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OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CAMBRIDGE OAKS

RECORDED  
1938 OCT 20 11:10:55

LOTS 1 THROUGH 185 INCLUSIVE

GEORGE J. BUCHHEITZ  
REGISTER OF DEEDS

THIS DECLARATION, made on the date hereinafter set forth by Cambridge Oaks Limited Partnership, a Limited Partnership organized under and subject to the Uniform Partnership Act of Nebraska, hereinafter referred to as the "Declarant",

W I T N E S S E T H:

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

Lots 1 through 185, inclusive, of Cambridge Oaks, 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,

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. Association. "Association" shall mean and refer to Cambridge Oaks Homeowners Association, Inc., a Nebraska non-profit corporation, and its successors and assigns.

B. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

C. Properties. "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 185, inclusive, of Cambridge Oaks, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

D. Lot. "Lot" shall mean and refer to Lots 1 through 185, inclusive.

E. Declarant. "Declarant" shall mean and refer to Cambridge Oaks Limited Partnership, a Nebraska Limited Partnership, and its successors and assigns.

F. Architectural Control Committee. "Architectural Control Committee" shall mean an individual or committee appointed by the

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devoted to the exclusive common use and enjoyment of the Owners of the Properties.

H. Other Common Properties. "Other Common Properties" shall include such properties in Cambridge Oaks as the Association shall from time to time determine, including but not limited to, Outlots 3, 4, and 5, easement areas where entrance and/or landscaping are located, and the island in 166th Street between Pacific and Mason Streets. Provided, however, the Association may remove or add property designated as Other Common Property from time to time.

ARTICLE II.

ARCHITECTURAL CONTROL

A. Improvements Requiring Approval. No dwelling, fence, wall, driveway, patio, patio enclosure, deck, rock garden, swimming pool, television or radio antenna, satellite dish, 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.

B. Factors Considered by Committee. 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. Plans To Be Submitted. 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, in duplicate, the following documents, materials and/or drawings:

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

2. Construction Plans. 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. Time to Approve. 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

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E. No Committee Member to Approve Own Plans. No Architectural Control Committee member shall have any involvement in the approval of his own plans, or the plans of any corporation or other organization with which he is affiliated.

F. Waivers and Substitutions. The Architectural Control Committee shall have the authority to waive or make substitutions, for provisions in these Covenants, Conditions and Restrictions ("Covenants") if (1) hardship will result by strictly applying the Covenants and (2) the waiver or substituted requirement will not materially change the objectives of these Covenants. Said (1) and (2) shall be determined in the sole and absolute discretion of the Architectural Control Committee

ARTICLE III.

RESTRICTIONS FOR RESIDENTIAL UNITS

A. Only For Residential Purposes. The Lots shall be used only for residential purposes, and no Lot shall contain more than one (1) detached, single family unit. Only ranch, one and one-half (1-1/2) story and two (2) story residential units will be allowed in the project, except such other houses as shall be approved by the Architectural Control Committee.

B. Minimum Square Feet. 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, and said dwelling shall conform to the following requirements:

1. One-Story. A one-story house with attached garage (Ranch) shall contain a minimum of 2,200 square feet on the main floor, exclusive of garage area. The garage must be approximately at the same level as the main floor.

2. One And One-Half And Two Story. One and one-half and two story houses shall contain a minimum of 2,600 square feet total in area above the basement level.

C. Definitions. 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). 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.

D. Maximum Height. 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.

E. Garages. All dwelling units shall have attached, enclosed, side-by-side or tandem garages which must be capable of accommodating at least two (2) standard size automobiles per living unit.

F. Setbacks. 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. On corner lots, either street side may be designated by the Owner/Builder as the front, and either nonstreet side as the rear. 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.

G. Exposed Foundation. Exposed portions of the foundation on

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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.

**H. Fireplaces and Furnace Flues.** 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.

**I. Fences.** 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 of the Architectural Control Committee referred to above. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

**J. Prohibited Structures.** No structure of a temporary character, 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.

