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*Carol Aivona*  
DODGE COUNTY  
REGISTER OF DEEDS  
COMPUTER INDEX FEE \$ 43.00

DECLARATION OF COVENANTS FOR  
CAMBRIDGE SQUARE 1<sup>st</sup> ADDITION  
AND  
CAMBRIDGE SQUARE 2<sup>nd</sup> ADDITION  
DODGE COUNTY, NEBRASKA

Gordon C. Brannon and Maxyne S. Brannon, husband and wife, being the fee owners of the following lots in Cambridge Square 1<sup>st</sup> Addition and Cambridge Square 2<sup>nd</sup> Addition in Dodge County, Nebraska, more specifically described as follows:

Lots 2 and 3, Block 2, Lots 9, 10, 11, 12, 13, 14, 15, 16 and 17, Block 3 and Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Block 4, all in Cambridge Square 1<sup>st</sup> Addition, in Dodge County, Nebraska;

and

Lots 1, 2 and 3, all in Cambridge Square 2<sup>nd</sup> Addition, in Dodge County, Nebraska;

and do hereby make the following declarations as limitations, restrictions and uses to which the lots constituting said subdivisions (hereinafter collectively referred to as subdivision) may be put, hereby specifying that the said 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, but purposely excluding Outlot 5, in Cambridge Square 1<sup>st</sup> Addition and purposely excluding Lot 4 in Cambridge Square 2<sup>nd</sup> Addition, which shall not be governed by this Declaration of Covenants and shall be excluded from this Declaration of Covenants. This Declaration of restrictions is 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 this Declaration, 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 covenants executed and acknowledged by the owner of all of said lots so sold, such declarations being as follows,

1. Involved Property: All real property involved in this 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 Declaration; and the following does and will constitute the Involved Property so subject to this 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 not 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 (7) 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 ten (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 (7) 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 privacy fencing, six (6) foot in height, and made of cedar, redwood, pvc, masonry 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. Brick veneer, in approved color, will be required for use on a minimum of 25% of the entire first floor facade of each structure.
- r. No exterior shades, awnings or window guards will be allowed without approval by the Architectural Board.
- s. 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.
- t. 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.
- u. 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.
- v. 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.
- w. No clothing or 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

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operated upon the above described real property except such machinery as is usual in maintenance of the living unit.

- x. Garden plots are allowed, however, they are not allowed in the front lawn area. Landscaping is not considered gardening.
- y. Satellite television dishes shall be allowed if approved by the Architectural Board.
- z. Solar collectors shall be allowed if approved by the Architectural Board.

3. **Easements:** Dedicated easements, as set forth on the plat of Cambridge Square 1<sup>st</sup> Addition and Cambridge Square 2<sup>nd</sup> Addition, respectively, are granted to the City of Fremont and any public or private utility company for reciprocal use by abutting property owners for the sole purpose of construction and maintenance of utility lines and pipes and drainage facilities. Such easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof.

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 owners 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 this 21<sup>st</sup> day of May, 2002.

CAMBRIDGE SQUARE 1<sup>ST</sup> ADDITION and  
CAMBRIDGE SQUARE 2<sup>ND</sup> ADDITION, Dodge  
County, Nebraska

By Gordon C. Brannon  
GORDON C. BRANNON, Owner

By Maxyne S. Brannon  
MAXYNE S. BRANNON, OWNER

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STATE OF NEBRASKA    )  
                                  ) ss  
COUNTY OF DODGE    )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 2002, by GORDON C. BRANNON and MAXYNE S. BRANNON, husband and wife, owners.



Joyce L. Walker  
Notary Public