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OF Gen INST# 293

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Declaration of Protective Covenants, Conditions,
Restrictions, Reservations, and Easements
for SUNSET ACRES
by GLAD, L.L.C.

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Article I

Protective Covenants, Conditions,
Restrictions, Reservations, and Easements

The following covenants shall run with the land in Lots One (1) through Fifteen (15) inclusive in Sunset Acres, a subdivision in Saunders County, Nebraska, as surveyed, platted, and recorded and shall be binding on the owners of all said Lots above described and on all persons claiming under them until the first day of June, 2017, unless at any time waived or amended in writing pursuant to this Declaration by the owners of the Lots in said subdivision, and after the first day of June, 2017, said covenants shall be automatically extended for successive periods of ten years unless the then owners of the Lots in said subdivision waive or amend said covenants in whole or in part pursuant to this Declaration. In connection with waiver or amendment of said covenants at any time, the owner of each platted lot in said subdivision shall be entitled to one vote.

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By accepting a deed to any of said Lots, a grantee shall bind himself, his heirs, personal representatives, administrators, successors, assigns, and grantees to observe and perform all covenants as fully as if they had joined in this Declaration, and said grantee by accepting a deed further agree to become a member of any Homeowner's Association later formed by the undersigned or their legal representative for said subdivision, pay the dues therefore, and subject his Lot to the lien of any assessments levied by said Association.

If any grantee, or his heirs, personal representative, administrators, successors, assigns, or grantees violate or attempt to violate any covenant, the undersigned or any other owner may bring suit in law or equity against the person violating or attempting to violate such covenant, either to prevent him from so doing by injunction or for damages for such violation, or to require said grantee to become a member of a Homeowners' Association, if later

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formed by the undersigned or their legal representative, and pay the dues and assessments of such association as above set forth.

All references herein to "the undersigned" shall refer only to David S. George and Theodore M. George, and all rights, powers, options and privileges reserved to them shall pass to the assignee or nominee of David S. George and Theodore M. George only, or to the survivor of them, and to the assignees or nominees or heirs, successors and the personal representative of such survivor.

Article II

Definition of a Single Lot and

Maximum Number of Residences to be Permitted

A single Lot for the purposes of this declaration is a Lot as now platted. It is the intention of the undersigned to permit construction of a total of no more than fifteen single-family residences in said subdivision.

Article III

Building Restrictions

No Lot shall be improved except in accordance with the following minimum specifications as to size, style, design, type and location of improvement:

1. All lots and building sites shall be used only for single family purposes and for accessory structures incidental to residential use.
2. The structure comprising a single-family residence shall consist of a detached dwelling designed to accommodate a single person or a single family group of not more than two and one-half stories in height which shall be constructed in compliance with the following restrictions:
 3. The ground floor enclosed area of every one-story dwelling exclusive of open porches, open breezeways, basements and garages, shall be not less than One Thousand Five Hundred (1,500) square feet of finished space on the main living area.
 - a. The ground floor enclosed area of every two-story or one and one-half story dwelling exclusive of open porches, open breezeways, basements, and garages shall be not less than Eleven

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Hundred (1,100) square feet on the first floor, and the ground floor and other floors combined, shall be not less than One Thousand Five Hundred (1,500) square feet of finished floor area.

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b. The ground floor enclosed area of every split-level type of dwelling with the garage built under the dwelling shall have combined ground floor area including the floor area above the garage, exclusive of open porches, open breezeways, basements, and garages or not less than One Thousand One Hundred (1,100) square feet, and the ground floor and other floors combined shall be not less than One Thousand Five Hundred (1,500) square feet of finished floor area.

c. All set backs for buildings shall conform to those drawn on the final plat of the Sunset Acres Subdivision.

d. All dwellings shall have attached or detached enclosed garages of not less than Four Hundred and Fifty (450) square feet. The enclosed garage shall have a minimum of two stalls with each stall being so structured as to allow ease of ingress and egress of a standard size automobile into each stall simultaneously. All garages must be constructed to conform to the general appearance, composition, and design of the main dwelling. No carports will be allowed.

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e. Any detached building or other structure constructed must conform to the general appearance, composition and design of the main dwelling. No such building or structure shall be constructed between the front house line and the front property line. Any construction must comply with all applicable governmental zoning regulations and minimum set-back requirements.

f. No dwelling, garage or building shall be built, altered, constructed or maintained on any Lot unless same shall conform to the restrictions and covenants of this Declaration and unless the Owner thereof shall have obtained the express written approval for such construction from the undersigned or their legally designated representative. Any construction shall conform to the general appearance, exterior color or colors, harmony or external design and location in relation to surroundings and topography and other relevant architectural factors, location within Lot boundary lines, quality of construction, size and suitability for residential purposes of such single-family residence. Prior to any construction or grading on a Lot

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the Owner must first submit construction plans to the undersigned and secure their written approval thereof. Plans shall include site plans showing location of residence, other buildings, and structures. Said plans shall include at least one (1) exterior elevation, exterior materials, floor plan, foundation plan, plot plan, landscaping plan, drainage plan, and site lines. Plans will not be returned to the Owner. Within thirty (30) days after receipt of said plans, the undersigned shall either notify the Owner in writing of their approval of plans or of disapproval with reasons therefore, but if undersigned shall fail to send either notice within the 30-day period, then such plans shall be deemed approved, provided that said request shall have been sent by certified mail to the undersigned.