**K. Roofs.** No flat or mansard roof shall be permitted on any dwelling. All dwellings shall have a roof of cedar wood shakes or cedar wood shingles. Each house shall have a minimum roof pitch on the main structure of 8/12.

**L. Sidewalks.** 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.

**M. Drainage Plan.** 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.

**N. Restrictions on Pets.** 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.

**O. General Appearance Restrictions.** No incinerator or trashburner shall be permitted on any Lot. No garbage or trash can

side or rear yard of the dwelling. Detached accessory buildings are not permitted.

P. Vehicle Restrictions. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, other trailers, 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 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.

Q. Lots Free of Rubbish And Mowing. 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 waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant lots, where dwellings have not yet been constructed shall be allowed to reach more than a maximum height of twelve (12) inches. The Association shall have a right and easement to enter onto vacant Lots not complying with the above. The Association shall have the right to clear and/or mow Lots in violation to the above and to lien said Lots under provisions in Article IV hereof.

R. No Field Crops On Lots. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

S. Restrictions On Use Of Lot. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation. Further, home occupations, as defined in the applicable law of the City of Omaha, Nebraska, shall not be permitted to take place within any of the residential dwellings on the Lots.

T. When Dwelling Completed. A dwelling on which construction has begun must be completed within one (1) year from the date the Building Permit was issued for said dwelling.

U. Gardens. 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.

V. When Dwelling Occupied. 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.

W. Advertising Signs. No advertising signs or posters of any kind shall be created or placed on any of said Lots, except the

Y. Lawns Sodded And Trees. 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.

Z. Antennas, Solar Panels, Windmills. No television antenna, no antenna of any kind or nature, no satellite dish, no solar collecting panels or equipment, and no wind generating power equipment shall be allowed in the subdivision.

AA. Mailbox. Mailboxes shall be constructed of wood and mounted on a wooden post and of a design satisfactory to the Architectural Control Committee.

ARTICLE IV.

CAMBRIDGE OAKS HOMEOWNERS ASSOCIATION, INC.

A. Membership. Declarant, and every Owner shall be a member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of the Lots. Ownership of a Lot(s) or a portion of a Lot shall be the sole qualification for membership. The foregoing is not intended to include persons or entities who hold any interest merely as security for the performance of an obligation.

B. Voting Rights. Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot or such portion of a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot.

C. Covenants For Maintenance Assessments.

1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned, subject to Paragraph C.5. of this Article, and each Owner of any Lot, except those exempt under Paragraph C.8. of this Article, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, hereby covenant, and agree to pay to the Association: (a) annual assessments or charges, (b) weed mowing and/or Lot clearing assessments, and (c) special assessments for capital improvements, all such assessments to be established and collected as herein provided. The annual assessments, weed mowing and/or Lot clearing assessments, and special assessments, together with interest, costs, and attorney's fees, shall be a charge on the Lot and shall be a continuing lien on the Lot against which each such assessment is made. ALL SUBSEQUENT PURCHASERS SHALL TAKE TITLE TO THE LOT SUBJECT TO SAID LIEN AND SHALL BE BOUND TO INQUIRE OF THE ASSOCIATION AS TO THE AMOUNT OF ANY UNPAID ASSESSMENTS. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person(s) who was the Owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by such person, but the lien shall continue on the Lot and the personal liability of the person who owned the Lot when the lien was created shall continue.

2. Purpose of Assessments. The assessments by the Association shall be used exclusively for the following purposes: (a) to maintain, repair, and operate the Common Properties and Other Common Properties, including but not limited to, the improvements, structures, facilities and fixtures thereon and the grounds thereof, and personal property used in connection therewith; (b) to exercise the Association in Paragraph Q of Article III

the Association, court costs, witness fees, and related costs; and (e) to carry out such other purposes as the Association shall from time to time determine to be in the best interests of it's Members.

3. Regular Assessment. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual budget for the then anticipated expenses and costs for that year, and shall levy and collect monthly assessments from each Lot which, considering other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The regular assessment with respect to all Lots shall be uniform in amount.

