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Carol Givens, Register of Deeds
DODGE COUNTY NE
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**DECLARATION OF COVENANTS
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR OLD SETTLERS ESTATES SUBDIVISION**

This declaration made on the date hereinafter set forth is made by Old Settler Estates LLC, a Nebraska limited liability company, hereinafter the "Declarant".

I. Preliminary Statement

The Declarant is the Owner of certain Real Estate located within Dodge County, Nebraska described as follows:

PARCEL 1:

TAX LOT 10 BEING MORE PARTICULARLY DESCRIBED AS THAT PART OF BLOCKS 1, 2, 7 AND 8, AND THAT PART OF VACATED LOCUST, ELM AND 14TH STREETS, WILLIAMS ADDITION, IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA; DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF LOCUST STREET AND THE NORTH LINE OF 13TH STREET; THENCE N88°41'56"E, ON THE NORTH LINE OF 13TH STREET, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 5, BLOCK 7, WILLIAMS ADDITION; THENCE N00°10'43"W, ON THE WEST LINE OF LOT 5, A DISTANCE OF 140.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE N88°42'03"E, ON THE NORTH LINE OF LOTS 5 THROUGH 8, BLOCK 7, A DISTANCE OF 268.48 FEET TO THE NORTHEAST CORNER OF LOT 8, BLOCK 7; THENCE S00°00'41"W, ON THE EAST LINE OF SAID LOT 8, A DISTANCE OF 140.00 FEET TO A POINT ON THE NORTH LINE OF 13TH STREET; THENCE N88°41'56"E, ON SAID NORTH LINE, A DISTANCE OF 80.00 FEET TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 8, WILLIAMS ADDITION; THENCE N00°00'41"E, ON THE EAST LINE OF SAID LOT 8, A DISTANCE OF 140.00 FEET TO THE NORTHWEST CORNER OF LOT 8; THENCE N88°42'03"E, ON THE NORTH LINE OF LOTS 4 THROUGH 6, OF SAID BLOCK 8, A DISTANCE OF 190.97 FEET TO A POINT ON THE EAST LINE OF WILLIAMS ADDITION; THENCE N00°08'39"E, ON SAID EAST LINE, A DISTANCE OF 454.73 FEET TO THE NORTHEAST CORNER OF WILLIAMS ADDITION, SAID POINT BEING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6; THENCE S88°45'17"W, ON THE NORTH LINE OF WILLIAMS ADDITION, A DISTANCE OF 582.01 FEET TO THE NORTHEAST CORNER OF LOT 1, WILLIAMS 2ND ADDITION REPLAT 1; THENCE S00°01'01"W, ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 282.10 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N88°41'40"E ON THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 2.23 FEET; THENCE S00°03'11"W, A DISTANCE OF 313.16 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

LOTS 5, 6, 7 AND 8, BLOCK 7, WILLIAMS ADDITION, CITY OF NORTH BEND, IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA.

PARCEL 3:

LOTS 4, 5 AND 6, BLOCK 8, WILLIAMS ADDITION, CITY OF NORTH BEND, IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA,

said real estate then subdivided as Old Settlers Estates Subdivision as per the Final Plat of Old Settlers Estates Subdivision recorded September 12, 2024, at Document No. 202403525 of the Register of Deeds, Dodge County, Nebraska.

Such Real Estate is described in the Final Plat as follows:

A tract of land located in Williams Addition to the City of North Bend, said tract being more particularly described as follows:

Beginning at the intersection of the center line of vacated Locust Street and the north line of Thirteenth Street, also known as the Southwest corner of Tax Lot 10; thence N00°02'10"E on the west line of said Tax Lot 10, a distance of 313.11 feet; thence S88°41'40"W, on said west line, a distance of 2.23 feet; thence N00°02'14"E on said west line, a distance of 282.01 feet to a point that intersects the north line of said Tax Lot 10, also known as the north line of Blocks 1 and 2 of said Williams Addition; thence N88°44'33"E on said north line, a distance of 581.81 feet to a point that intersects the east line of Tax Lot 10, also known as the east line of Blocks 1 and 8 of said Williams Addition; thence S00°07'54"W on said east line, a distance of 594.66 feet to a point that intersects the south line of Lots 5, 6, 7 and 8 of Block 7 and Lots 4,5 and 6 of Block 8 of Williams Addition and also segments of the southernmost boundaries of Tax Lot 10; thence S88°41'42"W, on said south lines, a distance of 578.60 feet back to the point of beginning, said tract containing 7.92 acres more or less, including Lots 1 – 20 as shown on Final Plat of Old Settlers Estates, the "Real Estate",

hereinafter referred to collectively as "Old Settlers Estates Subdivision", the "Subdivision", or the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation of the values and amenities of such Real Estate and for the maintenance of the character and residential integrity of the Lots and Subdivision.

