

*Clark*  
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**RESIDENTIAL RESTRICTIVE COVENANTS FOR  
PINE RIDGE ESTATES  
SAUNDERS COUNTY, NEBRASKA**

WHEREAS, Sun Enterprises, Inc., a Nebraska Corporation, is the owner and developer of a certain tract of land known as Pine Ridge Estates, more particularly described on Exhibit "A" which is attached hereto and incorporated herein by reference as if fully set forth; and

WHEREAS, Sun Enterprises, Inc. is expecting to sell residential Lots within said tract to individual homeowners and desires to subject the land and purchasers thereof to certain restrictions, conditions, and covenants for the purpose of maintaining the value and atmosphere desired for the Subdivision.

NOW, THEREFORE, Sun Enterprises, Inc. hereby declares that all Lots shown on the tract of land described in Exhibit "A" are held and shall be conveyed subject to the following restrictions, conditions, and covenants.

**GENERAL PROVISIONS**

The following declarations, restrictions, conditions, and covenants shall constitute covenants to run with the land as to the tract described on Exhibit "A", as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future Owners and lessees of real estate which is described on Exhibit "A", or any part thereof.

This declaration of restrictions, conditions, and covenants shall remain in effect for a period of ten (10) years from the date of recording hereof with the Register of Deeds of Saunders County, Nebraska, and shall continue in effect for recurring periods of ten (10) years unless, prior to the expiration of any ten (10) year period, the Owners of not less than seventy percent (70%) of the total number of platted Lots elect in writing to terminate these covenants.

Sun Enterprises, Inc. does hereby further declare that these covenants shall be deemed effective and binding upon the recording hereof.

If any Owner, their heirs, personal representative, successors or assigns, or lessees, of any Lot in the Subdivision, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Owner or Owners of any other Lots in the Subdivision or the hereinafter referred to Association, to prosecute any proceeding at law or inequity against the person or persons violating or attempting to violate any such covenants. Failure to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

Sun Enterprises, Inc. hereby declares that all of the property described on Exhibit "A" shall be held, sold and conveyed subject to the following declarations, restrictions, conditions, and covenants:

**DEFINITIONS**

A. "Association" shall mean and refer to Pine Ridge Estates Homeowners Association, its successors and assigns.

B. "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 and/or contract buyers, but excluding those that has such

interest merely as security for the performance of an obligation. "Owner" shall also include lessees of any Lot which lessees shall be bound by the terms and conditions hereof.

C. "Properties" shall mean and refer to that certain real estate described on Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

D. "Common Area" shall mean all real property which is located within the real estate located on Exhibit "A" which is owned by the Association for the common use and enjoyment of the Members of the Association to include the walking path, roads, and forested areas (as), which Common Areas shall be available for use of the Members and their invitees and guests.

E. "Lot" shall mean and refer to any plot of land shown upon any recorded Subdivisions which are part of the real estate described on Exhibit "A" with the exception of the Common Area.

F. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

G. "Declarant" shall mean and refer to Sun Enterprises, Inc., a Nebraska Corporation, and its successors and assigns.

## **ARTICLE I**

### **PROPERTY RIGHTS**

1. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to suspend the voting rights and the right to use the Common Area for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 120 days for any infraction of its published Rules and Regulations.

B. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

## **ARTICLE II**

### **MEMBERSHIP, VOTING RIGHTS and LOTS OWNED BY DECLARANT**

1. Every Owner of a Lot which is subject to an assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. The Association shall have two classes of voting membership:

- A. Class A: Class A Members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be Exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.
- B. Class B: Class B Members shall be the Declarant and shall be entitled to two votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever first occurs:
  - (i) When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in Class B membership, or
  - (ii) On January 1, 2000.

3. Lots owned by Declarant shall not be subject to assessments as are provided for in Article III hereof and the Bylaws of the Association, and shall not be subject to architectural control as provided in Article IV hereof and the Bylaws of the Association. Improvement and maintenance of the Common Area shall be the sole responsibility of the Declarant until 70% of the Lots in Pine Ridge Estates Subdivision, excluding Common Area Lots, have been conveyed to Class A Members.

