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DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
FARMINGTON WOODS IN DOUGLAS COUNTY, NEBRASKA

DEC 21 2 11 PM '94

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

THIS DECLARATION made on the date hereinafter set forth by R.S. Land, Inc.
("Declarant").

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Douglas County, Nebraska
and described as follows:

Lots 1 through 129, inclusive, in Farmington Woods, a subdivision as
surveyed, platted and recorded in Douglas County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation, protection and enhancement of the
values and amenities of such community and for the maintenance of the character, value desirability,
attractiveness and residential integrity of the Lots.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be
held, sold and conveyed subject to the following restrictions, covenants, conditions and easements,
all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness
of the Lots. These restrictions, covenants, conditions and easement 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, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and
each of the following conditions and other terms:

ARTICLE I
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used for residential purposes except for such Lots or parts thereof
as may hereafter or previously have been conveyed or dedicated by Declarant, for use as a school or
park.
2. For each dwelling there must be erected a private garage for not less than two (2) cars,
nor more than three (3) cars, each car stall to be a minimum size of ten feet by twenty-one feet.
3. For a period of twenty (20) years after the filing of this Declaration, no residence,
building, fence, wall, driveway, patio enclosure, rock garden, swimming pool, tennis court, dog
house, tree house, antenna, satellite receiving station ("dish"), flag pole, solar heating or cooling
device, tool shed, wind mill, wind generating equipment, or other external improvement, above or
below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed

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DEL.	C/O	COMP. <i>[initials]</i>
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R.S. Land Inc.
11823 Ardmore #220
Omaha, Neb 68144

or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant, as follows:

(i) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "Plans"). Such Plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, and location of structure proposed for such Improvement. Concurrent with submission of the Plans, owner shall notify the Declarant of the owner's mailing address.

(ii) Declarant shall review such Plans in relation to the type and exterior of improvements and construction, or approved for construction, on neighboring Lots and in the surrounding area and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

(iii) Written notice of any refusal to approve a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the Plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the Plans. If notice of refusal is not mailed within such period, the proposed Improvement shall be deemed approved by Declarant.

(iv) The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarant to protect the values, character and residential quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligations shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

However, the Declarant's rights shall transfer to the Farmington Woods Homeowners Association, Inc. upon the expiration of ten (10) years from the date of the filing of these covenants with the Douglas County Register of Deeds or upon the sale and closing of eighty (80%) percent of the lots to independent third party homeowners, whichever occurs first.

4. The exposed front foundation wall as well as any foundation wall facing a street of all main residential structures must be construed of or faced with brick or simulated brick or stone or stucco. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, asphalt or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, stone or siding. All painted areas shall be in subdued earthtones.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a Lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, sign and billboards or the construction and maintenance of buildings, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots.

6. No repair of any boats, automobiles, motorcycles, trucks, campers, or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as inconspicuous a manner as possible.

7. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) except that during the months of May through September vehicles may for no more than 15 days be parked in the driveway only. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, airplanes, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this restriction shall not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

8. No outside trash or garbage pile, burner, receptacle or incinerator shall be erected, placed or permitted on any Lot. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. Lots shall be maintained free of trash and debris. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per residence.

9. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots. No fence shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. All produce or vegetable gardens shall be maintained only in rear yards.

10. A dwelling on which construction has begun shall be completed within one (1) year from the date the foundation was commenced for such dwelling.

11. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each built upon Lot and upon the street side of each built upon corner Lot. The sidewalk shall be placed four (4) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof.

12. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except that a dog house constructed for one (1) dog shall be permitted; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, if required by this Declaration. Dog runs and dog houses shall only be allowed at the rear of the building, concealed from public view.

13. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of eight (8) inches.

14. No structure of a temporary character, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structures, dwellings or modular housing improvements shall be moved from outside Farmington Woods to any lot.

ARTICLE II
EASEMENTS

A perpetual license and easement is hereby granted to the Omaha Public Power District, U.S. West Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables of the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five (5') foot wide strip of land abutting all front and side boundary lot lines and an eight (8') foot wide strip of land abutting the rear boundary lines of all exterior lots. No permanent buildings or retaining walls shall be placed in the said easement ways, 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. All such utility service lines from the property line to dwelling shall be underground.