NOW, THEREFORE, the Declarant hereby declares that the Real Estate and Subdivision and each and all the Lots shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subdivision and the Lots. These covenants, conditions, restrictions 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 the Real Estate, or any part thereof, as is more fully described herein. The Lots, and each Lot and the Subdivision shall be subject to all and each of the following conditions and terms as set forth herein.

II. Architecture Committee

Complete plans and specifications for all Structures and Improvements must be approved by an Architecture Committee pursuant to the various provisions set forth in this Declaration (hereafter referred to as the "Architecture Committee"). Declarant, Old Settlers Estates LLC, shall constitute the Architecture Committee for the first five (5) years from the date of the adoption of this Declaration or until such time as Declarant appoints at least three individuals to serve as the Architecture Committee, whichever occurs first.

III. Covenants, Conditions, Restrictions and Easements

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereinafter be conveyed or dedicated by Declarant, or its successors or assigns, for use as a church, school or park, or for other non-profit use.
2. For a period of thirty (30) years after the filing of this Declaration, no residence, building, structure, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, tree house, antenna, satellite

receiving stations, ("Dish"), flag pole, solar heating 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 such Improvements which have been approved as follows:

- (i) An Owner of a Lot desiring to erect Improvements shall deliver two sets of construction plans and plot plans to the Architecture Committee (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 Old Settlers Estates LLC and the Architecture Committee of the Owner's mailing address.
- (ii) The Architecture Committee shall review such plans in relation 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 the Architecture Committee. In this regard, it is the intent of these Covenants 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 the Architecture Committee to promote development of the Lots and to protect the values, character and residential quality of all Lots. If the Architecture Committee 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, the Architecture Committee may refuse approval of the proposed Improvement.
- (iii) Written notice of any refusal to approve a proposed Improvement shall be mailed to the Owner at the address specified by the Owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty 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 the Architecture Committee.
- (iv) No Lot Owner, or combination of Lot Owners, or other person or persons shall have any right to any action by the Architecture Committee or to control, direct or influence the act of the Architecture Committee with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the Architecture Committee by virtue of the authority granted to Old Settlers Estates LLC and/or the Architecture Committee, or as a result of any act or failure to act by Old Settlers Estates LLC or the Architecture Committee, with respect to any proposed Improvement.
- (v) It is the intent of this Declaration that such structures and improvements as mentioned in this Paragraph 2, such as flag poles and satellite dishes and so forth, are acceptable Improvements, but such Improvements are only to be constructed or installed after submission to and approval by the Architecture Committee as set forth above so that the Architecture Committee shall take into account the specifics of each proposed Improvement and insure that they are compatible with the general nature of the Subdivision and the adjoining Lots to any particular Improvement.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one single-family dwelling which does not exceed two- and one-half stories in height. There shall be no basements and construction of the single-family dwelling, and the dwelling, shall meet and satisfy all applicable building codes and all flood plain requirements.

4. The only buildings which may be erected on a Lot shall be new construction of single-family dwellings, single floor ranch or raised ranch with, at a minimum, a two car attached garage and other reasonable appurtenances attached thereto of at least 1,200 square feet of living space exclusive of garage, and other areas appurtenant to the principal building, or in the event of a multi-level building at least 750 square feet of living space on the main level of the building exclusive of garage, other levels, and other areas appurtenant to the principal building, and that the Lot shall be used only for residential purposes. Mobile homes and homes substantially constructed off site shall not be and are not allowed and residence in homes less than 90% completed shall not be allowed. No modular or prefabricated homes shall be allowed to be placed, built or created on any Lot. No log or subterranean homes shall be permitted.

5. Homes shall only be of new construction on site - no homes may be moved in and placed on a Lot. All driveways must be constructed of concrete. All foundations shall be constructed of reinforced concrete. Fireplace chimneys shall be covered with brick, stone or siding. Unless other comparable materials are specifically approved by the Architecture Committee, the roof of all improvements shall be covered with composition shingles - minimum of 245 pounds. Each residential home shall be constructed with a minimum of 25% of the front of the home constructed of brick or brick fascia or stone. The side and rear foundations of each residential home shall be painted or constructed of a face with brick or simulated brick, stone, stucco or other approved material.

6. No advertising signs, billboards, 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 square feet advertising a Lot as "For Sale"; nor shall the premises be used in any way for the purpose which may endanger the health or unreasonably disturb the Owner or Owners of any other Lot or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboard or the construction and maintenance of buildings, if any, by Old Settles Estates LLC, its agents or assigns, during the construction and sale of the Lots.

