

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, 2019:

Lots 1 through 163 inclusive, Fairview, a subdivision, 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.

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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.

FILED SARPY CO. NE.

A. Lots 9 through 133 shall be used only for single family residence purposes or for park, library, or school purposes. Lots 1 through 8 and 134 through 163 shall be used only for single or double family residences or for park, library, or school purposes.

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

REGISTER OF DEEDS

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, satellite dish, television, or other electronic antenna or aerial shall be erected on any building lot. No posters or advertising signs of any

kind (except residential "For Sale" signs, not exceeding two foot by two 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 or screen walls 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 residence structure.

No alterations to a dwelling or structures may be erected without approval from the Architectural Committee.

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, 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, 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 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 resubdivided 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 building site.

G. All plans for residential construction shall be submitted to the Architectural Review Committee for approval as to front, side and rear yard setbacks, exterior materials and colors, 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 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. A set of plans and specifications must be submitted and approved by the Architectural Review Committee and kept on file for each dwelling.

I. The Committee reserves the right to withhold approval of plans and specifications due to exterior colors that do not harmonize with others in the subdivision.

J. The Architectural Review Committee as referred to above shall be such committee designated by JORY, INC., consisting of not less than two or more than five members.

Dated: March 30, 1989.

JORY, INC.

BY: Joseph J. Cascio, Sr.
Joseph J. Cascio, Sr. President

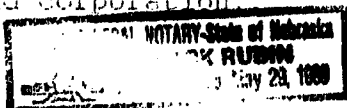
WITNESS:

STATE OF NEBRASKA)

COUNTY OF SARPY)

SS:

On the day and year last above written, before me, the undersigned, a Notary Public in and for said county, personally came JOSEPH J. CASCIO SR., President of JORY, INC., and acknowledges the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.



Mark Rubin
NOTARY PUBLIC

My Commission expires May 29, 1989.
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