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ARTICLE III
NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGES

U.S. West Communications, Inc. may, upon completion of its distribution system, require a connection charge on some or all of the lots at the time service is requested.

ARTICLE IV
HOMEOWNER'S ASSOCIATION

A. The following definitions shall apply for the purposes of this Article:

1. "Association" shall mean and refer to the Farmington Woods Homeowners Association, Inc., its successors and assigns, a Nebraska non-profit corporation.
2. "Improved Lot" shall mean and refer to any Lot of the Properties on which a dwelling has been erected and the construction thereof is substantially complete.

All other definitions contained in Article I will likewise be applicable to his Article.

B. Every owner shall be a member of the Association to be established for the purpose of maintaining the perimeter fencing, landscaping and lighting and entry-way signage, fencing, landscaping and lighting for Farmington Woods. The Homeowner's Association shall cover all of the lots in Farmington Woods. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

C. The Declarant, for each Lot owned within the Properties as defined herein, hereby covenants and each owner of any Lot by acceptance of a deed therefor, whether or not regular annual assessments are assessed for the charges for the purposes hereinafter set forth to pay assessments levied by the Association as hereafter provided, which assessments, together with interest, costs, and reasonable attorneys' fees shall be and constitute, until paid, a continuing charge against and a lien upon such Lot or property against which each such assessment is made.

D. The assessment levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members, to maintain, repair and replace when necessary the Farmington Woods Subdivision perimeter fencing, landscaping and lighting and the entryway islands landscaping, fencing, lighting and signage, without contribution from Sanitary and Improvement District No. 206 of Douglas County, Nebraska.

E. 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 fiscal affairs and general operations for the Association for that year, and shall levy and collect annual assessments from each Lot, which shall be sufficient to fund the budget for the fiscal year. The regular assessments for each unimproved Lot shall be no more than fifty (50%) percent of the regular assessments for each Improved Lot.

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F. The regular annual assessments provided for herein shall commence as to all Lots on the first day of the month following the filing of this Declaration. The regular annual assessments provided herein as to an Improved Lot shall commence the first day of the month following the month during which the dwelling thereon was substantially completed. The first regular annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

G. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine (9%) percent per annum. The Association may foreclose the lien against the property in the same manner as provided by law for foreclosure of mortgages.

H. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

I. All Lots dedicated to, and accepted by, a local public authority and all Lots 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. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

J. The Association is a non-profit corporation originally formed by the Declarant and its Articles of Incorporation and Bylaws, to the extent not inconsistent with this Declaration, are hereby incorporated herein by this reference. In the event of any conflict between the Articles and/or Bylaws of the corporation and this Declaration, then this Declaration shall control.

ARTICLE V GENERAL PROVISIONS

1. The Declarant, the Association or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now, or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this Declaration shall run with the land for a term of twenty (20) years from the date this Declaration is recorded unless ratified by a document executed by the owners of ninety-five (95%) percent of the Lots. Any such modification shall require the consent of SID #206, Douglas County, Nebraska if said entity is then in existence. Thereafter, the

covenants, restrictions and other provisions of this Declaration shall automatically renew for successive ten (10) year periods unless terminated or amended by the owners of not less than seventy-five (75) percent of said Lots, which termination or amendment shall thereupon become binding upon all the Lots.

3. The owners of all Lots abutting on the Eldorado Common Area will at all times comply with and be bound by the respective Protective Covenants currently of record with respect to the common area as well as the Rules and Regulations promulgated with respect thereto from time to time by Sanitary and Improvement District No.206 of Douglas County, Nebraska and the Eldorado III Homeowners Association.

4. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

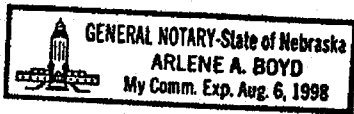
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this ___ day of 12-19, 1994.

R.S. LAND, INC.

By: Ronald E. Smith, President, Title

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 19th day of December, 1994 by Ronald E. Smith, President of R.S. Land, Inc.



