




MISC 2013005034



JAN 16 2013 09:54 P 12

COPY

misc ME
 FEE 76.00 F# 68-05457
 BKP _____ C/O _____ COMP PO
 DEL PW SCAN _____ FV ST

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 1/16/2013 09:54:03.09

 2013005034

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

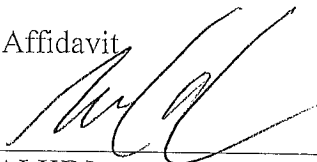
AFFIDAVIT

COMES NOW the undersigned, Mike Salkin and deposes and states upon oath as follows:

1. I am of the age of majority, of sound mind and have personal knowledge of the facts alleged herein.
2. I am President of the Cambridge Oaks Homeowners Association, Inc, ("Association") a Nebraska non-profit corporation.
3. The corporation is in good standing in the State of Nebraska.
4. Attached hereto and incorporated by reference is a true and correct copy of the current By-laws of the Association, duly and properly enacted.
5. The Association governs and encompasses the lots legally described as:

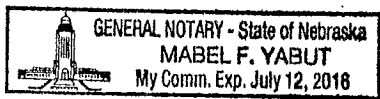
Lots 1 and 2, CAMBRIDGE OAKS REPLAT 2, being an Administrative replat of Lot 1, CAMBRIDGE OAKS REPLAT OF LOTS 133 AND 134, and Lots 1 through 132, and Lots 135 through 185, inclusive, of Cambridge Oaks, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

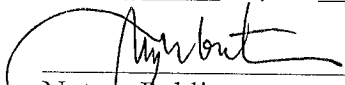
I have personal knowledge of the facts alleged in this Affidavit



 MIKE SALKIN

SUBSCRIBED TO AND SWORN before me the 10th day of January 2013.


 GENERAL NOTARY - State of Nebraska
 MABEL F. YABUT
 My Comm. Exp. July 12, 2016



 Notary Public

RETURN: Douglas W. Ruge
14769 California Street
Omaha, NE 68154

(402) 964-4617

CK-005931 (5931)

**BYLAWS
OF
CAMBRIDGE OAKS HOMEOWNERS ASSOCIATION, INC. AS AMENDED**

ARTICLE I

BYLAWS

Section 1. Description.

These are the Bylaws of Cambridge Oaks Homeowners Association, Inc. a Nebraska corporation, with its registered offices at Omaha, Nebraska.

Section 2. Purpose.

The corporation has been organized to maintain, operate and improve certain real property in Cambridge Oaks, an addition to the City of Omaha, as surveyed, platted and recorded, and to do and accomplish such other things which in the discretion of the Members and/or Directors are of mutual benefit to the Cambridge Oaks property owners.

Section 3. Membership.

a. How Membership Determined. Membership in the Association is automatically granted and restricted to record owners of Lot(s) in Cambridge Oaks. Provided, however, when a record owner is selling a Lot to a buyer on a land contract, the contract buyer shall be the Member of the Association.

b. One Vote For Each Lot. There shall be one vote for each Lot regardless of the number of members owning an interest in said Lot. When more than one Member owns an interest in any Lot, the vote for said Lot shall be exercised as the Members owning said Lot shall determine among themselves, but in no event shall more than one vote be cast with respect to each Lot. In the event the owners of a Lot are not in agreement with respect to how the vote for said Lot is to be cast, the Directors may in their sole and absolute discretion (1) count the first vote cast for said Lot by any Member Owner of said Lot or (2) disallow any vote for said Lot or (3) register the vote for said Lot in accordance with the wishes of a majority of the owners of said Lot.

c. Membership Count. In addition to voting, for purposes of a quorum, adjournment, removal of Directors, or for any other purpose where a Member count is referred to in these Bylaws, the membership count shall be the number of Lots represented by Members.

Section 4. Property Submitted.