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g. No dwelling may be built of material other than wood, stone, brick, brick veneer, or combination thereof. Exposed foundation on the front of the dwelling shall be brick or stone-face. Roofs shall be covered by standard roofing materials. All chimneys shall be enclosed and faced with wood, vinyl, steel, brick, or stone. Each dwelling shall have a minimum of 40% brick or stone facing on the front elevation. No form of plain concrete block shall be allowed for facing on the front of any dwelling. All facing shall be of decorative wood, stone, or brick. No dwelling, garage, or building shall be of flat roof design.

h. No playground or recreational equipment or other constructed facility shall be built, placed, or maintained forward of the front line of any dwelling, other than concrete, brick, or stone sidewalk connecting house, street, and driveway. No fence or wall of any type shall be constructed between the front house line and front property line or along the front property line unless same is a decorative fence or wall and is approved in writing by the undersigned or their legally designated representative.

i. No dwelling shall exceed two and one-half (2 ½) stories nor thirty-five (35) feet in height and no permitted structure including the dwelling shall exceed sixty-five (65) feet in height.

j. All front and side yards shall be sodded or seeded. All utility lines leading from lot line to dwelling shall be placed underground. No above ground storage tanks shall be allowed except for propane tanks.

k. Each dwelling constructed shall have a hard surface driveway of a minimum width of twelve (12) feet and length of thirty (30) feet and said driveway shall be constructed of either asphalt or concrete. The driveway shall be installed at the time of the construction of the dwelling.

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l. Provided the provisions of the covenants, conditions, and restrictions contained herein are met, one (1) external building will be allowed. The maximum building size will be no more than two (2) stories, and will not be larger than two thousand four hundred (2,400) square feet.

m. No substantial landscaping, antenna, ditch, fence, pool, tennis court, wall, or other structure or associated structures, in any location within public view, will be altered, built, constructed, erected, installed, planted or otherwise maintained or undertaken on any Lot unless same shall conform to the restrictions and covenants of the Declaration.

n. After commencement thereof, all approved or permitted construction on any Lot will be as diligently as practicable prosecuted to completion and no approved or permitted construction will be maintained on any Lot in uncompleted or unfinished conditions for more than twelve (12) months after approval is obtained.

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o. No material other than earth, sand, rock, or gravel shall be used as fill on any Lot. The general grade and slope of a Lot shall not be altered or changed substantially without prior written permission of the undersigned or their legally designated representative.

p. No aerial towers shall be erected or maintained on any Lot or any improvement thereon unless approved by the undersigned or their legally designated representative.

Article IV

Use Restrictions

1. The following restrictions are imposed upon the Lots for the benefit of each other lot and may be enforced by an Owner or the undersigned or the undersigned's legally designated representative.

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a. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence, temporary or permanently, nor shall any structure of a temporary character be used as a residence, except structures now existing.

b. No building material of any kind or character shall be placed upon any Lot except in connection with construction approved in this Declaration. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and diligently prosecuted. Upon completion of the construction, debris must be removed from the area.

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c. One hoofed animal per acre per lot, including horses, excluding swine, is permitted. All other animals, livestock or poultry of any kind shall not be raised or kept on said real estate except that dogs, cats or other household pets are permitted, provided they are not kept, bred or maintained for any commercial purpose and are confined to the lot of the owner.

d. No noxious or offensive trade or activity shall be carried on on this property, nor shall anything be done thereon which may be or become an annoyance or nuisance to residents. No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over, or across any land in the subdivision, nor shall hunting or trapping be permitted in any manner whatsoever. All lots shall be kept free of trash and debris and weeds shall be kept cut to a height of not more than 12 inches above the ground level.

e. With the exception of two chattels, whether they be boats, campers, tractors, utility trailers or a combination thereof, which may be left unenclosed, all other such chattels must be maintained in an enclosed structure. The two or fewer unenclosed chattels shall be stored to the rear of the Lot and behind the residence.

f. No advertising sign or other poster shall be maintained on any Lot except that a sign belonging to an Owner advertising his Lot for sale may be maintained provided that said sign is not larger than four (4) square feet.

g. Power mowers and other power equipment shall not be operated before eight o'clock A.M. or after nine o'clock P.M.

h. All Owners shall observe posted speed limits set by the undersigned when operating motor vehicles on the private roads servicing Sunset Acres.

