

The covenants herein shall run with the land and shall bind the present and future owners of all or any part of the following described real estate:

Lots 1 through 5 inclusive, Block 68, original City of Bellevue, together with the vacated streets and alleys, all in Sarpy County, Nebraska; also a replat of Lot 24 College Heights, a portion of a recorded subdivision in Sarpy County, Nebraska; also a replat of Lots 1 through 5 inclusive, Block 68 and Lot 7 Block 69, original City of Bellevue, together with the vacated streets and alleys, all in Sarpy County, Nebraska.

If the present or future owners of any of said lots shall violate or attempt to violate any of these covenants, it shall be lawful for any other person owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either 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 way affect any of the other provisions hereof, which shall remain in full force and effect.

A. All lots shall be used only for single-family residence purposes or for park, library, or school purposes.

B. No noxious or offensive trade or activities shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance, or nuisance to the neighborhood. All lots shall be kept free of trash and debris.

C. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate 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. No animals, horses or other livestock or poultry of any kind shall be raised or kept on said real estate, except that dogs, cats, or other household pets are permitted, provided they are not kept, bred, or maintained for any commercial purpose, and provided that they are confined to the lot of the owner and are not permitted to run loose in the Addition. Swellings constructed on any portion or location shall not be moved to any other location in this Addition. No outside radio, television, or other electronic antenna or aerial shall be erected on any lot without the written consent of the Association. No posters or advertising signs of any kind shall be placed on any residential structure or on any sign or signpost in any place on any lot in this Addition. The above restriction as to signs does not apply to signs erected by the Association or its agents, in the interest of the subdivision.

No fences shall be erected on any lot in this Addition unless and until a permit therefor is obtained from the Association.

No building materials shall be placed on any lot until construction is started on the main residential structure.

D. No lot shall have garage space for less than two automobiles. Automobiles parked out-of-doors shall be

subdivision or upon its streets must be in operating condition or else said cars may be towed away at the owners expense upon the request or act of any land-owner in the subdivision. All automobiles must be parked either indoors or on hard surfaced slabs or drives if parked out-of-doors. All repair work on automobiles must be done indoors. All boats, campers, mobile homes, recreational vehicles or trailers, must be parked or stored indoors so as not to be visible from the outside. The dedicated street right-of-way located between the pavement and the lot line of each residential zoned lot, shall not be used for the parking of any private or commercial vehicles or boats, campers, mobile homes, recreational vehicles or trailers. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling.

No garbage or trash can or accumulations of trash shall be permitted outside dwellings except as screened from view.

E. In no event will any construction begin on any structure be erected or permitted to remain on any lot until the plans and specifications, plot plan and lot grading have first been submitted to and have received the written approval of the Architecture Committee or Architectural Review Committee as to the exterior design, use of exterior materials, lot grading and placement of structures on the lot.

F. None of the lots in College Heights South shall be re-subdivided into two or more smaller lots unless the parcels resulting from lot-splitting contain at least as much area as the smallest of the lots in College Heights.

G. All plans for residential construction shall be submitted to the Architectural Review Committee for approval as to front, side, rear yard setbacks, exterior design, use of exterior materials, placement of house on lot, minimum required minimum enclosed and finished living space. Each dwelling must provide enclosed garage space for not more than two or more than three cars. However, if any of the above requirements are not adequate or satisfactory to the proper development of the said Addition, the Architectural Review Committee may alter or change same provided such change or alteration shall conform to the zoning and with the building permit issued by the City of Bellevue, Nebraska.

H. The Architecture Committee or Architectural Review Committee as referred to above shall be such committee designated by Freeman Co., Inc., Bellevue, Nebraska, consisting of not less than two nor more than five members.

IN WITNESS WHEREOF, the undersigned, being the owner of said real estate, has executed these covenants on this 14th day of June, 1976.



By: [Signature]
Freeman Co., Inc.
Bellevue, Nebraska

Attest:
[Signature]
Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On the day and year last above written, I, the undersigned, a Notary Public in and for the State of Nebraska, personally came WILLIAM H. FITZPATRICK, President of [redacted] Corporation, to me personally known, and he acknowledged to be the identical person whose name is set forth in the Restrictive Covenants, and acknowledged the truth thereof to be his voluntary act and deed, and that the voluntary act and deed of said corporation, and the corporate seal of said corporation was thereunto set in its authority.

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



Mark L. Rubin
Notary Public