

ID: 202303103
County: Dodge
Date: 8-3-23 Time: 11:53

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SUNRIDGE PLACE SECOND ADDITION REPLAT 1,
A SUBDIVISION IN
DODGE COUNTY, NEBRASKA**

THIS DECLARATION OF COVENANTS made on August 1, 2023 by DPA SUNRIDGE LLC hereinafter referred to as "Declarant", said Declarant being the owner of all of the property described below.

WITNESSETH:

WHEREAS, Declarant is the Owner of the following described real property:

A parcel of land located in the NW ¼ of Section 19, Township 17 North, Range 9 East of the 6th P.M., Dodge County, Nebraska, more particularly described as follows:
Lots 1-46, Block 1, Lots 1-8, Block 2, Lots 1-6, Block 3, Lots 1-7, Block 4, and Lots 1-53, Block 5, SunRidge Place Second Addition Replat 1.

Said above described Lots are hereafter collectively referred to as the "Lots" or as the "Subdivision", and any reference to "the subdivision" shall mean those Lots above described.

WHEREAS, The Declarant will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, the Declarant hereby declares that all of the lots described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots. These easements, covenants, restrictions and conditions shall run with said real property and shall bind upon all parties having or acquiring any right, title or interest in the above described lots or any part hereof and they shall inure to the benefit of each owner thereof. Prior Declarations of Covenants filed August 13, 2018, as Instrument #201803733 and prior Amended Declarations of Covenants filed July 30, 2019 as Instruments #201903547 and #201903702 on a portion of the above described Lots are hereby repealed, and replaced in their entirety by this Declaration of Covenants.

**ARTICLE I
DEFINITIONS**

- A. "Association" shall mean and refer to SunRidge Place Homeowners Association, Inc., a Nebraska Non-Profit Corporation filed with the Nebraska Secretary of State on June 16, 2019, 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 above described, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each lot is required to be a member of the Homeowners Association and abide by the Association's bylaws.
- C. "Properties" shall mean and refer to that certain real property hereinbefore described.

- D. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.
- E. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties.
- F. "Median" shall mean the island area of the entrance to Military on SunRidge Lane, which is owned by the SunRidge Place Homeowner's Association.
- G. "Outlot" shall mean Outlot 1, Sunridge Place First Addition which is owned by SunRidge Place Homeowner's Association.
- H. "Declarant" shall mean and refer to Don Peterson & Associates Real Estate Co or DPA SunRidge LLC., its successors and assigns.
- I. "Member" shall mean and refer to those person entitled to membership as provided in the Articles of Incorporation of the Association.
- J. "Architectural Control Committee" shall consist of a committee of three (3) members who shall be appointed by the Board of Directors of DPA SunRidge LLC ., its successors and assigns, which Architectural Control Committee shall remain in place until 100% of the Subdivision Lots are sold, unless control is earlier turned over to the Association by the developer.

ARTICLE II
ARCHITECTURAL CONTROL

- A. The Architectural Control Committee shall consider general appearance, architectural character, harmony of external design and location in relation to surroundings, topography, location within the lot boundary lines, size and suitability for residential purposes as part of its review procedure. Designs of a repetitive nature and/or within close proximity to one another may not be approved. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties. The Architectural Control Committee, before approving plans, will make a determination that the plans conform to the conditions set forth in this Declaration of Covenants.
- B. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate, and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or drawings:
 - 1. Site plan prepared by a licensed architect or surveyor indicating specific improvements and indicating lot number, street address, and sidewalks. Site layout before excavation is to be performed by a licensed surveyor.
 - 2. Complete construction plans, including, but not limited to, basement, main floor and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

3. Such plans shall include a description of type, quality, color and use of materials proposed for the exterior of such improvements.
 4. The applicant's name, address and telephone number shall appear on each set of plans submitted to the Architectural Control Committee. If applicant wishes that his plans be returned via the mail, he shall include with his submittal an additional Five Dollars (\$5.00) for postage and handling.
- C. The approval or disapproval of the Architectural Control Committee, as required in these covenants, shall be in writing. Typically, approval or disapproval of the submittal shall be made within five (5) working days. Failure of the Architectural Control Committee to give either written approval or disapproval of the submitted plans within twenty (20) days after receipt of all of the documents required above by mailing such written approval or disapproval to the last known address of the applicant, as shown on the submitted plans, shall operate as approval of the proposed improvement.

