

20003362

STATE OF NEBRASKA COUNTY OF WASHINGTON)SS  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 25th DAY OF August A.D. 2000  
AT 11:53 O'CLOCK A.M. AND RECORDED IN BOOK  
322 AT PAGE 235-237  
COUNTY CLERK Charlotte L. Petersen  
DEPUTY Wesley Madson

Recorded   
General   
Numerical   
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00 AUG 25 AM 11:53

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY, CLERK  
BLAIR, NEBR.

ADDITIONAL PROTECTIVE  
COVENANTS FOR CERTAIN LOTS  
FOR GOTTSCH ADDITION

THIS DECLARATION, made on the date hereinafter set forth by Barry R. Gottsch,  
hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, the Declarant is the Owner of the following described property:

*Cover letter  
said file only  
against these  
lots*

- Lots 9, 10, and 11, Block C, Gottsch Addition to the Village of Arlington
- Lot 3, Block D, Gottsch Addition to the Village of Arlington
- Lot 2, Block E, Gottsch Addition to the Village of Arlington
- Lots 1 through 10, Block F, Gottsch Addition to the Village of Arlington
- Lot 1, Block G, Gottsch Addition to the Village of Arlington
- Lots 1 through 5, Block H, Gottsch Addition to the Village of Arlington
- Lot 1, Block J, Gottsch Addition to the Village of Arlington

all in Washington County, Nebraska.

WHEREAS, restrictive covenants dated May 5, 1998 have been filed and recorded on  
June 15, 1998 in Book 118 Page 474 in the office of the Register of Deeds, Washington County,  
Nebraska on the following described property:

- Lots 1 and 2, Block A, Gottsch Addition to the Village of Arlington
- Lots 1 through 8, Block B, Gottsch Addition to the Village of Arlington
- Lots 1 through 14, Block C, Gottsch Addition to the Village of Arlington
- Lots 1, 2 and 3, Block D, Gottsch Addition to the Village of Arlington
- Lots 1 and 2, Block E, Gottsch Addition to the Village of Arlington
- Lots 1 through 12, Block F, Gottsch Addition to the Village of Arlington
- Lots 1, Block G, Gottsch Addition to the Village of Arlington
- Lots 1 through 5, Block H, Gottsch Addition to the Village of Arlington
- Lots 1, Block J, Gottsch Addition to the Village of Arlington

all in Washington County, Nebraska.

**RETURN TO**  
**ADAMS & SULLIVAN**  
1346 Golden Gate Drive, Ste. 1  
PAPILLION, NEBRASKA 68046

WHEREAS, Declarant desires to place further covenants and restrictions on the property first heretofore described above;

NOW THEREFORE, the Declarant hereby declares that all of the lots first heretofore described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots first heretofore described. These easements, covenants, restrictions and conditions shall run with said real property and shall be binding upon all parties having or acquiring any right title or interest in said lots first heretofore described, or any part thereof, and they shall inure to the benefit of each owner thereof.

Article I  
Definitions

- A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- B. "Properties" shall mean and refer to all such properties that are subject to this Declaration or any supplemental Declaration under the provisions hereof, which shall initially consist of Lots 9, 10, and 11, Block C, Lot 3, Block D, Lot 2, Block E, Lots 1 through 10, Block F, Lot 1, Block G, Lots 1 through 5, Block H, Lot 1, Block J, inclusive, all in Gottsch Addition to the Village of Arlington, Washington County, Nebraska.
- C. "Lot" shall mean and refer to any one of Lots 9, 10, and 11, Block C, Lot 3, Block D, Lot 2, Block E, Lots 1 through 10, Block F, Lot 1, Block G, Lots 1 through 5, Block H, Lot 1, Block J, inclusive, all in Gottsch Addition to the Village of Arlington, Washington County, Nebraska.
- D. "Declarant" shall mean and refer to Barry R. Gottsch, his successors, heirs and assigns.

Article II  
GENERAL RESTRICTIONS

- A. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their Owner and are not permitted to run loose outside the Lot of the Owner.
- B. No incinerator or trashburner shall be permitted on any Lot. No garbage or trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other Lots in the

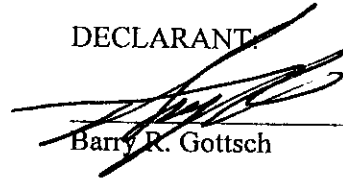
subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condenser units or heat pump units shall be placed in the designated side or rear yard of the dwelling. Detached accessory buildings, dog runs, storage sheds, dog houses, and tree houses are not permitted. This Article is made specifically to further restrict said Lots from that contained in the provisions in paragraphs G and F of the covenants filed in Book 118 Page 474 in the Office of the Register of Deeds of Washington County, Nebraska.

Article III  
GENERAL PROVISIONS

- A. The Declarant, his successors, heirs and assigns, or any Owner of a Lot named herein, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no effect be deemed a waiver of the right to do so after.
- B. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date of this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

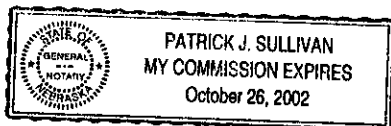
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 31 day of July 2000.

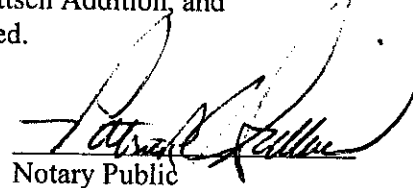
DECLARANT

  
Barry R. Gottsch

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF SARPY     )

On this 31 day of July 2000, before me the undersigned, a Notary Public in and for said County and State, personally came Barry R. Gottsch, owner of Gottsch Addition, and acknowledged that he executed the above as his willful act and deed.



  
Notary Public