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AMENDMENT TO
DECLARATION OF COVENANTS FOR
CAMBRIDGE SQUARE SUBDIVISION
DODGE COUNTY, NEBRASKA

Carol Williams
REGISTER OF DEEDS
DODGE COUNTY, NE

Gordon C. Brannon and Maxyne S. Brannon, being the fee owners of all of the lots in Cambridge Square Subdivision, in Dodge County, Nebraska, as platted in Book 216 at Page 542 on December 3, 1991 and the corrected plat in Book 218 at Page 837 on April 1, 1992, in the office of the Register of Deeds for Dodge County, Nebraska, more specifically described as follows:

All of Tax Lot 100 and part of Tax Lot 101 lying in the SE1/4 SW1/4 together with all of Tax Lot 105 lying in the SW1/4 SE1/4, all lying in Section 12, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, and more particularly described as follows: From the S1/4 corner of said Section 12, T 17 N, R 8 E; thence N 00°04'52" E (assumed bearing) along the West line of Tax Lot 97 in said Section and its northerly projection a distance of 658.00 feet to a point on the Easterly projection of the South line of Tax Lot 100 in said Section, said point being the point of beginning; thence N 89°30'28" W along said South line and its easterly projection a distance of 655.21 feet to the Southwest corner of said Tax Lot 100; thence N 00°07'37" E along the West line of said Tax Lot 100 a distance of 663.39 feet to the Northwest Corner of said Tax Lot 100; thence S 89°31'00" E along the north lines of Tax Lots 100, 101, and 105 in said Section a distance of 996.69 feet to the Northeast corner of said Tax Lot 105; thence S 00°05'30" W along the East line of said Tax Lot 105 a distance of 663.55 feet to a point of intersection of said East line and the Easterly projection of the South line of said Tax Lot 100; thence N 89°30'28" W along said easterly projection a distance of 341.89 feet to the point of beginning,

does hereby Amend said Declaration of Covenants on the 3rd day of January, 1994, in their entirety and does hereby make the following declarations as limitations, restrictions and uses to which the lots constituting said subdivision may be put, hereby specifying that the said Amended Declarations shall constitute covenants to run with all of the lots in said subdivision, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision, this Amended Declaration of restriction being designed for the purpose of keeping said subdivision desirable, uniform and suitable in use as herein specified, such restrictions to be and remain in effect for a period of ten (10) years from the date of the filing of these Amended Declarations, and to continue in effect for succeeding periods of ten (10) years each unless hereafter removed by force of

law or modified or removed by agreement of the then owners of a 60% majority in interest of the lots in said subdivision, and does hereby further declare that these covenants shall be deemed effective and binding upon the recording of these covenants and of the consents to these covenant executed and acknowledged by the owners of all of said lots so sold, such declarations being as follows:

1. Involvement Property: All real property involved in this Amended Declaration ("Involved Property") is and will be acquired, conveyed, devised, inherited, sold, or otherwise transferred and is and will be occupied and used subject to all and each of the conditions and other terms set out in this Amended Declaration; and the following does and will constitute the Involved Property so subject to this Amended Declaration.

2. Covenants: The involved property is and will be, during the above-named terms of the Declaration of Covenants, subject to all and each of the following conditions and other terms, hereafter called "covenants":

- a. After commencement thereof all approved or permitted construction on any lot will be as diligently as practicable prosecuted to completion as soon as practicable, and no approved or permitted construction will be maintained on any lot in uncompleted or unfinished condition for more than twelve (12) months.
- b. All residential units shall comply with City of Fremont subdivision and building code rules and regulations. All residential single family detached units shall be constructed with a minimum of a two car garage and every single family attached unit or duplex shall be constructed with the minimum of a one car garage subject to approval by the Architectural Board; shall have a roof pitch of 5;12 (for every twelve (12) inches the roof drops five (5) inches); shall be constructed with a minimum of 1,000 square foot of living space (heated and cooled area) for a single family dwelling and a minimum of 800 square foot of living space (heated and cooled area) per side for each duplex or townhouse unit. The color of exterior painted surfaces shall be approved.
- c. No driveway or sidewalk and no structural element of any approved or permitted dwelling or exterior part thereof will be maintained on

any lot in damaged, deteriorated, hazardous, or otherwise unfit, unsafe, or unsightly condition.