ARTICLE III
RESTRICTIONS FOR RESIDENTIAL DWELLINGS

- A. The following lots shall be used only for single family residential dwelling purposes and no Lot shall contain more than one (1) detached, single family dwelling: Block 1 Lots 1-38, Block 2 Lots 1-8, Block 3 Lots 1-6, Block 5 Lots 1-53. The following lots shall be used for single family, townhome or duplex residential dwellings only: Block 1 Lots 39-46, Block 4 Lots 1-7.
- B. The minimum size of permanently enclosed living space for detached, single family dwellings shall be 1,000 square feet per home, excluding basement and garage areas, with 750 square feet to be on the main floor unless a variance is approved by the Architectural Control Committee. Each dwelling must have at least one (1) attached and enclosed garage stall.
- C. The minimum size of permanently enclosed living space of each unit of a duplex or townhome shall be no less than 800 square feet per unit. Such 800 square feet per unit measurement pertains to the main floor only and excludes basement, porch, second stories and garage areas. Each dwelling must have at least one (1) attached and enclosed garage stall.

General Provisions All Lots

- A. No dwelling shall exceed two stories in height, however, it is understood that the maximum height may vary with each location.
- B. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of the City of Fremont and any revisions thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.
- C. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.
- D. Vegetable gardens and rock gardens shall be permitted only behind the dwelling on improved lots and only if maintained in the designated rear yard.

- E. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.
- F. All driveways shall be constructed of concrete or brick. Driveway approaches between the sidewalk and curb on each Lot shall be constructed to City of Fremont standards and design.
- G. None of 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 shall contain at least as much area as the smallest of the Lots used in assembling the resulting parcel.
- H. All telephone, cable television, and electric power, gas and water service lines from property line to dwelling shall be underground.
- I. 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 Lots.
- J. Final grading on any lot that affects drainage is subject to the approval of the Association's Architectural Committee.

ARTICLE IV
HOMEOWNERS ASSOCIATION

- A. Every owner of a Lot as legally described in the opening paragraph of these Declarations shall be a member of the SunRidge Place Homeowners Association, which was established on June 16, 2019. Said Association was established for the purpose of maintaining, improving, and replacing the landscaping in the entry islands, cul-de-sac islands and any other outlots which may be owned, and for all the other purposes set forth in its Articles of Incorporation and these Declarations. The Association shall own all the outlots in the subdivision and shall pay the real estate taxes assessed to the outlots. All Lots included in the Subdivision shall be subject to these Covenants. Membership shall be appurtenant to and may not be separated from ownership of any Lot.
- B. 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 agrees to pay to the Association regular annual maintenance assessments for charges for the purposes hereinafter set forth, which assessments, together with interest, costs and reasonable attorney's fees shall be and constitute, until paid, a continuing charge against and a lien upon such Lot or property against which each such assessment is made. Except, that lots owned by DPA SunRidge LLC, Don Peterson & Associates. or its successor in interest are not subject to payment of the annual dues.
- C. These covenants acknowledge that a separate set of covenants and a separate lot owners association, the SunRidge Place Commercial Association, (hereafter the "Commercial Association") has or will be created for Lots 1, 2, 3, and 4, Block 1, Sunridge Place First Addition (hereafter the "Commercial Lots"), and that said commercial lots are not members of SunRidge Place Homeowners Association (the "Homeowners Association"). The commercial association and the homeowners association shall each be responsible for 50% of the cost of maintenance and upkeep of Outlot 1, Sunridge Place First Addition, and the Median, which is the island area of the entrance to Military on SunRidge Lane, both of which are owned by the SunRidge Place Homeowner's Association. The homeowners association shall be responsible for arranging and directing the work needed to maintain said Outlot 1 and the Median. As expenses are incurred for the maintenance of said Outlot and Median, the homeowners association shall

bill the commercial association for 50% of the expense, which invoice shall be reimbursed by the commercial association within 30 days of billing. In event the homeowners association fails to properly maintain Outlot 1 and the Median, the commercial association shall be entitled to take over said maintenance, but with the homeowners association obligated to contribute its 50% of the commercial association's budgeted cost for said maintenance by May 1st each year. At the end of each calendar year any excess or deficiency between actual cost and budgeted amount will be adjusted by the two associations and credited or debited as appropriate to the next year's required contribution.