Arlene A. Boyd
Notary Public



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Date	
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By	

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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**DESIGNATION OF SUCCESSOR DECLARANT
UNDER DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

APPLICABLE TO

**LOTS 1 THROUGH 42 AND 62 THROUGH 129,
IN FARMINGTON WOODS AND
LOTS 1 THROUGH 26 IN FARMINGTON WOODS REPLAT**

Prepared by and to be returned
following filing to:

Larry R. Forman, Esquire
Hillman, Forman, Nelsen,
Childers & McCormack
7171 Mercy Road, Suite 650
Omaha, Nebraska 68106

This Designation of Successor Declarant is made on the date set forth hereafter by R. S. Land, Inc. and Bryn Mawr, Inc.

WITNESSETH THAT:

WHEREAS, R. S. Land, Inc. was designated Declarant under that Declaration of Covenants, Conditions, Restrictions and Easements for Farmington Woods dated December 19, 1994 and filed in the Office of the Register of Deeds of Douglas County, Nebraska on December 21, 1994, at Book 1136, Page 439 of the Miscellaneous Records ("the Declaration") with respect to the following described property, to-wit:

Lots 1-129 both inclusive, in Farmington Woods, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and *mc-11925*

WHEREAS, Bryn Mawr, Inc., the record owner of the Lots as of the date of filing of the Declaration, consented to and ratified said Declaration by that certain consent to ratification of Declaration dated September 11, 1996 and filed in the Office of the Register of Deeds of Douglas County, Nebraska on September 20, 1996 at Book 1188, Page 640 of the Miscellaneous Records; and

WHEREAS, Lots 43-61 of Farmington Woods have been replatted as *(Lots 1-26)* both inclusive in Farmington Woods Replat, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and *mc-11926*

WHEREAS, Bryn Mawr, Inc., by Deed dated September 13, 1996 and filed in the Office of the Register of Deeds of Douglas County, Nebraska on September 20, 1996 at Book 2043, Page 362 of the Deed Records, conveyed to Marasco, Inc. the following 73 Lots in Farmington Woods:

Lots 1 through 7, 9, 11, 13, 16, 17, 20, 22, 23, 24, 27, 28, 30 through 42, 71 through 78, 81 through 86, 89 through 95, 97, 99 through 104, 106, 107, 108, 111, 112, 113, 115, 120, 122, 124, 125, 126, 128, and 129,

and has no further pecuniary interest in and to Farmington Woods or Farmington Woods Replat; and

WHEREAS, the property now subject to the Declaration consists of Lots 1-42 both inclusive and 62-129 both inclusive in Farmington Woods, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska and Lots 1-26 both inclusive in Farmington Woods Replat, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (collectively "the Lots"); and

WHEREAS, the Declaration provides that Declarant's rights thereunder shall transfer to Farmington Woods Homeowner's Association, Inc. upon the expiration of 10 years from the date of filing of the Declaration with the Douglas County Register of Deeds (i.e.

December 21, 2004) or upon the sale and closing of 80% (i.e. 103) of the Lots in Farmington Woods to independent third-party homeowners, whichever occurs first; and

WHEREAS, neither of the aforesaid events resulting in transfer of Declarant's rights has occurred as of the date hereof; and

WHEREAS, R. S. Land, Inc. and Bryn Mawr, Inc. desire to designate Marasco, Inc. as successor declarant under the Declaration for the purpose of exercising all rights to which R. S. Land, Inc. was entitled under the Declaration until the occurrence of either of the aforesaid events,

NOW, THEREFORE, in consideration of the above and foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, R. S. Land, Inc. and Bryn Mawr, Inc. do hereby designate Marasco, Inc., its successors and assigns, as Successor Declarant under the Declaration, hereby granting to Marasco, Inc. all rights heretofore exercisable by R. S. Land, Inc. under said Declaration including the right to enforce covenants and the right to incorporate Farmington Woods Homeowner's Association, Inc., it being understood that the rights granted hereby shall be exercisable by Marasco, Inc., its successors and assigns, only until (a) December 21, 2004 or (b) the sale and closing of 80% of the Lots in Farmington Woods to independent third-party homeowners, whichever occurs first, at which time such rights shall transfer to Farmington Woods Homeowner's Association, Inc. in accordance with Article I, Section 3 of said Declaration.