### ARTICLE III

#### COVENANTS FOR MAINTENANCE ASSESSMENTS

1. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association:

- A. Annual assessments or charges; and
- B. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Such assessments levied by the Association shall not carry priority over general taxes, special assessments, or bonafide real estate mortgages/Deeds of Trust, now or hereafter placed of record with respect to any such real estate, but shall be prior to any other liens. It is understood that such annual assessments shall not normally be recorded with the Register of Deeds of Saunders County, Nebraska, but that the Board of Directors of the Association have the power and authority, by instrument executed by the president of such Association, to record with the Register of Deeds, within six months after the date of the levy of any assessment, a written document setting forth the amount of the assessments with respect to each Lot or separate property, which document shall be with

respect to each Lot a lien against the real estate. Provided, however, the filing of such written document is not necessary to charge said Lot with a lien for such assessment. Provided, further, that a written document executed by the president of the Association recorded with the Register of Deeds of Saunders County, Nebraska, showing that all assessments against any Lot or Lots have been paid through the date of such written document, shall be effective to release the lien of such assessment created hereby.

2. The assessments levied by the Association shall be exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

3. Maximum Annual Assessment. Unless the written consent of the then Owners of a seventy percent majority in interest of the Lots in said Subdivisions to a greater amount is obtained by the Association, the annual assessment shall not exceed the sum of \$300.00 per Lot. Provided, however, said maximum annual assessment for each year after 1998 may be increased each year to not more than five percent above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment for each year after 1998 may be increased by more than five percent over the previous maximum by a vote of sixty percent of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

4. The Board of Directors of the Association shall have the authority to set the level of the maximum annual assessment at an amount not in excess of the maximum, provided that no such assessment shall be effective if the Owners of more than seventy percent of the Lots in the Subdivision, in any calendar year shall execute and file with the Register of Deeds of Saunders County, Nebraska, an acknowledged instrument rescinding the assessment lien for such year.

5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of seventy percent of the votes of the membership who are voting in person or by proxy at a meeting duly called for this purpose. Such assent shall be obtained prior to the incurring of any such cost.

6. Notice And Quorum For Any Action Authorized Under This Article III. Written notice of any meeting called for the purpose of taking any action authorized under Article III shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

7. Uniform Assessment. Both annual and special assessments must be fixed equally for each Lot within the Subdivision.

8. Date of Commencement of Annual Assessments. Due Dates The annual assessments provided for herein shall commence as to all Lots on the first day of the months following the conveyance of the Common Area to the Association by Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual

assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association, shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid.

9. Effect of Nonpayment of Assessment; Remedies of the Association Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent, shall bear interest at the rate of sixteen percent (16%) per annum, and shall cause the entire unpaid portion of said assessment for said year to be deemed delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property through proceedings in any Court in Saunders County, Nebraska, having jurisdiction of suits for the enforcement of such liens. No Owner may waiver or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any property subject to assessment. Sale of transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale of transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

11. Exempt Property. All Properties dedicated to and accepted by, a local public authority and all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

12. Additional Special Assessment. A special assessment may be levied against Owners who have caused the Association to incur special expenses due to wilful or negligent acts of said Owner, their tenants, families, guests, invitees, or agents.

#### **ARTICLE IV**

#### **ARCHITECTURAL CONTROL**

1. No building, fence, storage shed, mailbox, wall, or any other structure, landscaping, or the color of any structure to be built upon a Lot or to be maintained on a Lot shall be commenced, erected, or maintained upon such a Lot, nor shall any exterior addition to or change or alterations thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures by the Declarant until there are Association Members other than Declarant, thereafter by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors of the Association. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to have been fully complied with.

2. All approved construction after commencement will be substantially completed within twelve (12) months following the date of commencement of construction.