- D. The assessments levied by the Association shall be used without any part of the net earnings inuring to the private benefit of its members. Assessments shall be used to maintain SunRidge Place Subdivision as described in Paragraph A above. The Association shall also be authorized to expend portions of the assessments for such purposes as are approved by the Association in its budget adopted at the duly called annual meeting of the Association.
- E. Before each fiscal year, the Board of Directors of the Association shall adopt and establish, in reasonably itemized detail, an annual budget and shall set the annual dues assessment for the then anticipated fiscal affairs and general operations for the Association for that year, and in event that deadline is missed then the budget and dues assessment shall be set no later than the Board of Directors meeting immediately following the annual meeting of members. At a minimum the annual dues assessment shall be sufficient to fund the budget for the fiscal year. The Board of Directors shall levy and collect annual dues assessments as follows: the annual dues levy as well as any special assessments shall be levied and charged per address as established by the U.S. Postal Service, up to a maximum amount per platted lot equal to five times the per-address assessment amount. For example, the owner of a duplex will be charged two assessment amounts. If a current platted lot is later subdivided into two or more platted lots each such subdivided lot shall be treated as a separate lot for purposes of the annual assessment and any special assessment.
- F. The regular annual assessments provided herein as to all improved Lots shall commence the first day of the month following the month during which the dwelling was substantially completed. The first regular annual assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the annual assessment shall be sent either by hand deliver, U.S. mail, or electronically, to every Owner subject thereto either before the annual meeting or within seven days thereafter. The due date shall be thirty days after the annual meeting unless a later date is established by the Board of Directors, but if the written notice of dues is not sent at least by seven days after the annual meeting the due date shall be thirty days after the notice is sent. The Association shall, upon demand and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.
- G. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the maximum legal rate allowable by law in the State of Nebraska. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any Court having jurisdiction of actions for the enforcement of such liens.
- H. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

- I. The Homeowners Association is a non-profit corporation and its Articles of Incorporation and Bylaws, to the extent not inconsistent with this Declaration, are hereby incorporated herein by this reference. In the event of any conflict between the Articles and/or Bylaws of the corporation and this Declaration, then this Declaration shall control.
- J. Each Lot is a member of the association and is allocated one vote each for all voting purposes. If a current lot is later subdivided into two or more lots, each such subdivided lot shall be a member of the association and shall have one vote. Annual dues assessment and any special assessments are allocated per Article IV.G above.

ARTICLE V
GENERAL PROVISIONS

- A. The Homeowners Association, or its assigns, or any Owner of a Lot named herein shall have the right to enforce by proceeding of law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or dues for such violation. Failure by the Homeowners Association 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.
- B. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by an instrument signed by the Owners of not less than sixty percent (60%) of the Lots covered by this Declaration.
- C. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being all of the owners of the first described lots above, have caused these presents to be executed as of the dates noted below.

"Declarant"
DPA SunRidge LLC

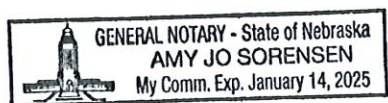
By: Jennifer Bixby
Jennifer Bixby, President

Date: August 1 2023

STATE OF NEBRASKA)
COUNTY OF DODGE) ss.

The foregoing instrument was acknowledged before me this 1st day of August, 2023 by Jennifer Bixby, President of DPA SunRidge LLC, a Nebraska corporation, on behalf of the corporation.

Amy Jo Sorensen
Notary Public



Carol Givens
Carol Givens, Register of Deeds
DODGE COUNTY NE
Pages: 6 Fee: \$40.00

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COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
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A SUBDIVISION IN
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