IN WITNESS WHEREOF, R. S. Land, Inc. and Bryn Mawr, Inc. have caused this document to be executed this 30th day of June, 1999.

ATTEST:

R. S. LAND, INC.

Kelly G. Smith
Secretary

By: Ronald E. Smith
Ronald E. Smith, President

ATTEST:

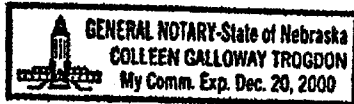
BRYN MAWR, INC., A Nebraska Corporation

Caroline A. Boyd
Secretary

By: Charles G. Smith
Charles G. Smith, President

STATE OF NEBRASKA)
)ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 30th day of June, 1999 by Ronald E. Smith, President of R. S. Land, Inc. who acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the corporation.



Colleen Galloway Trogdon
Notary Public

My commission expires: 12/20/00

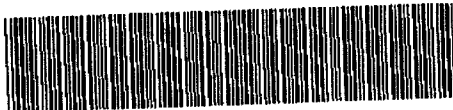
STATE OF NEBRASKA)
)ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 30th day of June, 1999 by Charles G. Smith, President of Bryn Mawr, Inc. who acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the corporation.

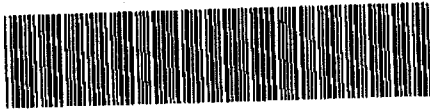


Arlene A. Boyd
Notary Public

My commission expires: 8/6/02



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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, ("Declaration") made on the date hereinafter set forth by Dave Paik Builders, Inc., a Nebraska corporation, hereinafter referred to as "Declarant."

PRELIMINARY STATEMENT:

Declarant is the owner of certain real property in Douglas County, Nebraska, which is more particularly described as:

Lots 1 through 26, inclusive, in Farmington Woods Replat, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

NOW, THEREFORE, Declarant hereby declares that all the properties described above and any other properties hereinafter made subject to this Declaration 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 and desirability of the properties and the enjoyment of the residents and owners thereof, and which shall run, perpetually with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Farmington Woods Townhomes Association, Inc., a Nebraska nonprofit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of fee simple title to any townhome Unit or Lot which is a part of the Properties, but excluding in all cases those having any such interest merely as security for the performance of any obligation. If a townhome Unit or Lot is sold under a recorded contract of sale, the purchaser (rather than the fee Owner) will be considered the Owner.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additional real properties as may hereafter be brought within the jurisdiction of the Association in accordance with the provisions of this Declaration.

Daniel Kinnamon
Erickson + Sederstrom
10330 Regency Parkway Dr.
Law

Section 4. "Lot" shall mean and refer to those plots of land shown as lots upon the recorded subdivision map of Farmington Woods Replat.

Section 5. "Declarant" shall mean and refer to Dave Paik Builders, Inc., and its successors, assigns or appointees.

Section 6. "Unit" shall mean an individual dwelling/ townhome unit situated on a Lot. Such Units are referred to collectively as "Units" and individually as "Unit".

Section 7. "Architectural Control Committee" shall mean the individual or committee appointed from time to time by the Board of Directors of the Association.

Section 8. "Farmington Woods Declaration of Covenants" shall mean that certain Declaration of Covenants, Conditions, Restrictions and Easements of Farmington Woods, dated December 19, 1994, and recorded with the Register of Deeds of Douglas County, Nebraska, on December 21, 1994, in the Miscellaneous Records at Book 1136, Page 439. The Farmington Woods Declaration of Covenants is by this reference incorporated herein.

(Note: The Association does not and will not own any real property for the common use and enjoyment of any Owner, sometimes referred to generally as "Common Area".)

**ARTICLE II
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Unit or Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit or Lot which is subject to assessment.