Article V

Roadway Maintenance, Use, and Easement

1. Owners of lots 2 and 3 shall equally share the cost of maintaining the shared portion of their driveway.

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2. The cost of maintaining Sunset Drive shall be equally divided among the owners of lots 4 through 15. Lot owners shall be responsible for 1/12 of the road maintenance expense per lot owned. Maintenance costs include all of road and drainage easement upkeep; road rock, grading, culverts, ground cover and contour of ditches and drainage easement. Any proceeds from the harvest of cover vegetation shall be applied toward maintenance.

3. The owner of lot 15 reserves the right to utilize drainage easement, plant and harvest grass, graze, etc. However, said owner shall not in any way interfere with the drainage easement as originally engineered.

4. GLAD, L.L.C., while under ownership of lot 13, reserves sole right to file a roadway easement across lot 13. Such easement would be a 60 foot strip of land lying either on the East or West boundary of lot 13. Said property would be dedicated to the county and used to connect Sunset Drive to the property adjoining the South boundary of Sunset Acres. No other lot owners have rights to create such easements.

Article VI

Easement for Public and Private Utilities

1. A perpetual license and easement is hereby reserved for the benefit of the various public and private utility services, their successors and assigns, over, upon and below a five (5) foot strip of land adjoining the rear, side and front boundary lines of each Lot to locate, erect, construct, reconstruct, inspect and maintain sanitary sewers, storm sewers drains, gas and water mains and lines, electric lines, telephone lines, television antenna lines, and other utilities necessary for this subdivision. The parties to whose benefit this reservation may run may enter upon said easement area without the

consent of the then record Owner of said property, at any time, in order to locate, erect, construct, reconstruct, inspect and maintain the above described improvements. No trees, shrubbery, structures, buildings, fences, pavements or similar improvements shall be grown, built or maintained within the area of a utility easement or right-of-way which may damage or interfere with the use of the easement. All hookups or other access to any public or private utility shall be at the Lot Owner's sole expense.

2938 2. A perpetual easement is hereby granted to the Omaha Public Power District to construct, operate, maintain, repair and remove underground wiring for the carrying and transmission of electric current for lights, heat and power and for all telephone and telegraph message purposes on, above, under or across a strip of land five (5) feet in width on each side yard line and each front yard line and a ten (10) foot wide easement across the rear lot line of each Lot described on Page One of this Declaration of Covenants and Restrictions. No permanent buildings, trees, fences, pavements, retaining walls loose rock walls or similar improvements shall be grown, built or maintained within the area of the utility easement or right of way which may damage or interfere with the use of the easement.

Article VII

Amendments

These covenants and restrictions may be amended during the first twenty (20) years from the date of the recordation of this Declaration by an instrument signed by not less than eighty percent (80%) of the Lot Owners and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be properly recorded.

Article VIII

Enforcement

Enforcement of these covenants and restrictions may be brought by the undersigned, their legal representative, the Homeowners' Association, or any owner of a Lot by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association, or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter. However,

nothing herein contained in this Declaration shall in any way be construed as imposing upon the undersigned, their legal representative, the Homeowners' Association, or Owners any liability, obligation or requirement to enforce this Declaration or any of the provisions contained herein.

Article IX

Severability

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Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect. The invalidity of any one of these covenants or restrictions, or inapplicability hereof as to any Lot encompassed within these covenants and restrictions remaining or their applicability as to the Lots remaining subject hereto.

Article X

Assignment

1. The rights, powers and responsibilities of the undersigned as outlined and contained in this Declaration may be assigned and delegated by the undersigned to any Architectural Control Committee of three or more representatives appointed by the undersigned.

2. If the undersigned assigns and delegates their duties under this Declaration to an Architectural Control Committee, then the Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on lands within the subdivision conform to and harmonize with existing surroundings and structures pursuant to this Declaration.

3. The undersigned or the Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the undersigned or the Architectural Control Committee fails to take any action within thirty (30) days after requests have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with provided that said request shall have been sent by certified mail to the undersigned or the Architectural Control Committee.

4. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.
5. The Architectural Control Committee shall maintain written records of all applications.
6. The undersigned or the Architectural Control Committee shall not be liable for damages to any person submitting requests for approval or to any Owner within the subdivision by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such applications or requests.

Article X

Modification

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The undersigned or their assignee, the Architectural Control Committee, for the purpose of avoiding undue hardship, shall have the right to waive partly or wholly the application to any Lot of any covenant, restriction, or easement described herein. Any such waiver, however, must be in writing.

IN WITNESS WHEREOF, the undersigned, Owners of real estate described herein, have executed this Declaration the day and year first above written.

David S. George

6-19-97

David S. George