any other service connecting the house constructed on the premises to any public utility service shall be placed and located underground.

12. The provisions herein contained shall be binding upon, inure to the benefit of and apply to the undersigned, its respective successors and assigns, and its grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of said lots until January 1, 1995, at which time said provisions shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part. All deeds of conveyance by the undersigned, its respective successors and assigns, or its grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof. Any violation or threatened or attempted violation of any provisions hereof by the present or future owner or user of any lot shall confer upon and vest in any other owner or owners of any lot the right and cause of action to bring and prosecute any and all suits, actions and proceedings at law or in equity to prevent or restrain such violation to recover damages therefor, and to have such other relief and remedies as law or equity may allow.

13. The provisions herein contained are in the pursuance of a general plan of improvement and development; each provision is several and separable, and an invalidation of any such provision shall not affect the validity of any other provision. Dial 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 Dial's discretion Dial deems such modification or waive to be necessary or advisable because of special circumstances, or to prevent hardship, or for any other reason considered sufficient by Dial.

14. All rights, powers and privileges herein reserved by or vested in Dial shall in all respects inure and apply to Dial's respective successors and assigns so long as such rights, powers and privileges are specifically assigned by Dial.

15. Nothing herein contained shall in any way be construed as imposing under the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions.

DATED this 11th day of February, 1975.

DIAL INVESTMENT COMPANY, INC.,
a Nebraska corporation

BY: *Donald F. Day*
DONALD F. DAY, President



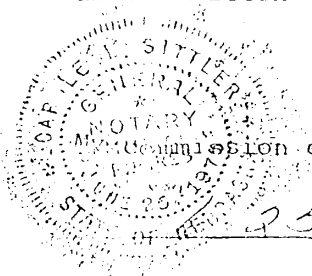
Attest:
Thomas S. Gengler
THOMAS S. GENGLER, Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 11th day of February, 1975, before me the undersigned, a Notary Public, duly commissioned and qualified for in said County and State, personally came DONALD F. DAY, President of DIAL INVESTMENT COMPANY, INC., a Nebraska corporation, and THOMAS S. GENGLER, Secretary of DIAL INVESTMENT COMPANY, INC., a Nebraska corporation, to me known to be the identical persons whose names are subscribed to the foregoing instrument, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the day and year last above written.

Carroll S. Sittler
Notary Public



My commission expires: 2-5-75

9 FILED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
11 DAY OF Feb 1975 AT 12:07 P.M. C. HAROLD GOSLER, REGISTER OF DEEDS 90.00