The Property covered by these Bylaws shall be all of the Lots and Outlots in Cambridge Oaks, an addition to the City of Omaha, as surveyed, platted and recorded.

ARTICLE II

MEMBERS

Section 1. Annual Members' Meetings.

The first annual meeting of the Members shall be held on such date as shall be determined by the Board of Directors and all subsequent annual meetings shall be held on a date selected by the Board of Directors, but at least annually.

Section 2. Special Meetings of the Members.

Special meetings of the Association Members may be called by the President or Vice President or by a majority of the Board of Directors and must be called upon receipt of a written request from a majority of Members. Notice of a special meeting shall state the time and place of such meeting and the purpose thereof. No business, except as stated in the notice, shall be transacted at the special meeting.

Section 3. Place of Meetings.

Meetings of the Association Members shall be held at such place as shall be convenient to the Members as shall be determined by the Board of Directors.

Section 4. Notice of Meetings.

It shall be the duty of the Secretary to mail a written notice of each annual or special meeting of the Association not less than ten (10) nor more than sixty (60) days in advance of the meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member, at their address or at such other address as such Member shall have designated by notice in writing to the Secretary. The mailing of the notice of the meeting in the manner provided by this Section shall be considered service of notice.

Section 5. Quorum.

A quorum for Association Members' meetings shall consist of the presence, in person or by proxy, of twenty-five percent (25%) of all Members of the Association, unless otherwise provided in these Bylaws or the Declaration of Covenants, Conditions and Restrictions for Cambridge Oaks, recorded at Book 865, Page 502 in the Register of Deeds Office of Douglas County, Nebraska, including any amendments thereto (the "Covenants").

Section 6. Voting.

Each Member, or some person designated by such Member to act as proxy on his, her or their behalf and who need not be a Member, shall be entitled to cast the vote for each Member at all meetings of Members. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the Member so designating. A fiduciary shall be the voting Member with respect to any Lot owned in a fiduciary capacity.

Section 7. Majority Vote.

The vote of a majority of Members at a meeting at which a quorum shall be present shall be binding upon all Members for all purposes except where in these Bylaws or the Covenants a higher percentage vote is required.

Section 8. Procedure.

The President shall preside over Members' meetings and the Secretary shall keep the minute book wherein the resolutions shall be recorded.

Section 9. Adjournment.

If any meeting of the Members cannot be held because a quorum has not attended, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not more than forty-eight (48) hours from the time the original meeting was called.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Number and Qualifications.

The affairs of this Association shall be managed by a Board of five (5) Directors, who must be members of the Association. The number of directors may be increased by any amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are the following:

Address

Shawn R. Shaffer	16512 Mason Street, Omaha, Nebraska 68118
Jeff Warren	16636 Harney Street, Omaha, Nebraska 68118
John I. Battiato	417 South 166th Street, Omaha, Nebraska 68118
Tom Falcone	16634 Howard Circle, Omaha, Nebraska 68118
Mike Salkin	418 South 166th Street, Omaha, Nebraska 68118

Section 2. Powers and Duties.

The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Association, and may do all acts and things except as by law or by these Bylaws may not be delegated to the Board of Directors by the Members. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of such Common Properties or Other Common Properties, as defined in the Covenants, as the Board of Directors in its sole and absolute discretion shall determine.
- (b) Determination of the assessment for common expenses required for the affairs of the Association, including, without limitation, the operation and maintenance of the Association.
- (c) Collection of assessments of all types, as later outlined herein.
- (d) Employment and dismissal of the personnel and/or contractors necessary for the maintenance and operation of the various properties as outlined herein.
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of the properties as outlined herein.

(f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Making of repairs, additions and improvements to or alterations of the properties as outlined herein.

Section 3. Managing Agent and Manager.

The Board of Directors may employ a managing agent and/or a manager at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize.

Section 4. Election and Term.

