

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

THIS DECLARATION made on the date hereinafter set forth by Don Peterson & Associates Real Estate Co., hereinafter referred to as "Declarant".

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:
Commencing at the West ¼ corner of said section 19; thence N02°14'03"W along the west line of the NW ¼ of said section 19 a distance of 380 feet; thence N87°35'36"E along a line parallel to and 380 feet north of the South line of said NW ¼ measured at right angles a distance of 988.62 feet to a point on the North line of Jack Sutton Drive also being the point of beginning:
Thence N02°24'24"W a distance of 415.47 feet; thence N12°05'23"W a distance of 51.49 feet;
Thence N01°42'10"E a distance of 109 feet; thence S88°17'50"E a distance of 252.22 feet;
Thence N01°42'10"E a distance of 109 feet; thence N02°06'06"W a distance of 50.11 feet;
Thence N01°42'10"E a distance of 109 feet; thence N88°17'50"W a distance of 3.18 feet;
Thence N01°42'10"E a distance of 109 feet; thence N16°38'03"E a distance of 62.10 feet;
Thence N01°42'10"E a distance of 119 feet to a point on the South line of Military Avenue;
Thence S88°17'50"E along said South line a distance of 524 feet;
Thence S01°42'10"W a distance of 105.84 feet; Thence S05°16'45"W a distance of 160.31 feet;
Thence S01°42'10"W a distance of 25.21 feet; Thence along a 530 foot radius curve to the right an arc length of 84.33 feet, through a central angle of 09°06'58", having a chord bearing S06°15'39"W and a chord length of 84.24 feet; Thence S10°49'08"W a distance of 278.40 feet;
Thence along a 470 foot radius curve to the left an arc length of 108.49 feet, through a central angle of 13°13'31", having a chord bearing S04°12'22"W and a chord length of 108.25 feet;
Thence S02°24'24"E a distance of 321.80 feet to a point lying 380 feet North of the South line of said NW ¼ also being a point on the North line of Jack Sutton Drive;
Thence S87°35'36"W a distance of 703 feet along said North line to the point of beginning, containing 15.58 Acres, more or less.

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.

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ARTICLE I
DEFINITIONS

- A. "Association" shall mean and refer to SunRidge Place 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 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. "Declarant" shall mean and refer to Don Peterson & Associates Real Estate Co., its successors and assigns.
- G. "Member" shall mean and refer to those person entitled to membership as provided in the Articles of Incorporation of the Association.
- H. "Architectural Control Committee" shall consist of a committee of three (3) members who shall be appointed by the Board of Directors of Don Peterson & Associates Real Estate Co., its successors and assigns until control is turned over to the Association.

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 1-7, Block 2 Lots 1-16, Block 3 Lots 1-21. The following lots shall be used for single family, townhome or duplex residential dwellings only: Block 4 Lots 1-7, Block 5 Lots 1-5.
- B. For the following lots no building shall be created, altered, placed or permitted to remain on any Lot other than the one (1) detached, single family dwelling referred to in Article III, Item A: Block 1 Lots 1-7, Block 2 Lots 1-16, Block 3 Lots 1-21. The minimum size of permanently enclosed living space for detached, single family dwellings shall be 1,000 square feet per home, excluding basement area, with 750 square feet to be on the main floor unless a variance is approved by the Architectural Control Committee.
- C. For Lots 1-7 on Block 4 and Lots 1-5 on Block 5, single family detached dwellings much follow Article III.A and Article III.B. 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.
- D. No dwelling shall exceed two stores in height, however, it is understood that the maximum height may vary with each location.

- E. 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.
- F. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.
- G. Vegetable gardens and rock gardens shall be permitted only behind the dwelling on improved lots and only if maintained in the designated rear yard.
- H. 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.
- I. 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.
- J. 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.
- K. All telephone, cable television, and electric power, gas and water service lines from property line to dwelling shall be underground.
- L. 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.
- M. Final grading on any lot that affects drainage is subject to the approval of the Association's Architectural Committee.

ARTICLE IV
HOMEOWNER'S ASSOCIATION

- A. Upon developers completion of the subdivision, every Owner shall be a member of the SunRidge Place Homeowner's Association, which was established on August 9, 2018, 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. 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 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.

- C. 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 B 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.
- D. Before each fiscal year, the Board of Directors of the Association shall adopt and establish, in reasonably itemized detail, an annual budget for the then anticipated fiscal affairs and general operations for the Association for that year, and shall levy and collect annual assessments from each Lot on the Properties, which shall be sufficient to fund the budget for the fiscal year.
- E. 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. As provided in the Bylaws, the first regular 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. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. 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.
- F. 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.
- G. 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.
- H. The Homeowner's 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.

ARTICLE V
GENERAL PROVISIONS

- A. The Homeowner's 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 Homeowner's 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 have caused these presents to be executed as of the dates noted below.

"Declarant"

DON PETERSON & ASSOCIATES REAL ESTATE CO.

By: Jennifer Bixby
Jennifer Bixby, President

Date August 8, 2018

STATE OF NEBRASKA)
COUNTY OF DODGE) ss.

The foregoing instrument was acknowledged before me this 8th day of August 2018 by Jennifer Bixby, President of Don Peterson & Association Real Estate Co. , a Nebraska corporation, on behalf of the corporation.

Amy Jo Sorensen
Notary Public

