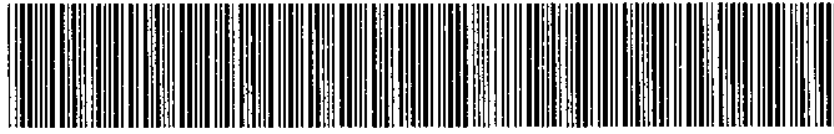




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STUART W. TAKE
REGISTER OF DEEDS
DUBLAS COUNTY, NE

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**AMENDED AND RESTATED DECLARATION OF COVENANTS
AND CONDITIONS AND RESTRICTIONS
AMENDED IN 2003**

SUNRIDGE HOMEOWNERS ASSOCIATION, INC.

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After filing return to:

*Douglas W. Ruge, II
Attorney at Law
14769 California St.
Omaha, NE 68154*

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AMENDED AND RESTATED DECLARATION
OF COVENANTS AND CONDITIONS AND RESTRICTIONS
AMENDED IN 2003

These DECLARATIONS, made on the date shown on the close of this instrument, by the party or parties who are, at least ninety percent (90%) of the Lot Owners in the Sunridge Addition Association, Inc.,

WITNESSETH:

WHEREAS, the Undersigned, whether one or more, is the owner of certain property in Douglas County, Nebraska, more particularly described as follows:

Lots 1 through 23 inclusive, in Sunridge Addition, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, and the improvements thereon, consisting of 45 individually owned Townhouses, and

WHEREAS, the Undersigned desires to make all of the above said property, subject to the covenant, conditions and restrictions hereinafter set forth,

NOW THEREFORE, the Undersigned hereby declares that all of the property hereinabove described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with all of said real property and shall be binding on all parties having any right, title or interest in said properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the Sunridge Homeowners Association Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to:

- (a) The record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation, and
- (b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the Seller retains title solely as security for the performance of the purchasers obligation under the contract.

Section 3. "Properties" shall mean and refer to any individually owned Townhouses in Sunridge Addition, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

Section 4 "Lot" shall mean and refer to any Lot included within the Properties, upon which is erected a dwelling.

ARTICLE II PROPERTY RIGHTS

Section I. The Association may suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not to exceed 60 days for any infraction by any such Owner, or members of such Owner's family, or guests or tenants of such Owner, of the published rules and regulations of the Association.

Section II. Parking Rights. Ownership of any Lot shall entitle the Owner or Owners thereof, to such parking rights as shall be available upon such Lot.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section I. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to any assessment.

Section 2. Each Member shall be entitled to one vote for each Lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both shall be Members; provided however, that the vote for such Lot shall be exercised as such persons or entities or both shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

ARTICLE IV COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each improved Lot, according to the plans and specifications which is at least 80% completed and owned within the Properties, hereby covenants, and each Owner of any other Lot, by acceptance of a deed therefore, or by entering into a contract for the purchase thereof, whether or not it shall be so expressed in such deed or in such contract, is, and shall be, deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges and

(2) Special assessments for capital improvements.

The annual and special assessments, together with interest, costs and reasonable Attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment shall be made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person, persons, or entity who, or which, was the Owner of the property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title, unless expressly assumed by such Owner's successors.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, recreation and welfare of the residents in the Properties and for exterior maintenance and other matters, as more fully set out in Article V herein.

The monthly assessment may be increased by not more than the greater of: (1) five percent (5%) or (2) the percentage rise in the Consumer Price Index (published by the Department of Labor, Washington, D. C.).

Section 3 Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction repair or replacement of a capital improvement including fixtures and personal property related thereto, and for the cost of exterior maintenance, as set out in Article V herein, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of Members who shall vote, in person or by proxy, at a meeting duly called for such purpose.

Section 4. Notice and Quorum for any action authorized under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than ten days nor more than 50 days in advance of such meeting. At such first meeting called, the presence of members, in person or by proxy, entitled to cast sixty percent (60%) of all the votes of members, shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Any such subsequent meeting shall be held within 60 days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments, with respect to all improved Lots, shall be uniform in amount, and may be collected on a monthly basis. The monthly assessment may be increased over and above the amount of five percent (5%) by a vote of not less than two-thirds (2/3) of members who are voting at a meeting duly called for this purpose.

Section 6, Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month. The Board of Directors of the Association shall fix the amount of the annual assessment against each improved Lot not less than thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The dates payments are due shall be established by the Board of Directors.

Section 7 Effect of Nonpayment of Assessment: Remedies of the Association: 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. Any such assessment, if not paid after thirty (30) days, shall automatically become a lien on the respective owner's lot. 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. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment or title transfer of such Owner's Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, and the holder of any first mortgage on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage thereon is in default, if such Board of Directors determines that such lien has no value to the Association.