At the first annual meeting the Members shall elect one-third (1/3) of the entire Board for a term of one year, one-third (1/3) of the entire Board for a term of two years, and one-third (1/3) of the entire Board for a term of three years. At each annual meeting thereafter, the Members shall elect one-third (1/3) of the entire Board for a term of three years, or, in the event the total number of Directors is not divisible by three, then as near one-third (1/3) as possible to maintain the three year term for Directors.

Section 5. Removal of Directors.

At any regular or special meeting of Association Members anyone or more of the members of the Board of Directors may be removed with or without cause by a majority vote of the Members and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any members of the Board of Directors whose removal has been proposed by the Association Members shall be given an opportunity to be heard at the meeting prior to the vote.

Section 6. Vacancies.

Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the Association Members shall be filled by vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the vacating member and until a successor shall be elected in accordance with these Bylaws.

Section 7. Annual Board Meeting.

The annual meeting of the members of the Board of Directors shall be held immediately following the annual meeting of the Association Members at such time and place as shall be fixed by the Association Members at the meeting at which such Board of Directors shall have been elected. No notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

Section 8. Regular Meetings.

Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors but at least two such meetings shall be held during each calendar year, in addition to the annual meeting. Notice of regular meetings of the Board of Directors shall be given to each member of the Board, by mail, at least three business days prior to the day named for such meeting.

Section 9. Special Board Meetings.

Special meetings of the Board of Directors may be called by the President upon five (5) business days' notice to each member of the Board, given by mail, or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and like notice on the written request of at least three (3) members of the Board of Directors unless there are less than three (3) members, in which event, upon written request of the one or two remaining members.

Section 10. Waiver of Notice.

Any member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice to him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum

At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjournment at which quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 12. Compensation.

No members of the Board of Directors shall receive any compensation from the Association for acting as such; provided, however, members of the Board of Directors shall receive reimbursement for expenses actually incurred.

Section 13. Liability.

The members of the Board of Directors shall not be liable to the Members for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Members shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Association shall provide that the members of the Board of Directors or the managing agent, or the manager, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder. The liability of any Member arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board shall be limited to said members' proportionate per Lot share of the total amount as determined by the fractional share of Lot(s) owned by said Member divided by the total number of Lots for which the Association is entitled to collect an assessment at the time the Association becomes liable.

ARTICLE IV

OFFICERS

Section 1. Designation.

The officers of the Association shall consist of a President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors, and such additional officers as the Directors shall from time to time deem necessary. Any person may hold two or more offices, but no one person shall hold the offices of President and Secretary simultaneously. Members of the Board of Directors may also be officers. The President shall be elected from the members of the Board of Directors.

Section 2. Election.

The officers of the Association shall be elected annually by a majority vote of the Board of Directors at the annual Board meeting, and shall hold office at the pleasure of the Board.

Section 3. Removal.

Upon the affirmative vote of a majority of the Board of Directors, any officer may be removed, with or without cause, and his successor shall be elected at any regular or annual meeting, or at a special meeting of the Board called for that purpose.

Section 4. President.

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association Members and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a corporation organized under the laws of Nebraska, including but not limited to, the power to appoint committees from among the Members from time to time as he may at his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-President.

The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in place of the President, on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 6. Secretary.

The Secretary shall take the minutes of all meetings of the Association Members and of the Board of Directors and shall keep same at the principal office of the Association unless otherwise instructed by the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the secretary of a corporation organized under the laws of the State of Nebraska.

Section 7. Treasurer.

The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate records of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the depositing of all monies and other valuable effects in the name of the Board of Directors or the managing agent, in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of the State of Nebraska.

Section 8. Compensation.

No officer shall receive any compensation from the Association for acting as such.

Section 9. Agreements, Contracts, Etc.

All agreements, checks, contracts and other instruments shall be signed by an officer of the Association or by such other person or persons as may be designated by the Board of Directors.

ARTICLE V

ASSESSMENTS

Section 1.

Each Member agrees 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(s) who owned the Lot when the lien was created shall continue.