#### ARTICLE V

#### **EXTERIOR MAINTENANCE**

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon, in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agent and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

#### ARTICLE VI

#### **ADDITIONAL GENERAL PROVISIONS**

1. With respect to the property herein to be conveyed by Declarant, to the Association, as Common Area, the Association agrees that while these covenants remain in effect, none of the lands shall be sold or conveyed to anyone for any purpose, without the written consent of the then Owners of 90% of the total number of platted Lots in the Subdivision, except in the case of a sale to a governmental Subdivision, which sale may be accomplished by majority vote of the Board of Directors of the Association.

2. No Lot may be subdivided.

3. All Lots shall be used exclusively for single family residential dwellings and purposes. Only one residence shall be constructed on any such Lot, and single family dwellings only shall be permitted.

4. No dwelling shall exceed two stories in height, however, it is understood that the maximum height may vary with each location.

5. Any one-story house shall contain at least 2,000 square feet of living space. Any two-story house shall contain at least 2,400 square feet of living space, of which 2,000 square feet must be on the main floor. Living space footage requirements are exclusive of porches, decks, pools, breezeways, garages, basements, attics, and accessory structures.

6. Each dwelling shall also have an attached private garage not less than 24 feet x 24 feet in size, and each garage door which provides vehicle access thereto shall be equipped with an electric garage door opener.

7. Exterior colors of all dwellings must be muted colors to blend with the natural environment. The siding of all dwellings must be either brick, stone, cedar, or permanent siding which is subject to Architectural Control, and the fronts of all dwellings must have at least 50% brick or stone.

8. All dwellings must have a wood, slate, or 40 year or better grade laminated asphalt shingle roof.

9. No residence shall be located nearer than seventy-five feet to any Lot line including side, back, front, or street Lot line.

10. All dwellings to be constructed are to be placed on solid foundations, with footings below the frost line. All dwellings constructed shall have at least a partial basement, which basement shall not be considered in counting stories. Where foundation exposure is visible from the front of the house or from any road, such foundation exposure shall not be more than twenty inches and shall be adequately screened by evergreen or other shrubbery; or bricked or stone faced.

11. No exterior television or radio antenna, satellite viewing, or receiving stations, or discs or dishes of any sort shall be permitted on any Lot, provided, however, receiving discs not to exceed 18 inches in diameter are permitted so long as they are discreetly hidden subject to Architectural Control.

12. 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 any purpose which may endanger the health or unreasonably disturb the Owner or Owners of any Lot within the Subdivision or any resident thereof. Business activities are permitted within residences, but no advertising sign of any kind or nature shall be permitted within the confines of the real estate described on Exhibit "A" in connection with said business.

13. No dwelling shall be constructed on any Lot which unreasonably restricts the view of scenic vistas of any other Lot within the Properties, such determination to be made in the discretion of those empowered under Article IV (Architectural Control) hereof.

14. 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 cuttings 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.

15. Exterior lighting installed on any Lot shall be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots and is subject to Architectural Control. Each dwelling Lot shall have one decorative yard light, with a design and of materials which are consistent with other dwellings in the Subdivision, and shall be subject Architectural Control.

16. Plantings. Upon completion of the residential structure, each Lot must be seeded, or sown in grass, or garden or flowers planted in all areas and locations not improved by buildings or paving or other structure or patio or play areas. Landscaping shall be subject to Architectural Control.

Each Lot Owner is responsible for controlling the growth and spread of noxious weeds on his or her property including the strip next to and behind any fence. In the event a Member fails to control such growth, the Association may cause the weeds to be controlled through mowing or spraying, in which event the charges incurred therefore shall be added to and become a part of the Lot Owner's annual assessment. Nonpayment of such assessment will result in the filing of a lien against the property and be subject to such other enforcement and collection privileges as other assessments are which are lawfully made by the Association.

