

7863-1065 Comp mc:05447  
TYPE Misc PG 577-584 COMP JP JM  
FEE 71.50 OF 1184 LEGL PG 577 EC      F.     

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COUNTY CLERK  
DOUGLAS COUNTY, NE

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CAMBRIDGE ESTATES REPLAT  
LOTS 1 THROUGH 63 INCLUSIVE

THIS DECLARATION, made on the date hereinafter set forth by Pacific Lots, Inc., a Nebraska corporation, hereinafter referred to as the "Declarant",

W I T N E S S E T H:

WHEREAS, The Declarant and the other signatories consenting to this Declaration are the Owners of the following described real property:

Lots 1 through 63, inclusive, of Cambridge Estates Replat, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, all of the above-described real estate has been zoned "R-3" and, therefore, is available for single family use; and

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 be binding upon all parties having or acquiring any right, title or interest in the above described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

ARTICLE I.  
DEFINITIONS

A. "Owner" shall mean and refer to 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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Properties" shall mean and refer to all such properties that are subject to the Declaration or any supplemental Declaration under the provisions hereof, which shall initially consist of Lots 1 through 63, inclusive, of Cambridge Estates Replat, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

ARTICLE II.  
ARCHITECTURAL CONTROL

A. No dwelling, fence, wall, driveway, patio, patio enclosure, deck, rock garden, swimming pool, television or radio antenna, satellite dishes, solar collecting panels or equipment, air conditioning equipment, wind-generating power equipment, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the lot boundary lines, quality of construction and size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues will be acceptable. Designs of a repetitive nature and/or within close proximity to one another will not be approved. Superficial, cosmetic or minor architecture detail differences in like designs will not constitute a basis for approval. 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.

C. 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, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or drawings:

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including, but not limited to, basement 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.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents 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 an Architectural Control Committee approval.

ARTICLE III.  
RESTRICTIONS FOR RESIDENTIAL UNITS

A. The Lot shall be used only for residential purposes, and no Lot

3. Other house styles not described in 1. and 2. above will be permitted only if approved by the Architectural Control Committee and shall not be approved unless they are compatible with other homes to be built in the Subdivision in the opinion of the Architectural Control Committee in its sole and absolute discretion.

4. All houses shall, as a minimum, have attached, enclosed, side-by-side garages built at approximately the main level of the house, which must be capable of accommodating at least two (2) standard size automobiles. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

C. For the purposes of these restrictions, two-story height shall, when the basement wall is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Living Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other sides.

D. All buildings shall be located at least thirty five (35) feet from the front Lot line, and a minimum of twenty-five (25) feet from the rear property line. All buildings shall have at least seven (7) feet average sideyards. The minimum setback requirement for the nonfront street exposure is seventeen and one-half (17-1/2) feet from the property line. For purposes of this restriction, eaves, open patios, and steps shall not be considered part of the building. The above provisions parallel the present zoning requirements of the City of Omaha for the Lots. In the event that the zoning requirements for a Lot or Lots are subsequently changed by the City of Omaha to be less restrictive than the present requirements, or in the event a waiver or variance of some of the requirements for a Lot or Lots is granted by the appropriate authority, the Architectural Control Committee shall have the right and authority, but not the obligation, to grant in whole or in part the relaxation of requirements allowed by the zoning changes, waiver or variance, all in the sole and absolute discretion of the Architectural Control Committee.

E. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner lot, are to be covered with clay-fired brick or stone. Exposed portions of the foundation on the sides, or rear, not facing a street of a dwelling located on a corner lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

F. Every dwelling shall have at least one fireplace. All exposed fireplace chimneys must be faced with clay fired brick or stone. No furnace flue may protrude more than four (4) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge within four feet of the roof ridge.

G. No fences may be built forward of the rear-most wall at each side (corner) of the rear of the the dwelling. Fences shall be constructed only of wood, decorative iron, brick or stone and are subject to the approval

I. No flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with wood shakes or wood shingles. Each house shall have no less than a 6/12 roof pitch.

