



202003441

Carol Givens
Carol Givens

Register of Deeds
DODGE COUNTY, NE

Filed:

June 26, 2020 9:01:00 AM

Fee \$70.00

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MORNINGSIDE POINTE ADDITION
IN
DODGE COUNTY, NEBRASKA**

THIS DECLARATION made on the date hereinafter set forth by Fremont Area Land Co., LLC, hereinafter referred to as "Declarant".

WITNESSETH:

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

Block 4, Lots 1 thru 15; and Block 5, Lots 1 thru 10, Morningside Pointe Addition to the City of Fremont, Dodge County, Nebraska, as platted and recorded; and

Block 2, Lots 1 thru 16; and Block 3, Lots 1 thru 16, Morningside Pointe Addition to the City of Fremont, Dodge County, Nebraska, as platted and recorded; and

WHEREAS, the Declarant will convey said lots, subject to certain protective covenants, conditions, restrictions and reservations 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 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.

ARTICLE I
DEFINITIONS

- A. "Architectural Control Committee" shall consist of a committee of two (2) members from Fremont Area Land Co., LLC, its successors and assigns.
- B. "Declarant" shall mean and refer to Fremont Area Land Co., LLC, its successors and assigns.
- C. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties.
- D. "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.
- E. "Properties" shall mean and refer to that certain real property hereinbefore described.
- F. "Single-Family Attached Residential Dwellings" shall mean two (2) dwelling units, each of which is owned in fee and located on individual lots but joined along a common lot line, each of which is also totally separated from the other by a fire-resistance-rated wall assembly extended from ground to roof.
- G. "Single-Family Detached Residential Dwelling" shall mean a dwelling unit owned in fee and located on an individual lot which is not attached to any other dwelling unit by any means.

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 abovementioned 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 section, 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 SINGLE FAMILY DETACHED
RESIDENTIAL DWELLINGS

- A.** The following lots shall be used for single family detached residential purposes and no lot shall contain more than one (1) detached single family dwelling: *Block 4, Lots 1 thru 15 and Block 5, Lots 1 thru 10.*
- B.** 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 above. The single story shall have a minimum of 1,200 square feet. The story and one-half shall have a minimum of 1,400 total finish area. The two story shall have a minimum of 1,600 square feet. The above square footage is exclusive of the basement and garage. All dwellings shall have a minimum of two (2) car garage.
- C.** All building setbacks are per final plat. Driveways to garages must be 25' from the property line.
- D.** Twenty-five percent (25%) of the front face of the house parallel to the street shall be covered with brick or stone. Window and door square footage area shall be excluded from calculations.
- E.** No fences may be built forward of the front-most wall of the house and, under no circumstances, closer to any adjoining street than the property line unless as approved by the Architectural Control Committee. Fences shall be constructed only of PVC, wood, decorative black fence, brick or stone. Wire or chain-link fences, temporary or permanent barbed wire, electrified and/or snow fences shall not be permitted, however, an invisible dog fence is permitted.
- F.** No structure of a temporary character, trailer, basement, tent, shack, barn or other out-building shall be erected on said Lot or used as a residence, temporarily or permanently. No prefabricated or factory-built, house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No pre-cut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.
- G.** 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.

- H. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.
- I. Vegetable gardens and rock gardens shall be permitted only behind the dwelling on improved lots and only if maintained in the designated rear yard.
- J. No residential detached 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.
- K. 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.
- L. 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.
- M. All telephone, cable television, and electric power, gas and water service lines from property line to dwelling shall be underground.
- N. 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.
- O. Final grading on any lot that affects drainage is subject to the approval of the Architectural Control Committee and elevations provided by Developer.
- P. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container shall be permitted to remain in the front yard. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. Any exterior air conditioning condenser or heat pump unit shall be placed in the rear yard or any side yards. Storage building shall be constructed out of wood or same material as

home, be painted the same color as the home and built to meet City of Fremont code specifications and residential requirements.

Q. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, golf cart, motorcycle, snowmobile or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or in front yard, outside of the garage, for three (3) or more consecutive days. All repair or maintenance work on automobiles, boats camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets, thereof, must be in operating condition.

ARTICLE IV
RESTRICTIONS FOR SINGLE FAMILY
ATTACHED RESIDENTIAL DWELLINGS

A. The following lots shall be used for single family attached residential dwelling purposes and no lot shall contain more than one (1) single family attached residential dwelling: *Block 2, Lots 1 thru 16 and Block 3, Lots 1 thru 16.*

B. No building shall be created, altered, placed or permitted to remain on any Lot other than the one (1) single family attached dwelling referred to above. The residence shall have a minimum of 900 square feet. The above square footage is exclusive of the basement and garage. All dwellings shall have a minimum of two (2) car garage.

C. All building setbacks are per final plat. Driveways to garages must be 25' from the property line.

D. Twenty-five percent (25%) of the front face of the house parallel to the street shall be covered with brick or stone. Window and door square footage area shall be excluded from calculations.

- E. No fences may be built forward of the front-most wall of the house and, under no circumstances, closer to any adjoining street than the property line unless as approved by the Architectural Control Committee. Fences shall be constructed only of PVC, wood, decorative black fence, brick or stone. Wire or chain-link fences, temporary or permanent barbed wire, electrified and/or snow fences shall not be permitted, however, an invisible dog fence is permitted. Declarant may elect to construct a fence on the rear lot line of *Lots 1 thru 16 of Block 2*. If Declarant so elects, the initial construction of the fence shall be paid for by Declarant but all necessary maintenance, upkeep, repairs or replacement of the fence thereafter shall be the responsibility of the respective Lot Owners.
- F. No structure of a temporary character, trailer, basement, tent, shack, barn or other out-building shall be erected on said Lot or used as a residence, temporarily or permanently. No prefabricated or factory-built, house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No pre-cut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.
- G. 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.
- H. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.
- I. Vegetable gardens and rock gardens shall be permitted only behind the dwelling on improved lots and only if maintained in the designated rear yard.
- J. 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.