4. Weed Mowing and/or Clearing Assessment. In the event the Association exercises its rights reserved in Paragraph Q of Article III hereof, the lien against the Lot shall be the amount the Board of Directors of the Association shall determine sufficient to cover the expense of mowing and/or clearing.

5. Special Assessments for Capital Improvements. In addition to the annual 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 cost of any construction, reconstruction, repair or replacement of a new or existing capital improvement, structure, facility, or fixture on the Common Properties and Other Common Properties, including but not limited to, personal property related thereto. Provided, however, any such assessment shall have the assent of a majority of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence.

a. When Assessments Start. Beginning January 1, 1989 all Lots shall be subject to the assessments contained herein.

b. When Assessed and Notice to Owners. The Board of Directors shall fix the amount of the annual assessment to be assessed against each Lot at least thirty (30) days prior to the commencement of the first full fiscal year of the Association. Written notice of the annual assessment shall be sent to each Owner subject thereto at least twenty (20) days prior to the due date of the assessment, or the first installment thereof, including the due dates and amounts thereof. The failure of the Board to so notify each Owner in advance shall not, however, relieve any Owner of the duty and obligation to pay such assessment or any installment thereof. The Board shall have the authority, in its discretion, to require that all Owners pay the annual assessment in one payment or in installments becoming due at such time or times during the assessment year and payable in such manner as determined by the Board. The annual assessments shall be and become a lien as of the date of the annual assessment.

c. Certificate Furnished Re: Payment of Assessment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within the thirty (30) days after the due date shall bear interest from the due date at the rate of eleven percent (11%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same

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Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or the exercise of rights under a deed of trust shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but the person who owned the Lot at time when the lien attached remains personally liable for payment of the amount of the lien.

9. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein.

ARTICLE V.  
EASEMENTS AND LICENSES

A. O.P.P.D., Telephone, and Cable TV Easements. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company, a City of Omaha or Douglas County franchised cable television firm, and to the Omaha Public Power District, their successors, and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under an 8-foot strip of land adjoining the rear boundary lines and license being granted for the use and benefit of all present and future owners of said Lots; provided, however, that said Lot line easement is granted upon the specific condition that if any of said utility companies fail to construct wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this Lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. 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 Lines Must Be Underground. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

ARTICLE VI.  
GENERAL PROVISIONS

A. Who May Enforce Covenants. The Declarant, its assigns, any Owner of a Lot named herein, and the Association shall each 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 for such violation. In addition, the Association shall have the right to file law suits to collect assessments by foreclosing any liens on Lots or proceeding against the Owner of the Lot or against a former Owner who owned the Lot at the time the lien against the lot was established. Failure by the Declarant or by any Owner or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. Term of Covenants. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five years from the date this Declaration is recorded.



percent (90%) of the Lots covered by this Declaration.

D. Invalidation. 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.

E. Interpret Liberally Re Association. The Association will have a major role in causing Cambridge Oaks to be a desirable place to live. Therefore, the power of the Association herein shall be liberally and broadly interpreted to carry out said objective.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 19<sup>th</sup> day of October, 1988.

DECLARANT:

CAMBRIDGE OAKS LIMITED PARTNERSHIP,  
A Nebraska Limited Partnership,

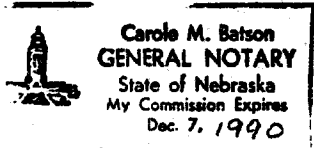
By: Dodge Land Co.,  
a Nebraska Corporation and  
sole General Partner

By: N. P. Dodge, Jr.

State of Nebraska )  
                          ) ss.  
County of Douglas )

On this 19<sup>th</sup> day of October, 1988, before me the undersigned, a Notary Public in and for said County and State, personally came N. P. Dodge, Jr., known to me to be the President of Dodge Land Co, a Nebraska corporation, which corporation is the sole general partner of Cambridge Oaks Limited Partnership, a Nebraska limited partnership, and acknowledged that he executed as the willful act and deed of such corporation, and the willful act and deed of said Limited Partnership.

Witness my hand and official seal the day and year last above written.



Carole M. Batson  
Notary Public

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