

FILED

SUGAR GROVE COVENANTS

98 JUN 26 AM 10:45

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY CLERK  
BLAIR, NEBRASKA

*SS*

These covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate: Lots One, Two, Three, Four, Five and Six (1, 2, 3, 4, 5 & 6), Sugar Grove Subdivision, in the City of Blair, Washington County, Nebraska.

All lots contained in said addition, are and shall henceforth be owned, held, used, and conveyed, subject to the following conditions, restrictions, and covenants.

A. Said lots shall be used only for single family residential purposes except lot #6, which will be allowed a duplex, not to exceed a two family dwelling on said lot, and, such lots or portions thereof as may thereafter be conveyed or dedicated by the undersigned for public, church, educational or non-profit recreational uses.

B. No structures shall be erected, altered, placed or permitted to remain on any lot, other than one single family dwelling, not to exceed two stories in height, with attached garage for not less than two cars, nor more than three cars. No dwelling shall be of flat roof design.

C. No residential structure shall be erected or placed on any lot which has an area less than the prescribed minimum square footage requirement for RM Zoning, in effect June 1, 1998. All front yard, side yard and rear yard set back requirements shall conform to the Zoning Ordinances of the City of Blair, Nebraska.

Recorded   
General   
Numerical   
Photostat   
Proofed

983069  
STATE OF NEBRASKA COUNTY OF WASHINGTON) SS  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 26th DAY OF June A.D. 19 98  
AT 10:45 O'CLOCK a.m. AND RECORDED IN BOOK  
284 AT PAGE 775-780  
County CLERK Charlotte L. Petersen  
Deputy Karen Madsen

D. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No posters or advertising signs of any kind (except residential "For Sale" signs) shall be erected on any building lot. The above restriction as to signs does not apply to signs erected by the undersigned and its agents in the development and sale of the subdivision. No outside above-ground trash or garbage piles, burners, receptacles, or incinerators shall be erected, placed or permitted on any building lot. All weeds and grass shall be kept cut down to a maximum height of eight inches above ground level. No down spouts, storm or surface drains shall be connected to sanitary sewers. No animals, livestock or poultry of any kind shall be raised, bought, or kept on said lots, except that dogs, cats, or other household pets are permitted if they are not kept, bred or maintained for any commercial purpose. All excavations, including utility trenches, shall be kept filled, compacted and maintained by the then owner of each lot and in no event will the undersigned or its agents and associated entities be or become liable for such work or maintenance or for any claims arising from such excavations. No material other than earth, sand, rock, or gravel shall be used as fill or back fill on any lot.

E. No trailer, shack, barn, detached building, or temporary structure shall be placed or erected on said real estate, except that one detached building no larger than 12' x 14' matching the roof design, color, and building material of the main residence may be constructed on any lots.

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. No building materials shall be placed on any lot until construction has started on the main residential structure.

F. No fences shall be erected in front of the main residential structure, except decorative fences no more than forty-two inches (42") in height, constructed of brick, wrought iron, stone, or wood and being fifty percent (50%) open. Side and rear yard fences shall not exceed six feet (6') in height and may be constructed of chain link, brick, stone, wrought iron, or wood on all lots.

G. The exposed front foundation walls and any exposed foundation walls facing any street must be constructed of or faced with brick or other material approved by Sugar Grove. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, or other material approved in writing by Sugar Grove.

H. A public sidewalk shall be constructed of concrete four feet (4') wide by four inches (4") thick in front of each lot and upon each street side of each corner lot. The sidewalk shall be placed five feet (5') back of the street curb line 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 to comply with any requirements of the City of Blair.

I. All telephone, electrical, and other utility lines must be located underground. No outside radio or television antennae, TV Dish, or other electronic antennae shall be erected on any building lot.

J. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements, and garages, shall be not less than the following minimum sizes on the following lots:

- 1) Lots shall have 1500 square feet finished living area for one story and split-level dwellings and 1800 square feet of finished living area for one and one-half story dwellings and 2200 square feet of finished living area for two story dwellings.

K. No repair of boats, campers, automobiles, trucks, motorcycles, or similar vehicles or similar activities will be permitted outside of the garage on any lot for any longer than forty-eight hours, unless an emergency. No garden, lawn or maintenance equipment of any kind shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from all other lots in the addition. Garage doors shall have automatic openers.

L. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck, or similar items shall be maintained or stored on any part of a lot (other than in an enclosed structure) for more than forty-eight (48) continuous hours or more than twenty (20) days within any calendar year. No motor vehicle may be parked or stored outside on any lot, except motor vehicles driven on a regular basis by the occupants of the dwelling located on such lot.

M. A perpetual easement is hereby reserved in favor of and granted to THE BLAIR TELEPHONE COMPANY, CITY OF BLAIR, O.P.P.D., CABLE T.V. and PEOPLES NATURAL GAS, their successors and assigns, to erect and operate, maintain, repair and renew underground utilities and their accessories and other instrumentalities for the supply of electric power, gas, sanitary sewer, storm sewer, water, telephone and cable TV under and upon a five foot (5') strip of land adjoining the front, rear, and side boundary lines of each of said lots in said addition. Said license being granted for the use and benefit of all present and future owners of lots in said addition.

N. These covenants, restrictions and conditions shall run with the land and continue until January 1, 2018, after which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the owners of said land shall have been recorded in the office of the County Clerk of Washington County, Nebraska, agreeing to amend, change, or terminate same in whole or in part.

If any person, firm or corporation shall violate or attempt to violate any provisions hereof, any owner of real estate in such addition shall be empowered and entitled to bring any action or proceeding to prevent or to restrain the continuance of such attempt or violation or to recover damages occasioned thereby. If any provisions hereof shall be adjudged unlawful or unenforceable, the same shall in no manner affect or change the other provisions hereof, which shall remain in full force and effect.

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IN WITNESS WHEREOF, the Declarants have caused this Declaration to be duly executed the date and year first aforesaid.

SUGAR GROVE

*Marvin Daniels by Doris Detjens*

Marvin Daniels by Doris Detjens, CONSERVATOR AND Attorney in Fact for Marvin Daniels

STATE OF NEBRASKA )

) :ss:

WASHINGTON COUNTY )

On this 24 day of JUNE, 1998, came

*DORIS DETJENS Attorney in Fact for Marvin Daniels and*  
*Conservator for Marvin A. Daniels*

personally known to me to be the owners of Sugar Grove and having been first duly sworn, stated that they subscribed their signatures to the above, and that their signatures are their voluntary act and deed.

Licensed Notary - State of Nebraska  
JOHN E. SAMSON  
My Comm. Exp. 2/4/04

*John E. Samson*  
\_\_\_\_\_  
NOTARY PUBLIC

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