

RESTRICTIVE COVENANTS

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1990:

Lots One (1) through Eighty-one (81) and Lots Eighty-three (83) through One Hundred Seventy-six (176) inclusive, all in COLLEGE HEIGHTS, an Addition, as surveyed, platted and recorded 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 or persons 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 covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgement 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 activity 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 kept confined to the lot of the owner and are not permitted to run loose in the Addition. Dwellings constructed in another addition or location shall not be moved to any lot within this Addition. No outside radio, television, or other electronic antenna or aerial shall be erected on any building lot without the written consent of the Architectural Committee. No posters or advertising signs of any kind (except residential "For Sale" signs, not exceeding 2 foot by 2 foot in size) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the undersigned or its agents, in the development of the subdivision.

No fences shall be erected unless written approval therefore is obtained from the undersigned.

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

D. No dwelling shall have garage space for less than two automobiles. Automobiles parked out-of-doors within the 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, 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, 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.

FILED FOR RECORD 10-1-74 AT 8:05 A.M. IN BOOK 47 OF Misc Records  
PAGE 611 Carl L. Hilbel REGISTER OF DEEDS, SARPY COUNTY, NEB.

Rec # 040121

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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 or 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 undersigned as to the exterior design, use of exterior materials, lot grading and placement of structures on the lot.

F. None of said lots 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 used in assembling the resultant dwelling site.

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, drainage, required minimum enclosed and finished living space. Each dwelling must provide enclosed garage space for not less 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., consisting of not less than two or more than five members.

Dated This 20th day of September, 1974.



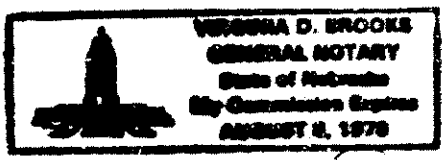
TIERRA CORPORATION  
By William H. Fitzpatrick  
President

Attest:

Donald McMullen  
Secretary

STATE OF NEBRASKA ) ss.  
COUNTY OF SARPY )

On the day and year last above written, before me, the undersigned, a Notary Public in and for said County, personally came WILLIAM H. FITZPATRICK, President, and DONALD McMULLEN, Secretary of TIERRA CORPORATION, and acknowledges the execution thereof to be their voluntary act and deed and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.



Virginia D. Brooks  
Notary Public

Commission expires: August 8, 1978



DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT BELLEVUE COLLEGE, (A CORPORATION), P.G. NEHRING AND RUTH NEHRING, HUSBAND AND WIFE, R. JOE DENNIS, TRUSTEE, AND JININGS CONSTRUCTION COMPANY, A PARTNERSHIP, BEING SOLE OWNERS OF, AND NEBRASKA SAVINGS AND LOAN ASSOCIATION, A NEBRASKA CORPORATION, AND FIRST NATIONAL BANK OF BELLEVUE, A NATIONAL BANKING ASSOCIATION, HAVING AN INTEREST AS MORTGAGEES IN AND TO THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE KNOWN AS COLLEGE HEIGHTS, AND WE HEREBY RATIFY AND APPROVE THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS AND SEWER AND DRAINAGE EASEMENTS AS SHOWN HEREIN; WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, AND NORTHWESTERN BELL TELEPHONE COMPANY, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW, POLES, WIRES, CROSSARMS, DRAIN CAYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ADJOINING ALL SIDE BOUNDARY LOT LINES, AN EIGHT (8') FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A SIXTEEN (16') FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS, PROVIDED HOWEVER, THAT SAID SIDE LOT EASEMENTS ARE GRANTED UPON THE SPECIFIC CONDITION THAT IF EITHER OF SAID UTILITY COMPANIES FAIL TO UTILIZE SAID SIDE LOT EASEMENTS WITHIN SIXTY (60) MONTHS OF THE DATE HEREOF, OR IF ANY POLES, WIRES OR CONDUITS ARE CONSTRUCTED BUT HEREAFTER REMOVED WITHOUT REPLACEMENT WITHIN SIXTY (60) DAYS AFTER THEIR REMOVAL, THEN THIS SIDE LOT EASEMENT SHALL AUTOMATICALLY TERMINATE AND BECOME VOID AS TO SUCH UNUSED OR ABANDONED EASEMENT WAYS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. SAID SIXTEEN (16') FOOT WIDE EASEMENT WILL BE REDUCED TO AN EIGHT (8') FOOT WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED, AND RECORDED IF SAID SIXTEEN (16') FOOT EASEMENT IS NOT OCCUPIED BY PERMANENT BUILDINGS, OR IF REQUESTED BY THE OWNER. NO PERMANENT BUILDINGS, SHALL BE PLACED ON THE SAID EASEMENT WAYS, UNLESS THEY ARE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEM OR LATER DATE WITHIN THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF WE DO HEREBY SET OUR HANDS THIS 23<sup>RD</sup> DAY OF AUGUST

A.D., 19 73

BELLEVUE COLLEGE  
BY: [Signature]  
ATTEST: [Signature]  
R. JOE DENNIS, TRUSTEE

NEBRASKA SAVINGS AND LOAN ASSOCIATION  
BY: [Signature]  
ATTEST: [Signature]

JININGS CONSTRUCTION COMPANY, A PARTNERSHIP  
BY: [Signature]  
P.G. NEHRING  
[Signature]  
RUTH NEHRING

FIRST NATIONAL BANK OF BELLEVUE  
BY: [Signature]  
ATTEST: [Signature]

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF SARREY )  
ON THIS 4<sup>TH</sup> DAY OF SEPTEMBER, 19 73, BEFORE ME A NOTARY PUBLIC DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY AND STATE, PERSONALLY COME FORHART J. WOODHULL, PRESIDENT OF BELLEVUE COLLEGE, A CORPORATION PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING DEDICATION AND HE ACKNOWLEDGED THAT HE EXECUTED SAID DEDICATION AS HIS VOLUNTARY ACT AND DEED AS SUCH OFFICER AND AS THE VOLUNTARY ACT AND DEED OF SAID CORPORATION, AND THE SEAL OF SAID CORPORATION WAS THEREBY AFFIXED BY HIM PERSONALLY.

WITNESS MY HAND AND NOTARIAL SEAL OF SARREY COUNTY, NEBRASKA, ON SAID COUNTY THE DATE LAST ABOVE SET.  
[Signature]  
MY COMMISSION EXPIRES ON THE 21<sup>ST</sup> DAY OF MAY, 19 76

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF SARREY )  
ON THIS 22<sup>ND</sup> DAY OF August