

COVENANT AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of June, 1960, by and between WESTERN LAND CO., a corporation, hereinafter referred to as "Western", and ROBERT C. ANDERSON AND EDITH R. ANDERSON, husband and wife, hereinafter referred to as "Andersons",

W I T N E S S E T H :

WHEREAS, Western is the owner of the following described real estate, to-wit:

Lot 42 in Rolling Hills, an Addition
in Douglas County, Nebraska,

which is on the corner of 94th and Jones Streets and is a vacant lot; and

WHEREAS, Andersons are the owners of the following described real estate, to-wit:

Lot 43 in Rolling Hills, an Addition
in Douglas County, Nebraska,

which adjoins Lot 42 in the East of said Lot 42; and

WHEREAS, Andersons wish to build a home on Lot 43, which home would be required to front on Jones Street and which would be set back from said street a distance of at least 50 feet; and

WHEREAS, the protective covenants which pertain to this Addition would allow the owner of Lot 42 to construct a home which would front on Jones Street or on 94th Avenue, and that said protective covenants only require a 50 foot set back from the street on which the house will front; and

WHEREAS, Andersons will not construct a home on Lot 43 in Rolling Hills unless the owner of Lot 42 in Rolling Hills will agree that any house to be constructed on said Lot 42 will front on Jones Street; and

WHEREAS, it would be a great advantage for Western to have Andersons build a home on Lot 43.

NOW THEREFORE, as an inducement to Andersons to commence building a home on Lot 43 in Rolling Hills, an Addition in Douglas County, Nebraska, and in consideration of the mutual advantages arising therefrom, it is agreed as follows:

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That any home to be built on Lot 42 in Rolling Hills, an Addition in Douglas County, Nebraska will front on Jones Street and that no plans for proposed construction will be approved by Western unless said plans show that said proposed construction will front on Jones Street.

II.

The parties hereto respectively bind their heirs, executors, administrators, successors and assigns.

ATTEST:

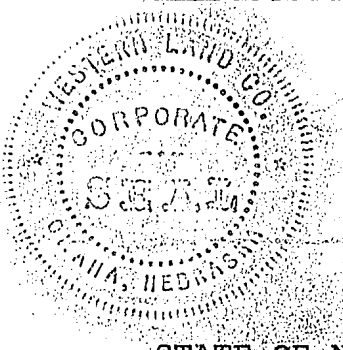
WESTERN LAND CO.

Frances L. Hogrefe

John M. Jenkins, Pres

X Robert C. Anderson

X Edith R. Anderson

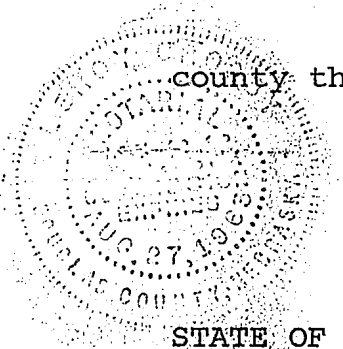


STATE OF NEBRASKA]] ss
COUNTY OF DOUGLAS]

On this 23rd day of June, 1960, before me, the undersigned, a Notary Public in and for said County, personally came John M. Jenkins, President of Western Land Co., a corporation, to me personally known to be the President and the identical person whose name is affixed to the above Covenant Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

Witness my hand and notarial seal at Omaha in said county the day and year last above written.

LeRoy Crosby
Notary Public

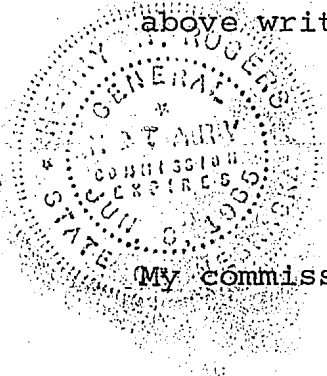


STATE OF NEBRASKA]] ss
COUNTY OF DOUGLAS]

On this 12th day of July, 1960, before me, the undersigned, Henry N. Rogers, a Notary Public, duly commissioned and qualified for and residing in said county, personally came Robert C. Anderson and Edith R. Anderson, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

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

Henry N. Rogers
Notary Public



My commission expires the 8th day of June, 1965.

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