J. 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 Omaha and any revisions thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.

K. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots.

L. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.

M. No incinerator or trashburner shall be permitted on any Lot. No garbage or trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other Lots in the subdivision. 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. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condenser units or heat pump units shall be placed in the designated side or rear yard of the dwelling. Detached accessory buildings are not permitted.

N. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, 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 any other part of the Lot, outside of the garage, for seven (7) 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 done on the premises 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.

O. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other

R. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

S. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, rock gardens must be approved by the Architectural Control Committee.

T. 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.

U. No advertising signs or posters of any kind shall be erected or placed on any of said Lots, except the residential "For Sale" and "Sold" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to signs erected by the Declarant, or his agents, in the Subdivision.

V. All driveways shall be constructed of concrete or brick.

W. The front, side and rear yards of all Lots shall be sodded, and two (2) trees, each not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the Lot line. All yards shall be sodded and the trees planted within one (1) year from the date that construction for the residence on the Lot was initiated.

X. No television antenna, no antenna of any kind or nature, and no satellite dish shall be allowed on the Lots unless completely screened from view from every street and from all other Lots in the Subdivision and unless approved by the Architectural Control Committee. No solar collecting panels or equipment and no wind generating power equipment shall be allowed on the Lots.

#### ARTICLE IV. EASEMENTS AND LICENSES

A. A perpetual license and easement is hereby reserved in favor of and granted to U. S. West Communications and to others, all as set forth in the final plat of the Subdivision as recorded in Douglas County, Nebraska. No permanent buildings shall be placed in perpetual easementway, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

#### ARTICLE V. GENERAL PROVISIONS

A. The Declarant, or its assigns, or any owner of a lot named herein, shall have the right to enforce by proceeding at 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 other dues for such

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 Declarant has caused these presents to be executed this 1st day of April, 1993.

DECLARANT:

PACIFIC LOTS, INC.  
a Nebraska corporation

By: W. L. Morrison, Jr.  
W. L. Morrison, Jr., President

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

The foregoing was executed before me this 1st day of April, 1993 by W. L. Morrison, Jr., President of Pacific Lots, Inc., who acknowledged the same to be the voluntary act and deed of the corporation.

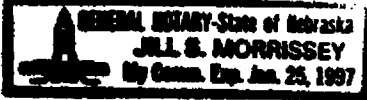
 GENERAL NOTARY-State of Nebraska  
BARBARA M. HAMMOND  
My Comm. Exp. April 11, 1996

Barbara M Hammond  
Notary Public



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

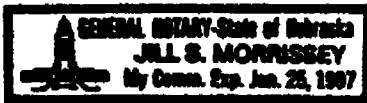
The foregoing was executed before me this 2 day of April, 1993 by Raymond L. Huelskamp, who acknowledged the same to be his voluntary act and deed.



Jill S. Morrissey  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

The foregoing was executed before me this 2 day of April, 1993 by Mary E. Huelskamp, who acknowledged the same to be her voluntary act and deed.



Jill S. Morrissey  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

The foregoing was executed before me this 2 day of April, 1993 by George D. Walsh, who acknowledged the same to be his voluntary act and deed.



Alice A. Lawrence  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

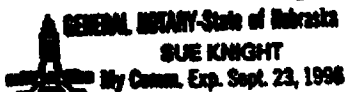
The foregoing was executed before me this 2 day of April, 1993 by Linda J. Walsh, who acknowledged the same to be her voluntary act and deed.



Alice A. Lawrence  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

The foregoing was executed before me this 1 day of April, 1993 by Diane M. Poots, who acknowledged the same to be her voluntary act and deed.



Sue Knight  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

The foregoing was executed before me this 1 day of April, 1993 by Jeffrey L. Poots, who acknowledged the same to be his voluntary act and deed.



Alice A. Lawrence