7. No exterior television, radio antenna, satellite viewing stations of any sort shall be permitted on any Lot excepting only that a satellite dish no larger than 18" may be attached to the home.

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 semi tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 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 required by the applicable zoning ordinance of the City of North Bend.

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 clothesline shall be permitted outside of any dwelling at any time except one retractable clothesline 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 or other 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 the Architecture Committee. All fences installed within the Subdivision by or on behalf of Lot Owners shall be constructed only of PVC, wood, or decorative black metal and must be approved by the Architecture Committee prior to installation. Wire or chain-link fences, temporary and permanent barbed wire fences, electrified fences, and snow fences shall not be and are not permitted. An invisible dog fence is permitted if approved by the Architecture Committee. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. No fences or walls shall exceed a height of six (6) feet. All produce or vegetable gardens shall be maintained only in rear yards.

13. No swimming pool shall be permitted which extends more than one foot above ground level.

14. Construction of any Improvement shall be completed within one 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.

15. 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. Such construction shall be at the Lot Owner's expense. The sidewalk shall be constructed and placed in accordance with City of North Bend directions 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 as needed to comply with the requirements of the City of North Bend.

The maintenance of said sidewalks after construction shall be responsibility of the Owner of each of the Lots.

16. 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 or driveways will be permitted.

17. 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 doghouse 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 the Architecture Committee, or its assigns. Dog runs and dog houses shall only be allowed at the rear of the building, concealed from public view.

18. Any exterior air conditioning condenser unit shall be placed in the rear yard or 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.

19. No structure of a temporary character, trailer, 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 the Architecture Committee is first obtained. Storage buildings of no larger than 120 square feet are allowed and shall be painted the same color as the home and shall be built to meet City of North Bend code specification and residential requirements.

20. 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 license.

21. All utility service lines from each Lot line to a dwelling or other improvement shall be underground.

22. None of the said Lots shall be subdivided, split or in any manner combined with any other Lot or portion of any other Lot, unless the resulting parcel or parcels shall contain as much area as the smallest of the Lots used in assembling the resulting parcel or parcels.

23. Final grading on any Lot that affects drainage is subject to the approval of the Architecture Committee and elevations provided by Declarant.

24. Storm drainage detention easement and other drainage easements are as shown on the Final Plat for the Subdivision. Drainage flow is also shown on the Final Plat of the Subdivision. No buildings, retaining walls or other structures shall be placed in or on the storm drainage detention easements or the other drainage easements; other than grass, no garden, shrubs, trees or other plantings shall be placed in or on the storm drainage detention easements or the other drainage easements. The grade of the storm drainage detention easements and the other drainage easements shall not be altered and the swales shall not be filled. Drainage flow shall not be interfered with nor obstructed in any manner.

25. Except for the authority and powers specifically granted to Declarant, the Declarant or any Owner of a Lot named herein shall have the right, but not the obligation, to enforce by a proceeding at law or in equity, all covenants, conditions, restrictions and easements now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages for such violation. Failure by any Declarant 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.

26. The covenants and restrictions of this Declaration of Covenants shall run with and bind the land and Real Estate for a term of thirty (30) years from the date this Declaration is recorded, and at the end of said thirty (30) years shall continue in full force and effect unless repealed or otherwise amended by seventy-five percent (75%) of the Lots covered by this Declaration of Covenants. During the initial thirty (30) years, this Declaration and these Covenants may be amended by an instrument signed and filed of record by the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration of Covenants.

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

28. These restrictions shall not apply to improvements made to the land dedicated to the public for streets, walks, or park purposes.

IN WITNESS WHEREOF, the Declarant, being the sole Owner of the affected Real Estate described above, has caused these presents to be executed this 30th day of June 2025.

Old Settlers Estates LLC, a Nebraska limited liability company

By: Kelly Thompson
Kelly Thompson, Its Member

By: Steve Thompson
Steve Thompson, Its Member

By: Arps Red-E-Mix, Inc., a Nebraska corporation, Its Member

Michael D. Arps
Michael D. Arps, President

State of Nebraska)
County of Dodge) ss.

The foregoing instrument was acknowledge before me this 30th day of June 2025, by Kelly Thompson, Authorized Member and Steve Thompson, Authorized Member and Michael D. Arps, President of Arps Red-E-Mix, Inc., Authorized Member of Old Settlers Estates LLC, known to me personally or who has produced satisfactory evidence of identification to me.

Trisha R. Rohlf
Notary Public

