

**SUNRISE ESTATES
COVENANTS**

98 MAR 23 AM 10:02

CHARLOTTE L. POTTS
CLERK OF WASHINGTON COUNTY

THIS Declaration is made as of the _____ day of _____, 1998, by
GARY V. MATHIESEN and JO E. MATHIESEN, Husband and Wife, ROGER D.
MATHIESEN and JUDY K. MATHIESEN, Husband and Wife, and BYRON L. MOSS and
RUTH A. MOSS, Husband and Wife, hereinafter called the "Declarants", WITNESSETH:

WHEREAS, Declarants are the owners of a subdivision in Washington County,
Nebraska, known as "SUNRISE ESTATES" and more particularly described as follows
(hereinafter called "Tract"):

Lots 1 - 10 (inclusive) in Sunrise Estates, an
Addition in Washington County, Nebraska

WHEREAS, Declarants said the Tract described hereinabove has been developed for
residential purposes for the construction of single family dwellings, and

WHEREAS, Declarants desire hereby to impose upon said Tract mutual and beneficial
restrictions, covenants, conditions, and charges under a general plan for the benefit of the owners
of said Tract and future owners of the same until December 31, 2020.

NOW, THEREFORE, in consideration of the promises, Declarants, for themselves, their
successors, assignees, and all future grantees and successors in title, do hereby impose, create and
place upon the Tract described hereinabove the reservations, conditions, covenants, and
restrictions (all of which are hereby termed "restrictions") contained hereinbelow. Declarants
further declare that said Tract is held and shall be held, conveyed, hypothecated or encumbered,
leased, rented, used and occupied, subject to the provisions of this Declaration, all of which is
declared to be in furtherance of a plan for the development, improvement and sale of tract within
said Tract, and are established for the purpose of enhancing the value, desirability and
attractiveness thereof. The provisions of the Declaration are intended to create mutual equitable
servitudes upon the Tract; to create reciprocal rights between the respective owners of individual
tracts therein; to create a privity of contract and estate between the grantees thereof, their heirs
and assigns and shall, as to the owners of any interest in said Tract, their heirs, successors and
assigns, operate as covenants running with the land for the benefit of each and all other owners of
said Tract and this shall be so even if said restrictions are omitted from any deed or instrument of
conveyance of said lands, or any part thereof.

The term of these Covenants shall be for a period which shall expire December 31, 2020.
These Covenants shall automatically renew for an additional fifteen (15) year period unless a
majority of the tract owners terminate at the end of the primary term by written termination.

The restrictions contemplated by this Declaration are herewith stated to be as follows:

A. Said Tract shall be used only for single family residential purposes except such lots or
portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public,
church, or educational uses. All accessory building shall be of wood, decorative masonry, or
metal construction (excluding quonset huts and non-factory designed and built metal buildings
which are prohibited on the Tract), shall be set back a minimum of ten (10) feet from the front of
the residence, and shall conform to good architectural design, and be harmonious and
aesthetically compatible with neighboring properties. Accessory building shall be defined as
buildings normally appurtenant to single family residences and the normal uses thereof.

B. No structure, other than an accessory building, shall be erected, altered, placed or
permitted to remain on the above-described Tract, hereinafter defined other than one single
family dwelling, not to exceed thirty-five (35) feet in height, with a garage for not less than two
(2) cars. Upon the commencement of construction of any residence or building, the residence or
building must be completed within twelve (12) months thereafter.

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 1223
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 23rd DAY OF March, A.D. 1998
AT 10:02 O'CLOCK A. M. AND RECORDED IN BOOK
279 AT PAGE 448-451
CLERK COUNTY CLERK Charlotte L. Potts
DEPUTY James Madison

C. No noxious or offensive trade or activity shall be carried on upon said Tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No posters, signs, billboards or any advertising signs of any kind (except residential "For Sale" and "No Hunting" signs not exceeding two feet by two feet (2' x 2') in size) shall be erected on any Tract. The above restriction as to signs does not apply to signs erected by Gary V. Mathiesen, Jo E. Mathiesen, Roger D. Mathiesen and Judy K. Mathiesen (hereinafter collectively referred to as "Developers") or their agents in the development and sale of the lots in the "Tract" or of the adjoining property. All weeds or grass shall be kept cut down and reasonably maintained. Noxious weeds shall not be allowed to go to seed. Crop land conservation practices must comply with Agricultural Stabilization & Conservation Service and Soil Conservation Service standards. No down spouts, storm or surface drains shall be connected to sanitary sewers.