- K. 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.
- L. 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.
- M. All telephone, cable television, and electric power, gas and water service lines from property line to dwelling shall be underground.
- N. 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.
- O. Final grading on any lot that affects drainage is subject to the approval of the Architectural Control Committee and elevations provided by Developer.
- P. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container shall be permitted to remain in the front yard. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. Any exterior air conditioning condenser or heat pump unit shall be placed in the rear yard or any side yards. Storage building shall be constructed out of wood or same material as home, be painted the same color as the home and built to meet City of Fremont code specifications and residential requirements.
- Q. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, golf cart, motorcycle, snowmobile or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or in front yard, outside of the garage, for three (3) or more consecutive days. All repair or maintenance work on automobiles, boats camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any residential Lot shall not be used for the parking of

any vehicle, boat, camper or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets, thereof, must be in operating condition.

ARTICLE V **GENERAL PROVISIONS**

- A. 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 hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages for such violation. Failure 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 for a term of twenty-five (25) years from the date of this Declaration. Thereafter the covenants, restrictions and other provisions of this Declaration shall automatically renew for successive ten (10) year periods unless terminated or amended by the owners of not less than seventy-five percent (75%) of said Lots, which termination or amendment shall thereupon become binding upon all Lots. For a period of ten (10) years following the date hereof, Declarant, its successors or assigns, shall have the sole, absolute and exclusive right to amend, modify or supplement all of any portion of this Declaration from time to time by executing and recording one or more duly acknowledged amendments to this Declaration in the Office of the Register of Deeds of Dodge County, Nebraska. Thereafter, this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) 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.

DATED: 6-24-2020

FREMONT AREA LAND CO., LLC

By: Paul V. Gifford
Paul V. Gifford, Member

Paul V. Gifford, Member

STATE OF NEBRASKA)
) SS.
COUNTY OF DODGE)



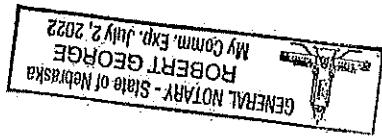
The foregoing instrument was acknowledged before me this 24 day of June, 2020, by Paul V. Gifford, as Member of Fremont Area Land Co., LLC, A Nebraska Limited Liability Company, on behalf of the Limited Liability Company.

Robert G. Ge
Notary Public

DATED: 6-24-20

FREMONT AREA LAND CO., LLC

By: Martin D. Gifford
Martin D. Gifford, Member



STATE OF NEBRASKA)
) SS.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this 24 day of
June, 2020, by Martin D. Gifford, as Member of Fremont Area
Land Co., LLC, A Nebraska Limited Liability Company, on behalf of the Limited
Liability Company.



Notary Public

**Morningside Pointe
Planned Unit Development (PUD)
Land Use Regulations
Fremont, Nebraska**

It is the intent of these Land Use Regulations to ensure alignment of policy standards with the public and private use of land. These Land Use Regulations reflect the Master Plan for the proposed mixed-use development and shall be considered the binding land use regulations for the continued use and development of the subject properties.

The most current Unified Development Code shall apply to the subject properties shown on the site plan unless specifically modified by these Land Use Regulations.

Development Plan:

Morningside Pointe Planned Development is located on the southeast corner of Morningside Road and Luther Road.

The planned development is intended to provide single family residential, attached-single family residential, multi-family residential uses and commercial uses.

The commercial areas may include, general office, medical office, food sales, financial offices, personal services, personal improvement services, retail services, retail sales, convenience commercial, gas station, restaurants and residential uses on the upper floors of commercial uses.

This amendment to the Planned Development PUD is authorized and submitted pursuant to section 11-405.07 of Fremont Unified Development Code.

The planned development includes three sub areas:

- Residential
 - This area will provide approximately 176 lots for single family residences and 50 lots for attached single family residences.
- Multi-Family Residential
 - A south lot is approximately 4.94 acres and will provide approximately 60 multi-family units. A north lot is approximately 5.96 acres and will provide approximately 72 multi-family units that would be a maximum of 3 stories high.
- General Commercial
 - This area is approximately 3 acres and will provide various commercial uses.

Regulations of the Fremont Unified Development Code shall apply to the PD unless specifically modified by these Land Use Regulations.

Height and Area Regulations:

	Lot Area (SF)	Lot Width (FT)	Front Yard Setback (FT)	Street Side Yard Setback (FT)	Side Yard Setback (FT)	Rear Yard Setback (FT)	Height (FT)
Single-Family	7,500	75' 60' cul-de-sac frontage	25 20' cul-de-sac lots	12	7	20	35
Attached Single-Family	6,000	50	20	10	5	20	35
Multi-family	3000/ unit	n/a	25	15	7	20	45

Commercial uses may be platted as individual lots with sufficient land area to satisfy set back requirements.

Height and Area Regulations:

	Lot Area	Lot Width	Front Yard Setback (FT)	Street Side Setback (FT)	Side Yard Setback (FT)	Rear Yard Setback (FT)	Height (FT)
General Commercial	10,000	50	25	15	7	20	45

Phasing:

The Planned Development may be phased with final plats that cover a portion of the development area which would result in phasing of the infrastructure.

Infrastructure:

The infrastructure shall comply with the Fremont Uniform Development Code and other local standards and shall be designed and constructed to the satisfaction of the Fremont Public Works Director and the Fremont Assistant City Administrator for Utilities.