17. Fences and Storage Sheds and Mail/Newspaper Boxes. No fence or hedge

shall be erected or maintained on the Properties which shall unreasonably restrict or block the view from an adjoining Lot or which shall materially impair the continuity of the general landscaping plan of the Properties. For this purpose, hedges and fences shall be maintained at no greater height than four feet without the permission of adjoining property Owners and subject to the Architectural Control provisions of Article IV hereof.

Before starting construction of any fence and/or storage shed and mail box and/or newspaper box, a request to erect same must be forwarded in writing to the Association. Such application or request must include a drawing to show where the fence and/or storage shed, will be located on the Property. It is recommended that a surveyor be employed to determine actual property lines. Any fence and/or storage shed and mail box and/or newspaper box which is ultimately determined to have been constructed over a property line, must be removed if so demanded by the adjacent Owner or by the Association if on a Common Area. No claim of title by adverse possession shall lie as to any fence and/or storage shed and mail box and/or newspaper box built over the actual Lot line regardless of the number of years that might pass before either the Association or an adjacent Owner might discover or complain of such improperly placed fence and/or storage shed and mail box and/or newspaper box.

All applications or requests for construction of a fence must state the type of fence and the height of the fence proposed to be erected. Fences shall be constructed of good quality materials consistent with and harmonious with the existing structures and fences located on surrounding Properties, which fence shall be split rail, plastic, or such other materials as are approved by the Architectural Committee of the Association.

All applications to construct and erect a storage shed must state the type of shed, the dimensions thereof and a drawing showing the front, side and layout, shall be included. Such shed shall be constructed of good quality materials consistent with and harmonious with the existing structures on surrounding Properties. Exterior color must match the home on the Lot. The size of the shed shall not be disproportionate to the size of existing structures on surrounding Properties in the sole discretion of the Architectural Committee.

All mail boxes and/or newspaper boxes shall be constructed of brick or of such materials and color as will match the home of the Lot.

18. No swimming pool shall be permitted within the Subdivision which extends more than one foot above ground level.

19. Basketball backboards and hoops either located over garage doors on the house, or on poles adjacent to driveways on the Lot shall be permitted.

20. No animals, fowls, reptiles, poultry, or insects of any kind (animals) shall be raised, bred, or kept on any Lot except one dog and/or one cat or other type of household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose, nor in any violation of any applicable local ordinance or any other provision of these covenants and such limitations as may be set forth in the Rules and Regulations. The Association, acting through the Board of Directors, shall have the right to prohibit the maintenance of any animal maintained on any Lot which constitutes, in the opinion of the Board, a nuisance to other Owners of Lots in the Properties. Animals belonging to Owners, occupants, or their licensees, attendants or invitees within the Properties must be kept either within an enclosure, an enclosed yard, or on a leash or other restraint being held by a person capable of controlling the animal. Furthermore, to the extent permitted by law, any Owner shall be liable to each and all remaining Owners, their families, guests, attendants, and invitees, for any unreasonable noise or damage to person or



property caused by any animal brought or kept upon the Properties by an Owner, or by members of his family, his attendants, or his guests; and it shall be the absolute duty and responsibility of each such Owner to clean up after such animal which have used any portion of the Common Area or any Lots.

Any kennel constructed on a Lot shall match the exterior of the main house and shall be subject to the provisions of Article IV, Architectural Control.

21. 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 or on any road within the Subdivision. 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.

22. Any boat, camper, trailer, mobile home, camper truck, truck, or similar chattel must be parked behind the front line of the residence constructed on any Lot, and outside storage of same shall be permitted only during the months of April through September of any year, and parked not more than thirty (30) days during the months of October through March. However, this section shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwelling within the Properties during their period of construction.

23. Final grading of any Lot that affects drainage is subject to the provisions of Article IV hereof, Architectural Control.

24. No structures, such as trailers, tents, mobile units, double wides, basement houses, garages, barns, campers, motor homes, or unfinished buildings shall be erected or placed on Lots for the purpose of temporary or permanent quarters.