All excavations, including utility trenches, shall be kept filled, compacted and maintained by the then owner of each lot in said Tract.

D. No trailer, trailer house, mobile home, tent, shack, barn or temporary structure or outbuilding of an unsightly nature shall be placed or erected on said Tract. Dwellings constructed in another addition or location and previously occupied shall not be moved onto this 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.

E. No fences shall be constructed in front of the residential structure except decorative fences constructed of brick, stone, metal, wood, or plastic. Side and rear yard fences shall be painted and/or maintained in such a manner so as not to be unsightly to the neighboring properties.

F. The minimum dwelling size on the Property shall be as follows:

1. For a ranch style (one level) or split entry home, the ground floor (or main) level shall contain not less than 1,500 square feet of finished living area.
2. For a split-level, tri-level, or multi-level home, the top three (3) levels shall contain a total of not less than 2,000 square feet of finished living area.
3. For a one and one-half (1 1/2) story or two (2) story home, the ground floor (first floor) shall contain not less than 1,000 square feet of finished living area, and the total finished living area for the first and second floors shall contain not less than 1,800 square feet.

The computation of "finished" living area shall be exclusive of porches, breeze ways, and garages. The maximum height for any building shall be two (2) stories above grade (not to exceed thirty-five feet (35')). The exposed foundation walls must be painted if not brick or stone veneer. Home exteriors may be painted. Outdoor garbage and trash containers are prohibited unless screened from view of other properties with a privacy fence or year-around vegetation.

G. Grading of the building site in preparation for construction of the dwelling on said Tract shall be kept to a minimum and the natural contours of the land shall be preserved where feasible. No material other than earth, sand, rock, or gravel shall be used as fill on any lot. The existing terraces must be maintained and may not be altered without the permission of the property owners below or "downstream" from the terrace.

H. No building or residence shall be located on the Tract nearer than ninety feet (90') to the center line of any County maintained road. No residence or building shall be located nearer than fifty feet (50') to a side or rear property line.

I. Recreation-type vehicles, trailers, campers, boats, trucks, tractors, equipment, or machinery must be parked or stored in a building or in a manner as not to be visible from neighboring properties.

J. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited on any lot except in an enclosed garage or building.

K. Any and all animals or livestock maintained on the Tract shall be kept in accordance with requirements of Nebraska law and zoning resolutions of the City of Blair, Nebraska. All structures used for the housing or maintenance of animals or livestock, and any areas where animals or livestock are maintained or kept shall be maintained at all times in a neat, clean, and orderly manner by the owner of the Tract. The maintenance of swine of any type shall not be permitted on the Tract. Birds, cats, or dogs may be kept, provided that they are not raised, bred or maintained for any commercial purpose.

L. A perpetual license and easement is hereby reserved in favor of and granted to The Blair Telephone Company, Omaha Public Power District, and Peoples Natural Gas, their successors and assigns, to erect and operate, maintain, repair and renew underground utilities, and their accessories, and, to any other instrumentalities for the supply of electric power, gas, water, telephone and cable television or other utilities under and upon an eight foot (8') strip of land adjoining the perimeter boundary lines (outer boundary) that divide the subdivision for other property, and an eight foot (8') strip of land adjoining the side and rear boundary lines of each of said lots in said subdivision; said license being granted for the use and benefit of all present and future owners of lots in said subdivision. All electric power, telephone, and other utility service lines shall be placed underground.

This Declaration executed on the day and year above written.

Gary V Mathiesen
GARY V. MATHIESEN

Jo E. Mathiesen
JO E. MATHIESEN

Roger D Mathiesen
ROGER D. MATHIESEN

Judy K Mathiesen
JUDY K. MATHIESEN

BYRON L. MOSS

RUTH A. MOSS

STATE OF NEBRASKA)
) :ss:
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 23rd day of March, 1998, by Judy K. Mathiesen



Sandra E. Sonderup
Notary Public

STATE OF NEBRASKA)
) :SS:
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 23 day of March,
1998, by Roger W. Mathiesen



Kay Martin
Notary Public

STATE OF NEBRASKA)
) :SS:
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 23 day of March,
1998, by Gary W. Mathiesen and Jo E. Mathiesen



Kay Martin
Notary Public

STATE OF NEBRASKA)
) :SS:
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____,
1998, by _____

Notary Public