Section 2. In order to ensure that a quorum is present for all meetings of the members, and to allow for orderly management of the Association's affairs, it shall be the duty of each member to attend such meetings or execute and deliver to the Association a continuing proxy prepared by the officers of the Association. This continuing proxy shall operate in lieu of the actual attendance at the meeting by the specific member and shall be void if the member personally attends that meeting to exercise the member's right to vote. An Owner may provide a superseding proxy to be voted by his duly authorized attorney in fact for one specific meeting only. The proxy shall be subject to the terms of the Nebraska Nonprofit Corporation Act concerning revocability and life span of the proxy. Failure to attend personally or by proxy is a violation of this covenant.

The continuing proxy shall be voted by the President of the Association in his or her discretion at any meeting. It is noted that Nebraska law requires that members holding 1/10th of the votes entitled to be cast represented in person or by proxy shall constitute a quorum. The continuing proxy shall provide on its face that it is valid on a continuous basis for an indefinite period of time (subject to limitations in effect from time to time under the Nebraska Nonprofit Corporation Act) until revoked in writing by the specific Owner. All proxies shall be in writing and filed with the Secretary of the Association. Each proxy shall be freely revocable and shall automatically cease when the member giving such proxy shall cease to be an Owner of a Lot or at such earlier time as shall be specified in the proxy or by operation of law.

Section 3. The Association shall have two classes of voting membership:

Class A. The Class A members shall be all Owners, with the exception of the Declarants, and shall be entitled to one (1) vote for each Unit or Lot owned. When more than one person holds an interest in any Unit or Lot, all such persons shall be members. The vote for such Unit or Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit or Lot.

Class B. Class B member(s) shall be the Declarant and it shall be entitled to four (4) votes for each Lot or Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On January 1, 2004; or
- (c) The written direction of Declarant.

**ARTICLE III
COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Unit or Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges, such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and attorney's fees, shall be a charge on the land and shall be a continuing lien upon the real property against which each such assessment is made. Each such assessment, together with interest, costs, and attorney's fees, shall also be the personal obligation of the person(s) who was the Owner of such real property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them, and in that event all successors shall take title subject to the lien for such assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments. All assessments made under this Declaration shall not be in lieu thereof but shall be in addition to any other assessments from time to time made by the Farmington Woods Homeowners Association under the Farmington Woods Declaration of Covenants.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the expenses, charges, and costs of the operation of the Association and the exterior maintenance of the Lots and Units situated thereon as more particularly described herein.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall not exceed Nine Hundred Sixty Dollars (\$960.00) per Unit or Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year without a vote of the members by a percentage of the prior

years' assessment, which percentage shall not exceed the greater of five percent (5%) of the maximum assessment for the previous year or the percentage increase in the U.S. Department of Labor Consumer Price Index (all items) for all Urban Consumers, 1993 - 94 = 100 ("CPI-U") for the month of October immediately preceding such new calendar year as compared to the CPI-U for the month of October in the prior year. If the CPI-U is discontinued or replaced, then the Board of Directors shall substitute a reasonably equivalent other index which will accomplish the same result of reflecting general consumer price changes in the United States economy.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the percentage increase permitted in subparagraph (a) above, by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Rate of Assessment. Annual assessments must be fixed, based on the status of each Lot. All Lots which have a townhome Unit completed and residents living therein will be assessed. Lots or Units under construction, which are vacant, used as models and/or unsold to third party purchasers (not the Declarant or its assigns) will not be assessed. All assessments may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots or Units on the first day of the month following the conveyance of the first townhome Unit to a third party purchaser. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot or Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 specified Lot or Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit or Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date

at the then maximum legal rate for individuals allowable in the State of Nebraska. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by maintaining his or her own Unit or Lot.

Section 8. Abatement of Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may in its discretion, abate all or any part of the assessments due in respect of any Lot or Unit.