ARTICLE V EXTERIOR MAINTENANCE

The Association shall provide exterior maintenance upon each improved lot which is subject to assessment hereunder as follows:

- (a) Exterior lawn care consisting of regular mowing, and aeration, the application of chemical fertilizer and pesticide, and edging along the sidewalks and driveways and trimming of the decorative shrubs in the front yard of the homes in the Association.
- (b) Maintain and operate the underground irrigation system for the health and care of the exterior lawns.

- (c) Snow removal when the accumulation is 2" or more on the driveways and sidewalks.

Notwithstanding any of the foregoing, in the event the need for maintenance or repair on any improved lot shall result from the willful or negligent acts of the owner of any lot or such person's family, guest, invitees or tenants, the cost of the exterior maintenance shall be added to and become a part of the assessment to which the lot is subject. The Association shall not provide any exterior painting nor maintenance of exterior concrete surfaces.

In the event that the Board of Directors shall determine at any meeting that an owner is delinquent in the maintenance of his or her property, then the Association shall give 30 days written notice to the owner setting forth the steps needed to maintain the property in accordance with the decor and standards of the homes in the Association. If the owner fails, after receiving 30 days written notice, to maintain his or her property as befits the standards existing of homes in the Association then the Association can hire a contractor to perform the needed work and assess the owner's improved lot as an assessment which shall constitute a lien against the property.

ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made, nor shall any trees, or shrubs be planted or maintained upon the properties, until the plans and specifications therefore, showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, and in relation to other trees, and shrubs and by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by said Board of Directors. If said Board, or its designated architectural committee, as the case may be, shall fail to either approve or disapprove any such matter so submitted, as hereinabove provided, within thirty (30) days after such plans and specifications shall have been submitted, then the Owner submitting such plans and specifications shall be deemed to have received approval thereof, and such Owner may proceed in accordance with said plans and specifications.

ARTICLE VII PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of any dwelling upon the Properties, and which is placed on the dividing line between any adjoining Lots, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repairs and maintenance of any party wall shall be shared by the Owners who make use of such party wall in proportion to the length of each lot and party wall.

Section 3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner or Owners shall thereafter make use of such party wall, such other Owner or Owners shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner or Owners to call for a larger contribution from other Owners under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weather Proofing. Notwithstanding any other provision of this Article, an Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements and repair of damage caused by the elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to receive contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each Owner involved shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator and all Owners, shall be bound by any decision arrived at by a majority of all such arbitrators.

ARTICLE VIII GENERAL RESTRICTIONS AND OTHER PROVISIONS

Section 1. Restrictions. Every Owner shall have full rights of ownership and full use and enjoyment of his Lot, subject to the following restrictions:

- (a) No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within the Properties, unless such fences or enclosures shall have first been authorized in writing by the Association. No clothes line or clothes hanger shall be constructed on any lot or used on any Lot outside of a building located thereon. No exterior television or radio antenna shall be erected on any Lot within the Properties; provided however, that with the written approval of the Association, one or more master television antenna towers may be erected for the benefit and use of all or part of the Owners of the Properties.
- (b) No animals, livestock or poultry of any kind shall be raised or kept on any Lot in the Properties, other than household pets, which shall be limited to one (1) per household. All pets shall be leashed when outside of the

residential structure and patio area. No such pet shall be kept, bred or maintained for commercial purposes.

- (c) No noxious, offensive, or illegal activity shall be carried on upon the Properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. No outside above ground trash receptacles or incinerators shall be permitted on any Lot.
- (d) No personal business, political, or billboard signs shall be placed on the lawns. "Painting," "Roofing," and "Garage Sale" signs may be displayed no longer than one (1) week. "For Sale" signs may be displayed until a house is sold.
- (e) No trailer, motor home, 5th wheel, tent, shack, barn, or other outbuilding shall at any time be used for human habitation, either temporarily or permanently.
- (f) No awnings or sun screens of any type shall be affixed to any building or structure on any lot without the written consent of the Association.
- (g) All gardens are subject to regulation and possible prohibition by the rules of the Architectural committee.

ARTICLE IX INSURANCE

Section 1. The Association shall purchase and maintain a Condominium (some times referred to as the Master policy) Insurance policy providing property and casualty insurance on the property owned by the Association in an amount equal to at least ninety percent (90%) of the full replacement value of said property. The comprehensive general liability and general hazards coverage provided by such policy shall have limits of liability, as reasonably determined from time to time by the Board of Directors. If the Association has any employees, the Association shall purchase and provide workman's compensation insurance for all employees who may come within the scope of the Nebraska workmen's compensation law. The Association, in addition to the foregoing, shall provide directors and officers liability coverage.

