

*Karen A. Madsen*  
REGISTER OF DEEDS

KAREN A. MADSEN  
WASHINGTON COUNTY  
REGISTER OF DEEDS  
BLAIR, NE

Recorded \_\_\_\_\_  
General \_\_\_\_\_  
Numerical \_\_\_\_\_  
Photostat \_\_\_\_\_  
Proofed \_\_\_\_\_  
Scanned \_\_\_\_\_

**PROTECTIVE COVENANTS FOR GOTTSCH SECOND  
ADDITION TO THE VILLAGE OF ARLINGTON**

Barry R. Gottsch Investments, LLC, a Nebraska Limited Liability Corporation, being the owner of Lots 1 through 42, inclusive, all in Gottsch Second Addition to the Village of Arlington, Washington County, Nebraska, does hereby declare that said lots in said Addition are and shall henceforth be owned, held, used and conveyed, subject to the following conditions, restrictions and covenants:

- A. No lot shall be used except for residential purposes, except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or other non-profit use. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, and a private garage with no more than three vehicle doors.
- B. No dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 1,250 square feet in the case of a one-story structure, nor ground floor square foot area of less than 1,100 square feet in the case of a one and one-half story structure or a two-story structure exclusive of porches and garages, breezeway and finished basement.
- C. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to front lot line, or nearer than 17.5 feet to any side street line. No building shall be located nearer than 10% of the lot width to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to rear lot line and twenty (20) feet for a corner lot. For the purposes of this Covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- D. Easements reserved for utility installation and maintenance are shown on the plat. No permanent building or structure shall be placed in said easements but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with said utility installations or maintenance.
- E. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots. No posters or advertising signs of any kind (except residential "For Sale" signs not exceeding two feet by two feet in size) shall be erected on any building lot. The above restriction as to signs does not apply to signs erected by the undersigned and its agents in the development and sale of the subdivision. All tanks must be buried beneath ground level. All weeds and grass shall be kept cut down to a maximum height of eight inches above ground level. No down spouts, storm or surface drains shall be connected to sanitary sewers. All excavations, including utility trenches, shall be kept filled,

compacted and maintained by the then owner of each lot and in no event will the undersigned or its agents and associated entities be or become liable for work or maintenance or for any claims arising from such excavations.

- F. No incinerator or trash burner 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 campers or similar recreational vehicles shall be allowed to remain outside on any Lot. No clotheslines 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.
- G. No trailer, fence, tent, shack, barn or temporary structure or outbuilding of an unsightly nature shall be placed or erected on said lots at any time, either temporarily or permanently, unless approved of in writing by Barry R. Gottsch Investments, LLC or its assigns. Only the main residential structure may be occupied as a dwelling and such occupancy shall not be permitted until all exterior construction is fully completed according to approved plans. No building materials shall be placed on any lot until construction has started on the main residential structure. Dwellings constructed in another Addition or location shall not be moved to any lot within this Addition.
- H. No stable, dog run, kennel or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain 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. No bare spots of earth created by any animal shall be permitted on any Lot.
- I. No fences shall be erected in front of the main residential structure except decorative fences not to exceed forty-two (42") inches in height and constructed of brick, stone, metal or wood. No chain-link or wire fences shall be permitted on any Lot. Side and rear yard fences shall not exceed six feet (6') in height and shall conform to the above mentioned construction materials. All fences shall be painted and/or maintained in such a manner so as not to be unsightly to the neighboring properties.
- J. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that part of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.
- K. Any dwelling shall be completed on the exterior at least within one (1) year after commencement of construction of any building or structure of any type. All buildings shall be finished and painted or stained on the outside, unless they are constructed of

stone or brick. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

- L. Each dwelling shall have a basement equal in size to the main floor area of the dwelling in which the area of any garage built under the house may be included in complying with such requirement. No split-level, tri-level, or raised ranch shall be permitted on any Lot.
- M. Each dwelling unit shall have a paved driveway extending between street and garage of not less than ten (10) feet in width. Driveways shall be constructed of concrete. No blacktop or asphalt paving shall be permitted on any Lot. Should repair or replacement of driveways be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveways will be permitted.
- N. A public sidewalk shall be constructed of concrete four (4') feet wide by four (4") inches thick and located five feet from the curb parallel to the front lot line. The sidewalk shall be designed and constructed to meet up with any existing sidewalk on any abutting Lot and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof, provided however, this provision shall vary to comply with any requirements of the Village of Arlington, Nebraska.
- O. Each dwelling shall have not less than one attached garage and there shall be no more than three facing the front street. A garage erected under the house shall qualify as an attached garage.
- P. No grass, weeds or other vegetation shall be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees shall be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of eight (8) inches.
- Q. No building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, dog house, tree house, television antenna, radio antenna, flag pole or other external improvement above or below the surface of the ground shall be erected, placed, altered or permitted to remain on any building plot, nor shall any grading, excavation or tree removal be commenced, until the construction plans and specifications, a site grading plan and a plot plan showing the location of the structure or improvement have been approved in writing by Barry R. Gottsch Investments, LLC, or its assigns, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot and proposed finished grades; provided that Barry R. Gottsch Investments specifically reserves the right to deny permission to construct any type of structure or improvement which it determines will not conform to its master plan for development of the subdivision.
- R. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these

Covenants are 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 in Gottsch Second Addition, has been recorded, agreeing to change said Covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant either to restrain violation or to recover damages. The right to enforce these covenants is hereby specifically given to any owner of property located within the subdivision described hereof or any resident or property owner located within the official city limits of the Village of Arlington.

Invalidation of any one or more provisions of these Covenants by judgment or court order shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.

BARRY R. GOTTSCH INVESTMENTS, LLC

By: [Signature]  
Barry R. Gottsch, Manager

STATE OF NEBRASKA )  
COUNTY OF Douglas )

On this 24 day of April 2006, before me, a Notary Public, duly commissioned and qualified in and for said County, appeared Barry R. Gottsch, who is personally known to me to be the identical person whose name is affixed to the above instrument as Manager of Barry R. Gottsch Investments, LLC, a Nebraska Corporation, and he did acknowledge his execution of the foregoing Protective Covenants to be his voluntary act and deed on behalf of said Corporation.

Bonnie Allen

BARRY R. GOTTSCH INVESTMENTS, LLC

By: [Signature]  
Barry R. Gottsch, Manager



STATE OF NEBRASKA  
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 10 day of APRIL, 2017 by Barry R. Gottsch, Manager of Barry R. Gottsch Investments, LLC, a Nebraska limited liability company.

[Signature]  
Notary Public

