

FILED

DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR BLOCKS TWO (2) AND THREE (3) OF  
WHITE FEATHERS SUBDIVISION

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CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY, CLERK  
PLAIR, NEBR

This declaration is made on this 1st day of September, 2000, by White Feathers, LLC, a Nebraska Limited Liability Company, hereafter referred to as "Declarant".

Preliminary Statement

The Declarant is the owner of the following described real property, to wit:

Blocks Two (2) and Three (3) in White Feathers Subdivision, which is situated in the East 190.3 feet of Lot C and all of Lots D and E in Richard's Keene and Co. Addition to the Village of Arlington, in Washington County, Nebraska.

Such property (Blocks Two and Three in White Feathers Subdivision) is hereinafter referred to collectively as the "lots" and individually as each "lot".

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities of such community and for the maintenance of the character and residential integrity of the lots;

NOW, THEREFORE, the Declarant hereby declares that each and all of the lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the lots. These restrictions, covenants, conditions and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each lot, or any part thereof, as is more fully described herein. The lots, and each lot as and shall be subject to all and each of the following conditions and other terms:

ARTICLE I  
RESTRICTIONS AND COVENANTS

1. Each lot shall be used exclusively for single family residential home purposes, except for such lots or parts

thereof as may hereafter be (i) retained by Declarant, (ii) conveyed by Declarant with other restrictions, covenants, or conditions as determined by Declarant prior to said conveyance, (iii) conveyed or dedicated by Declarant or its successors or assigns for use as a church, school or park or for other non-profit use or for such other usage as Declarant may later declare. Each single family residential home lot shall contain a single family residential home which faces the street.

2. Except as herein provided, the only buildings which may be erected on said lots shall be single family dwellings inclusive of attached garages and other reasonable appurtenances attached thereto of at least 1,100 square feet of living space exclusive of basement, garage, and other areas appurtenant to the principal building (or in the event of a multi-level building, 1,100 square feet of living space on the main level of the building exclusive of basement, garage, other levels, and other areas appurtenant to the principal building) and that the property shall be used only for residential purposes. Mobile homes and homes substantially constructed off-site shall not be allowed. No owner shall commence residing in any such dwelling that is less than ninety percent (90%) complete unless the appropriate City or Village governing body grants an occupancy permit and such owner furnishes reasonable proof thereof to Declarant.

3. For a period of twenty (20) years after the filing of this Declaration, no residence, structure building, fence, wall, drive-way, patio, patio enclosure, swimming pool, dog house, tree house, antenna, satellite receiving stations, ("discs"), flag pole, solar heating or cooling device, tool shed, windmill or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed, or permitted to remain on any lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

(i) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"); such plans shall include a description, type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify Declarant of the owner's mailing address.

(ii) Declarant shall review such plans in relationship to the type and exterior of improvements constructed, or approved for construction, on neighboring lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the lots shall be developed as a residential community, with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the lots and to protect the values, character and residential quality of all lots. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the lots and neighboring lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

(iii) Written notice of any refusal to approve a proposed Improvement shall be mailed to the lot owner at the address specified by the lot Owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of refusal is not mailed within such period, the proposed Improvement shall be deemed approved by Declarant.

(iv) No lot owner, or combination of lot Owners, or other person or persons shall have any right to any action by Declarant or to control, direct or influence the act of Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant herein, or as a result of any act or failure to act by Declarant, with respect to any proposed Improvement.

4. No single-family residence shall be created, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling (including split-level structures) which does not exceed two and one-half stories in height, all of said structures to have attached garages for no less than two automobiles, with each said garage to be a "side-by-side" garage, with no carports being permitted or allowed. The roofs shall have a minimum of six/twelfths (6/12ths) pitch on roof and any permanent structure built on a lot (including

any basement walls) shall be at least five (5) feet from the boundary or lot line of said lot if the dwelling, structure or improvement is one (1) story or less, and at least seven (7) feet from the boundary or lot line regarding any structure or dwelling in excess of one (1) story excepting, however, that no permanent structure shall be built within twenty (20) feet or less of the rear lot or boundary line. Furthermore, Lot One (1) in Block One (1) and Lot One (1) in Block Two (2) shall also be subject to a twenty (20) foot setback on the east side of said lots.

5. The exposed portion of the front foundation wall as well as any foundation wall facing a street of all main residential structures must be construed of or faced with brick or simulated brick or stone or stucco or other Declarant approved material, and the front of all residential structures shall be constructed with not less than twenty-five percent (25%) of brick, simulated brick, stone, stucco or other approved material. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, stone or siding, unless other comparable materials are specifically approved by Declarant.

6. No advertising signs, billboard, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot except one sign per lot consisting of not more than six (6) square feet advertising a lot as "For Sale", nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner or Owners of any lot or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any lot, excepting, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, its agents or assigns, during the construction and sale of the lots.

7. No exterior television, radio antenna, satellite viewing stations (discs) of any sort shall be permitted on any lot excepting only that a satellite dish no larger than eighteen inches (18") may be attached to the rear (and only the rear portion) of the home or dwelling.

8. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time

period in excess of twenty four (24) hours shall be permitted on any lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any lot. No unused building materials, junk or rubbish shall be left exposed on the lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

9. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this subparagraph 9 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction. All residential lots shall provide at least the minimum number of off-street parking areas or spaces for private passenger vehicles as may be required by the applicable zoning ordinances of the Village/City of Arlington, Nebraska or other appropriate governing entity.

