

PROTECTIVE COVENANTS FOR GOTTSCH ADDITION  
TO THE VILLAGE OF ARLINGTON

Gottsch Feeding Corporation, a Nebraska Corporation, being the owners of Lots One and Two (1 and 2) in Block "A", Lots One, Two, Three, Four, Five, Six, Seven and Eight (1,2,3,4,5,6,7 and 8) in Block "B", Lots One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven, Twelve, Thirteen, and Fourteen (1,2,3,4,5, 6,7,8, 9,10, 11,12,13 and 14) in Block "C", Lots One, Two and Three (1,2 and 3) in Block "D", Lots One and Two (1 and 2) in Block "E", Lots One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven and Twelve (1,2,3,4,5,6,7,8,9,10,11 and 12) in Block "F", Lot One (1) in Block "G", Lots One, Two, Three, Four and Five (1,2,3,4 and 5) in Block "H", and Lot One (1) in Block "J", all in Gottsch Addition to the Village of Arlington, Washington County, Nebraska, do 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 charitable uses. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwellings not to exceed two stories in height, and a private garage for not more than three cars.

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 thirty-five (35) feet to front lot line, or nearer than 17.5 feet to any side street line. No building shall be located nearer than eight (8) feet 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. The average square footage for all lots within any one block shall be not less than 10,000 square feet with a lot minimum of 7,500 square feet, and each lot shall have a width of not less than eighty (80) feet at the median building set back line.

E. An easement of ten (10) feet in width along the rear of all lots in Block "B", and along the South Ten (10) feet of Lot Five (5) in Block "B", and the North Ten (10) feet of Lot Six (6) in Block "B", and the South Ten (10) feet of Lots One through Fourteen (1 through 14) in Block "C", and the West twenty-five (25) feet of Lots Two, Three, Four, Five, Six and Seven (1,2,3,4,5,6 and 7) and the West Twenty-five (25) feet and the North Twenty (20) feet of Lot Eight (8) and the East Ten (10) feet of Lots Four and Nine (4 and 9) and the South Ten (10) feet of Lots Three and Ten (3 and 10) in Block "F" is hereby reserved for utility installation and maintenance. 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.

STATE OF NEBRASKA, COUNTY OF WASHINGTON) SS 1290  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 15th DAY OF June A.D. 1978  
AT 4:57 O'CLOCK P.M. AND RECORDED IN  
BOOK 118 AT PAGE 474-477  
COUNTY CLERK Charlotte Peterson  
DEPUTY Susan Madison

OFFICES OF  
O'HANLON & O'HANLON  
LAWYERS  
BLAIR, NEBRASKA

1978 JUN 15 PM 9:57

F. 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. 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 plot. 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. No outside above ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. 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. No animals, livestock or poultry of any kind shall be raised, brought or kept on said lots, except that dogs, cats or other household pets are permitted if they are not kept, bred or maintained for any commercial purpose. All excavations, including utility trenches, shall be kept filled, compacted and maintained by the then owner of each plot 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.

G. No trailer, tent, shack, barn or temporary structure or outbuilding of an unsightly nature shall be placed or erected on said real estate. 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 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. 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.

I. 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.

J. Any dwelling shall be completed on the exterior at least within nine months 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.

K. Each dwelling shall have a basement equal in size to the main floor area of the dwelling, except in the case of split-level dwellings, and the area of any garage built under the house may be included in complying with such requirement. Each dwelling unit shall have a paved driveway extending between street and garage of not less than ten (10) feet in width.

L. All lots shall have a sidewalk with a minimum width of four feet constructed four feet from the curb parallel to the front lot line of Portland cement or other approved materials, and said walk shall be installed at the same time the dwelling is constructed.

M. Each dwelling shall have not less than one attached garage nor more than three. A garage erected under the house shall qualify as an attached garage.

N. 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 Gottsch Feeding Corporation, 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 Gottsch Feeding Corporation 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.

The approval or disapproval of the undersigned Gottsch Feeding Corporation or its assigns as required by these Covenants shall be in writing. Failure of Gottsch Feeding Corporation or its assigns to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of this paragraph.

O. 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 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 of these Covenants by judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

DATED May 5, 1978.

GOTTSCH FEEDING CORPORATION,  
a Nebraska Corporation,

BY: [Signature]  
Robert Gottsch, President

ATTEST:

[Signature]  
Lois Gottsch, Secretary

477

STATE OF NEBRASKA )  
Washington County )

:ss:

On this 5 day of May,  
1978, the undersigned a

Notary Public, duly commissioned and qualified for in said County and State, personally came Robert Gottsch, President of Gottsch Feeding Corporation, a Nebraska Corporation, and Lois Gottsch, Secretary, to me known to be the identical persons whose names are affixed to the foregoing Protective Covenants and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



EDWARD E. BAKER  
GENERAL NOTARY - State of Neb.  
My Commission Expires

*Edward E. Baker*

NOTARY PUBLIC

My Commission expires: August 23, 1979

OFFICES OF  
O'HANLON & O'HANLON  
LAWYERS  
BLAIR, NEBRASKA

477