25. Use of "All-Terrain" motorized recreational vehicles (whether of two-three-or four or more wheel design) is forbidden. Use of trail bikes, dirt bikes, motorcycles, and other motorized off-road vehicles is forbidden. Use of snowmobiles or other motorized snow or ice recreational vehicles are prohibited. Provided, however, any of the aforementioned vehicles may be used for the maintenance of Common Areas.

26. Each Lot is subject to enforceable easements of record for the transmission of electricity, gas, telephone service, water, cable television service, and other utilities. All such service lines shall be buried beneath ground level.

27. No gas, oil, mineral, quarry or gravel operation shall be permitted on any Lot.

28. Individual wells or water facilities may be drilled and maintained provided that no elevated gravity flow storage system may be constructed and all waterworks shall be screened from view.

29. All fuel tanks must be buried beneath the ground level, except propane tanks not to exceed 5 gallons in size which may be permitted to be maintained above ground.

30. Any driveway to a dwelling from a street or road in the Subdivision shall be paved a minimum distance of fifty feet from the dwelling towards the street or road. At such time as the streets or roads within the Pine Ridge Estates Subdivision are paved, all driveways from said streets to dwellings on Lots in the Subdivision shall be paved.

31. In the event that the dwelling constructed on any Lot is damaged or destroyed by fire, storm, or other cause, repair and/or reconstruction shall commence within sixty (60) days of the date of such damage and shall progress continuously until completion, such completion to be not more than one year following the date of such damage or destruction.

32. Declarant Has Right of First Refusal to Buy Back Undeveloped Lot. The purchaser of any Lot, upon acceptance of the deed to such Lot from the Declarant, hereby covenants that if he/she elects not to develop or build upon said Lot, but rather decides to resell the Lot undeveloped, then he/she must first offer the Lot for sale to the Declarant, or its successors or assigns, at the following price:

- A. The original purchase price paid when the Lot was purchased from Declarant, plus;
- B. The said purchaser's closing costs at that time, including survey, title search, or title insurance, and recording fees, only, plus;
- C. Local real property and school taxes which the purchaser may have paid during his/her ownership of the Lot, plus;
- D. Interest on the aggregate of the sums above, from the date of the purchase of the Lot from the Declarant to the date of the sale back to the Declarant, at the rate of six percent (6%) per annum.

Declarant shall have thirty (30) days from its receipt of a written offer to sell the Lot in order to notify the Lot seller (original purchaser from Declarant) of its intent to repurchase. The written offer shall contain the sale price, together with the calculations used by such seller to arrive at said price. In the event Declarant sends a timely notice of intent to repurchase, the closing shall occur within thirty (30) days following the notice of intent to repurchase. In the event that Declarant fails to send a timely notice of intent to repurchase, said seller may sell the Lot free and clear of this restriction. This restriction shall apply only to vacant Lots.

33. Severability. Invalidation of any one or more of these covenants or restrictions by Judgment or Court Order, shall in no way affect other provisions hereof which shall remain in full force and effect.

## ARTICLE VII

### RULES AND REGULATIONS

1. The Board of Directors of the Association shall have the authority to provide Rules and Regulations for the use of the Common Areas within the Properties, to promote the safe and courteous use of the Common Areas for the general welfare of Lot Owners, tenants, and guests, all within the Properties and such Rules and Regulations shall be binding upon each Owner and Member and subject to enforcement by the Board of Directors. The acceptance of a Deed to a Lot within the Subdivision shall constitute conclusive acceptance of the terms and provisions of such Rules and Regulations and of all covenants and terms and conditions contained in this instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective this 29 day of October, 1997.

SUN ENTERPRISES, INC.

By: Thomas E. Sunderman  
President

STATE OF NEBRASKA )  
                          DODGE )ss  
COUNTY OF SAUNDERS)

On this 29 day of October, 1997, before me, a Notary Public, in and for said county and state, personally came Thomas E. Sunderman, President, Sun Enterprises, Inc., a Nebraska Corporation, who is personally known to me to be the identical person whose name is affixed to the foregoing document and acknowledged the execution thereof to be his voluntary act and deed.