10. No incinerator or trash burner shall be permitted on any lot. No garbage or trash can or container shall be permitted unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or lot. No clothes line shall be permitted outside of any dwelling at any time except one retractable clothes line per lot.

11. 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.

12. No fence shall be permitted to extend beyond the front line of a main residential structure unless written approval is first obtained from Declarant. No hedges or planted shrubs shall exceed two (2) feet in height and shall be no closer than twenty (20) feet from the front street curb of said lot. No fences or walls shall exceed a height of six (6) feet. All produce or vegetable gardens shall be maintained only in

rear yards. Each owner shall plant and maintain one (1) tree in front and in the back of each lot, each tree to be of two inches (2") or larger in diameter.

13. Construction of any Improvement shall be completed within one (1) year from the date the foundation was commenced for such dwelling. No excavation dirt shall be spread across any lot in such a fashion as to materially change the contour of the lot.

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick on the street side of each built upon lot, whether or not the lot is a corner lot or a double faced lot; said sidewalk shall be five (5) feet from the front curb and parallel to the front lot line. Such construction shall be at the lot owner's expense and said sidewalk shall consist of portland cement and shall be placed in accordance with the then existing Village/City of Arlington, NE or other governing entity requirements and shall be constructed by the owner of the lot prior to the time of completion of the main structure and before occupancy thereof.

15. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

16. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any lot, except that a dog house constructed for one (1) dog shall be permitted, provided always that the construction plans/specifications and the location of the proposed structure have been first approved by Declarant, or its assigns. Any permitted dog runs and dog houses shall only be allowed at the rear of the dwelling and concealed from public view.

17. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will 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 twelve (12) inches.

18. No structure of a temporary character, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside of the property to any lot unless the written approval of Declarant is first obtained. Storage buildings shall not exceed dimensions of ten feet by twenty feet (10' x 20') and shall consist of the same siding and roofing materials (and color/s) of the house/dwelling appurtenant thereto and shall be built to meet any applicable Village of Arlington code or specifications and residential requirements.

19. All waste property or debris resulting from construction or Improvements shall be removed from the site and delivered to a waste disposal site holding an appropriate government issue license.

20. Any swimming pool plans must be first approved by Declarant, and any approved swimming pool must extend more than one (1) foot above ground level; furthermore, all pools shall be properly guarded/safe-guarded from uninvited guests or users, especially non-permitted minors/children.

21. No downspouts, storm or surface drains from any structure and/or Improvement on a lot shall be connected to sanitary sewers.

22. No clothes lines shall be permitted excepting one (1), retractable clothes line as approved in writing by Declarant herein.

23. All utility service lines from each lot line to a dwelling or other Improvement shall be underground.

## ARTICLE II EXTERIOR FENCE

Declarant will, at its own expense, erect a fence along the north property line abutting to and parallel with Bell Street in Arlington, NE. Following construction of said fence, all further expenses associated with said fence shall be the sole responsibility of the abutting lot owner and said lot owner shall maintain said fence, shall not be allowed to alter the

same and shall not be allowed to remove the same without the express, written permission and consent of Declarant.

**ARTICLE III  
GENERAL PROVISIONS**

1. Except for the authority and powers specifically granted to any Declarant, the Declarant or any owner of a lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant (or successors) or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty(20) years from the date this Declaration is recorded. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than seventy five percent (75%) of the lots covered by this Declaration.

3. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.

4. These covenants, restrictions and conditions shall not apply to (i) lots retained by Declarant, (ii) any lots conveyed by Declarant with other restrictions, covenants or conditions as determined by Declarant prior to said conveyance, (iii) to any Improvements made to lots or land dedicated to the public for streets, walks, or park purposes (iv) lots being used for continued present agricultural use, (v) lots conveyed or dedicated by Declarant for its successors or assigns for use as a church, school or park or any other non-profit use or for such other use as Declarant may later declare.

**ARTICLE IV  
BINDING AGREEMENT**

These covenants shall run with the land and be binding upon each and every party (excepting as herein provided for Declarant) acquiring any interest in any or all of the real estate described herein and shall be in full force and effect for a period of twenty (20) years from the date hereof.



IN TESTIMONY WHEREOF, the Declarant has caused these presents to be executed this 1st day of September, 2000.

WHITE FEATHERS, LLC, a  
Nebraska Limited Liability  
Company, Declarant herein

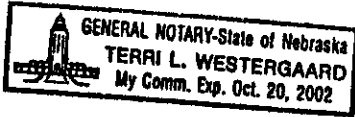
By: Donnie E. Sperling  
Donnie E. Sperling, Manager/member

And By: Ardeth C. Sperling  
Ardeth C. Sperling, Manager/member

STATE OF NEBRASKA)  
  ) SS.  
COUNTY OF Dodge )

The foregoing DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BLOCKS TWO (2) AND THREE (3) OF WHITE FEATHERS SUBDIVISION, was acknowledged before me, a Notary Public, on this 1st day of Sept., 2000, by Donnie E. Sperling and Ardeth C. Sperling, Managers of White Feathers, LLC, a Nebraska Limited Liability Company, and on behalf of White Feathers, LLC.

Terril Westergaard  
Notary Public  
My Commission Expires: 10-30-02



Recorded ✓  
General ✓  
Numerical ✓  
Photostat ✓  
Proteco ✓

2000 3505  
STATE OF NEBRASKA COUNTY OF WASHINGTON)SS  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 5th DAY OF September A.D. 2000  
AT 1:57 O'CLOCK P M AND RECORDED IN BOOK  
322 AT PAGE 661-669  
COUNTY CLERK Charlotte A. Petersen  
DEPUTY Auren Madison