- d. No exterior burner, incinerator or other receptacle for garbage (except Oscar type garbage receptacle), trash, or other refuse will be maintained on any lot; and no barn, shack, tent, trailer, or other movable or temporary structure will be maintained on any lot other than for temporary use or uses appropriate, convenient, or necessary for home residential purposes for not more than seven days within any calendar year or for use or uses connected and coterminous with approved or permitted construction.
- e. No minibike, motorcycle, motorscooter, go-cart, three wheeled or four wheeled all terrain vehicle, snowmobile, or other similar vehicle will be operated on any common grounds or lot; provided, however, any such vehicle may be operated to and from any lot via public thoroughfares.
- f. Complete plot plans and building specifications for all structures must be submitted to the Architectural Board and approved prior to the commencement of any construction in said subdivision.
- g. The roof of all structures will be constructed and maintained with "dimension" composition shingles, "architectural" composition shingles or wooden shake shingles in approved colors.
- h. No structures, such as trailers, tents, mobile homes, mobile units, HUD code manufactured homes, basement houses, garages, or barns, shall be erected or placed on residential lots for the purpose of temporary or permanent quarters.
- i. No advertising sign other than a sign of an area of not more than four (4) square feet advertising such lot for sale, or a sign or signs belonging to Gordon C. Brannon will be maintained on any lot.
- j. No excess or unused building material or materials will be kept, stored, or otherwise maintained on any lot in a location within

public view, other than for use or uses connected and coterminous with approved or permitted construction; and no junk, rubbish, waste materials, or other refuse will be abandoned, stored, or otherwise maintained on any lot. Owners may stack reasonable quantities of firewood in neat and attractive stacks.

- k. Weeds shall not be allowed to grow to a height of over 10 inches on any lot at any time whether vacant, under construction or occupied.
- l. No boat, camper, trailer or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven days within any calendar year; and no automobile, motorcycle, truck or other vehicle will be repaired, torn down, or stored on any lot, other than in an enclosed structure. Parking of commercial trucks, larger than standard pickup size, in the entire subdivision shall be prohibited.
- m. No birds, livestock, poultry, swine or animals other than domesticated noncommercial pets in no more than reasonable quantity will be bred, kept, or otherwise maintained on any lot.
- n. No commercial enterprise or gainful public business, occupation, or profession, no public annoyance or nuisance, and no noxious or offensive activity will be carried on, conducted, or otherwise permitted to commence or continue on any lot.
- o. All Federal and State environmental requirements regarding the proper disposal of waste from the site must be strictly adhered to.
- p. Fencing of yards shall be limited to wooden privacy fencing, six (6) foot in height, and made of dog-eared cedar type fencing or split rail fencing. Only side and rear yards may be fenced. Chain link fence may be used to separate duplex or townhouse yards.
- q. No exterior shades, awnings or window guards will be allowed without approval by the Architectural Board.

- r. No birds, animals, snakes, rodents or insects shall be kept or maintained on the above described property except for domestic purposes. Dogs and other animals, except when confined in a living unit, must be kept on a leash.
- s. No structural changes or additions shall be made to a townhouse. No party shall erect any structure, including fences, either permanent or temporary, on his real property without the written consent of the other party. If a fence is erected it must comply with paragraph p. above.
- t. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the real property so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such manner that they cannot be seen from adjacent and surrounding property.
- u. Each party shall maintain, mow and keep in good repair and condition the lawn, all drainage channels and swales located on the real property owned by such party.
- v. No clothing or other household fabric shall be hung in the open on the real property unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use or unless the same is enclosed by a fence or other enclosure at least six (6) inches higher than such hanging articles, provided such fence or other enclosure is allowed. No machinery shall be placed or operated upon the above described real property except such machinery as is usual in maintenance of the living unit.
- w. Garden plots are allowed, however, they are not allowed in the front lawn area. Landscaping is not considered gardening.
- x. Satellite television dishes shall be allowed if approved by the Architectural Board.

y. Solar collectors shall be allowed if approved by the Architectural Board.

3. Easements: Each of Association, Northwestern Bell Telephone Company, City of Fremont, and Cablevision, and their respective assigns and successors will have an easement, together with rights of egress, ingress, and other access thereto, for purposes of constructing, installing, maintaining, operating, renewing, or repairing, their respective private cable television, sewer, telephone, gas, water, electric, public sewer, or other utility conduits, lines, or other facilities in, over, under, and upon such strip or strips of the common ground or of any lot as confined to noninterference with any driveway, sidewalk or structural element.

4. Enforcements: If the grantees, their heirs, or assigns, of any lot in the subdivision, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the grantors, or the owner or owners of any other lots in the subdivision, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, following a thirty (30) day written notice to the alleged violator setting forth the violation and a demand that the violation be cured or abated within said thirty (30) day period.

Dated 1-3, 1995.

CAMBRIDGE SQUARE SUBDIVISION

By Gordon C. Brannon
GORDON C. BRANNON, Owner

By Maxyne S. Brannon
MAXYNE S. BRANNON, Owner

STATE OF NEBRASKA)
) ss
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this 3 day of January, 1995, by GORDON C. BRANNON and MAXYNE S. BRANNON, owners of Cambridge Square Subdivision.

Denise K. Corbin
Notary Public