Section 2. The Association is hereby irrevocably appointed as Agent for each Owner of each and every Lot in the Properties and for the holder of any Mortgage on any Lot in the Properties, to adjust all claims arising under insurance policies purchased by the Association on the improvements on the Properties, and to execute and deliver releases upon payment of claims without joinder by any such Owner or mortgagee. All insurance proceeds shall be applied by the Association toward repairing the damage covered by such insurance, provided that reconstruction or repair shall not be compulsory

where the damage exceeds two-thirds (2/3) of the value of all the buildings and improvements on all of the Lots covered by such insurance.

The deductible portion of the applicable master insurance policy shall be borne by these lots which suffered the loss as determined by the Board of Directors. In such case, should the Owners not repair or replace the home in a timely manner, the proceeds, along with the insurance indemnity, if any, shall be credited to each Owner in accordance with such Owner's prorata share of the loss sustained from the casualty for which the proceeds shall be payable. Such sums shall be first applied toward satisfaction of any recorded first mortgage against such Lots, next toward satisfaction of junior recorded liens in order of their priority, next toward the cost of razing the improvements or any remnants thereof from said properties, and the filling and leveling of any of said Lots, as needed, and the remainder shall then be paid to such Owner of such razed properties on a prorata basis.

In case the insurance proceeds do not equal the cost of repairs or rebuilding, the excess cost shall be considered a maintenance expense to be assessed and collected by the Association from the Owner of the damaged improvements. In any cases of over insurance, any excess proceeds of insurance received shall be credited to the working fund of the Association.

Section 3 Each Owner shall obtain such additional insurance for the owner's benefit at the owner's expense to cover specific improvements and betterments in the Owner's unit, personal liability, specific personal property items, the ninety (90%) co-insurance provision of the full replacement costs in the improvements, and any exclusions coverage from the master policy provided by the Association.

ARTICLE X ACCESS

The Association, its officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Lot for the purpose of performing maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purposes.

ARTICLE XI UTILITY METERS AND SERVICE LINES

In order to facilitate the installation and operation, maintenance and repair of an underground watering system, such Lots as shall be designated from time to time by the Association, shall have a dual metering system for water, so as to permit the drawing of water for watering of the lawns, shrubs, trees and other vegetation located upon the Lots. It is understood that the amount of water metered for such purposes shall be paid for by the Association, and that the meter will be maintained by the Association. The Association will pay the deductible portion of any loss which is caused by the exterior water system and the water usage associated therewith. The water metered for the residential structure on any such Lot is paid for by the Owner of such Lot.

Each Lot shall have a separate water, electric, gas and/or other applicable utility meter, and shall be serviced by separate utility service lines.

ARTICLE XII
RENTAL OF LOTS

Each Lot which is rented to a tenant by the record title holder of the respective Lot at the time of execution of these Amended and Restated Covenants, may continue to be rented until such time as the Lot is owner-occupied by the record title holder. Any Lot which is not currently rented to a tenant, whether or not currently owner-occupied, may not be rented to a tenant regardless of whether that agreement is an oral or written lease agreement.

ARTICLE XIII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at Law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or of 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.

Section 2. Severability. Invalidation of any one or more of these covenants or restrictions, by judgment or court Order, shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

Section 3. Amendment. These Declarations may be amended at any time during the initial twenty (20) year term by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots then covered by these Declarations, and thereafter, by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots then covered by these Declarations. Any such amendment shall be valid only upon its being recorded in the same manner as Deeds shall be recorded at such time.

Section 4. Term. The covenants and restrictions contained in this Declaration shall run with the land, and shall be binding on each Owner and their successors and assigns forever.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the Sunridge Homeowners Association, Inc., state that a regular and properly called meeting of the Sunridge Homeowners Association, Inc., was conducted, and the instrument was signed by at least ninety percent (90%) of the 45 Lot owners, approving the Amended and Restated Declarations, and is kept by the Association in its Corporate Records

The Undersigned has executed these Declarations of Covenants, Conditions and Restrictions this 29 day of December, 2003.

ATTEST:

SIGNED BY:

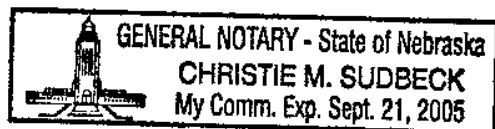
Richard M. Eger
President

Anna B. Brienbauch
Secretary

RICHARD M. EGER
(please print names)

ANNA B. BRIENBAUCH

Subscribed and Sworn before me: 29th day of December, 2003.



By Christie M. Sudbeck