Section 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 rights reserved to the Association in Paragraph Q of Article III of the Covenants;
- (c) To acquire, construct, reconstruct, or replace new or existing capital improvements, structures, facilities and fixtures on the Common Properties and Other Common Properties, including personal property used in connection therewith;
- (d) To pay the costs and expenses of enforcing the provisions of the Covenants, including the fees of attorneys hired to represent the Association, court costs, witness fees, and related costs;
- (e) To carry out such other purposes as the Association shall from time to time determine to be in the best interests of the Members.

Section 3. Regular Assessment.

At the annual meeting of the Directors or at such other time as determined by the Directors, 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 the Owner of 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.

Section 4. Weed Mowing and/or Clearing Assessment

In the event the Association exercises its rights reserved in Paragraph Q of Article III of the Covenants, the lien against the Lot shall be the amount the Board of Directors of the Association shall determine sufficient to cover the total expense of mowing and/or clearing and the collection of same.

Section 5. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment authorized above, in any assessment year only for the purpose of defraying, 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.

Section 6. Date of Commencement of Annual Assessments: Due Date.

The annual assessments provided for herein shall commence at such date as shall be determined by the Board of Directors.

- (a) When Assessments Start. Beginning upon assessment all Lots shall be subject to the assessments contained herein.
- (b) When Assessed and Notice to Members. The Board of Directors shall fix the amount of the annual assessments to be assessed against each Lot within thirty (30) days of the annual Meeting of Directors. Written notice of the annual assessment shall be sent to each Member

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 Member in advance shall not, however, relieve any Member 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 Members pay the annual assessments in one payment or 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.

Section 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, or at the maximum rate at which individuals may contract from time to time in the State of Nebraska, whichever is lower. The Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the property in the same manner as provided by law for the foreclosure of mortgages. No Member may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Properties, or Other Common Properties, or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages or Deeds of 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(s) who owned the Lot at the time when the lien attached remains personally liable for payment of the amount of the lien.

Section 9. Exempt Property.

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

ARTICLE VI

AMENDMENT

Section 1. Amendment of Bylaws.

These Bylaws may be amended by a favorable vote of sixty-six and two-thirds percent (66 2/3%) or more of the Members. This may be done at a special or annual meeting.

ARTICLE VII

RECORDS

Section 1. Records and Audit.

The Board of Directors or the managing agent shall keep detailed records of the actions of the Board of Directors and the managing agent, minutes of the meeting of the Board of Directors, minutes of the meetings of Members, and financial records and books of account of the Corporation, including a chronological listing of receipts and expenditures, as well as a separate account for each Lot which, among other things, shall contain the amount of each assessment against such Lot, the date when due, the amounts paid thereon, and the balance remaining due.

Section 2. Examination of Books.

Each Member and each mortgagee of a Lot shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more than once every three (3) months.

ARTICLE VIII

MISCELLANEOUS

Section 1. Notices.

Any notice required to be sent to any Member shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member on the records of the Association at the time of such mailing; providing, that it shall be the sole responsibility of each contact buyer and mortgagee to notify the Association, in writing of its interest in a Lot prior to the responsibility arising in the Association to notify said contract buyer or mortgagee as required under any of the provisions herein established. In the absence of such notice, the Association shall be free from any liability or responsibility to such party or parties arising by reason of performing its duties hereunder.

Section 2. Gender.

The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, whenever the context so requires.

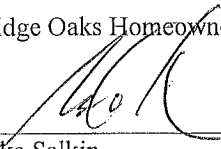
Section 3. Nonwaiver.

No restrictions, conditions, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches thereof which may occur.

We attest that this is a true and correct copy of the Bylaws as amended on or about February 23, 1994 and April 21, 1994.

Signed this 4th day of December, 2012

Cambridge Oaks Homeowners Association



By: Mike Salkin
Its President



By: Roseanne Gyhra
Its Secretary