Ljann Slaughter  
Notary Public



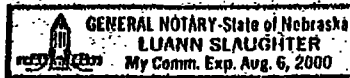
SUN ENTERPRISES, INC.

By: Thomas E. Sunderman  
President

STATE OF NEBRASKA )  
                          DODGE )ss  
COUNTY OF SAUNDERS)

On this 29 day of October, 1997, before me, a Notary Public, in and for said county and state, personally came Thomas E. Sunderman, President, Sun Enterprises, Inc., a Nebraska Corporation, who is personally known to me to be the identical person whose name is affixed to the foregoing document and acknowledged the execution thereof to be his voluntary act and deed.

Luann Slaughter  
Notary Public



Dated ~~December 21~~, 1998,  
January 21, 1999  
(S) (R.S)

Roger V. Schulenberg  
Roger V. Schulenberg  
Judy C. Schulenberg  
Judy C. Schulenberg

STATE OF NEBRASKA )  
                          DODGE )ss  
                                          (R.S)

On this 21 day of January, 1999, before me a Notary Public in and for said county, personally appeared Roger V. Schulenberg and Judy C. Schulenberg, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed, for the purpose therein set forth.

WITNESS my hand and official seal the day and year last above written.



Teri L. Johnson  
Notary Public

SUN ENTERPRISES, INC.

By: Thomas E. Sunderman  
President

STATE OF NEBRASKA )  
                  DODGE )ss  
COUNTY OF SAUNDERS)

On this 29 day of October, 1997, before me, a Notary Public, in and for said county and state, personally came Thomas E. Sunderman, President, Sun Enterprises, Inc., a Nebraska Corporation, who is personally known to me to be the identical person whose name is affixed to the foregoing document and acknowledged the execution thereof to be his voluntary act and deed.

Luann Slaughter  
Notary Public



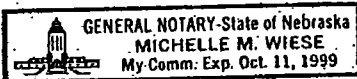
Dated December \_\_\_\_, 1998.

Phillip Wood  
Phillip Wood  
Michelle M. Wood  
Michelle Wood

STATE OF NEBRASKA )  
                  ) ss  
COUNTY OF DODGE )

On this \_\_\_\_ day of December, 1998, before me a Notary Public in and for said county, personally appeared Phillip Wood and Michelle Wood, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed, for the purpose therein set forth.

WITNESS my hand and official seal the day and year last above written.



Michelle M. Wiese  
Notary Public

SUN ENTERPRISES, INC.

By: Thomas E. Sunderman  
President

STATE OF NEBRASKA )  
                  DODGE )SS  
COUNTY OF SAUNDERS)

On this 29 day of October, 1997, before me, a Notary Public, in and for said county and state, personally came Thomas E. Sunderman, President, Sun Enterprises, Inc., a Nebraska Corporation, who is personally known to me to be the identical person whose name is affixed to the foregoing document and acknowledged the execution thereof to be his voluntary act and deed.

Luann Slaughter  
Notary Public



Dated December \_\_\_\_\_, 1998.

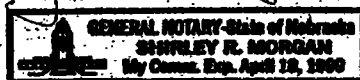
Joseph G. Spellerberg  
Joseph G. Spellerberg  
Julie R. Spellerberg  
Julie R. Spellerberg

STATE OF NEBRASKA )  
                  ) SS  
COUNTY OF DODGE )

On this 24 day of March, 1999, before me a Notary Public in and for said county, personally appeared Joseph G. Spellerberg and Julie R. Spellerberg, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed, for the purpose therein set forth.

WITNESS my hand and official seal the day and year last above written.

Shirley R. Morgan  
Notary Public



# PINE RIDGE ESTATES

WALK PATH EASEMENTS

NEBRASKA STATE HWY #109

1"=200'