Section 9. Subordination of the Lien to Mortgages/Trust Deeds. 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 Unit or Lot shall not affect the assessment lien. However, the sale or transfer of any Unit or Lot pursuant to a mortgage or trust deed foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exterior Maintenance and Services. Exterior maintenance (as defined herein) of each townhome Unit and Lot shall be provided by the Association and each Owner does hereby consent and grant to the Association and its officers, employees, agents, contractors and repairmen, a perpetual and permanent easement over and across such Unit and Lot at any reasonable time to make inspections and to perform such exterior maintenance. "Exterior maintenance" shall mean the painting of exterior wood and metal building surfaces, together with maintenance of the lawns (mowing, fertilization and chemicals), garbage pickup and snow removal. Exterior maintenance shall at all times be consistent with and comply with the provisions of the Farmington Woods Declaration of Covenants. Exterior maintenance shall not include any repairs or maintenance of sanitary sewer, water, gas or electrical lines on Owner's Lot, roof repair or replacement, repair or maintenance of gutters, downspouts, sprinkler systems, or any damage to property of any kind normally covered by homeowners insurance policies with extended coverage including but not limited to such items as glass, garage doors, entrance doors and Owner's personal property. There shall be no exterior painting permitted of any townhome Unit by any Owner. All exterior maintenance that is not the responsibility of the Association shall be the responsibility of each Owner of a townhome Unit and Lot.

In the event that the need for any exterior maintenance of a Unit or the improvements thereon by the Association is caused through the willful or negligent acts or omissions of its Owner, or through the willful or negligent acts or omissions of the family, guests, or invitees of the Owner of the Unit needing such maintenance, the cost of such exterior maintenance by the Association shall be added to and become part of the assessment to which such Unit is subject under this Declaration.

With respect to those maintenance obligations that are not the responsibility of the Association, in the event an Owner of any Unit shall fail to maintain the exterior of the Owner's Unit and any other improvements situated on the Owner's Lot in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon the Owner's Lot and to repair, maintain, and restore the Unit and any other improvements erected on the Owner's Lot. The cost of such exterior maintenance shall be added to and become an additional part of the assessment to which such Unit is subject under this Declaration.

Section 11. Insurance. Each townhome Owner shall provide homeowners insurance with respect to the improvements (townhome Units) in an amount equal to at least eighty percent (80%) of the full replacement value of said improvements or in an amount as may be required by any mortgage holder, whichever is higher, against loss by fire, lightning, windstorm, and other perils covered by standard extended coverage endorsement, and insurance against such other hazards in amounts as are normally carried by owners of like units. Upon request of the Association from time to time, each Owner shall provide written evidence of this insurance coverage.

**ARTICLE IV
PARTY WALLS**

Section 1. General Rules of Law to Apply. Any wall which is built as a part of the original construction of any townhome Unit upon the Properties and placed on the dividing line between two Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair, maintenance and restoration of a party wall shall be shared by the Owners who make use of the such party wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If such party wall is destroyed or damaged by fire or other casualty, any Owner who has used such wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, subject however, to the right of any Owner to call for a larger contribution from any other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes such party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

Section 6. Binding Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party to the dispute shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be binding and enforceable against the parties to the dispute.

**ARTICLE V
RESTRICTIONS, EASEMENTS AND MISCELLANEOUS PROVISIONS**

Section 1. Restrictions. Every Owner shall have full rights of ownership and enjoyment to his individual Unit or Lot, subject to the restrictions set forth in Article I of the Farmington Woods Declaration of Covenants and to the extent not inconsistent with Article I of such Farmington Woods Declaration of Covenants, the following additional restrictions:

(a) No noxious or offensive trade or activity shall be carried on in or from any Unit or Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any Lot. Except while under construction, any wood storage piles and equipment shall be walled in or kept screened by adequate planting or by other means in such a manner as to conceal them from view. Trailers and recreational vehicles shall not be continuously parked on driveways or side yards.

(b) No fences (other than fences constructed by Declarant) shall be erected without the prior written consent of the Board of Directors of the Association. All Lots shall be kept free of all types of trash and debris.

(c) No trailer, basement, tent, shack, garage, barn or other building erected on any Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence until all exterior construction is fully completed according to approved plans.

(d) No birds, snakes, cattle, horses, sheep, poultry, pigs or any other animals shall be kept or maintained on any Lot. Each Owner may, however, keep a maximum of two (2) domestic pets.

(e) All exterior lighting shall be so installed and maintained so as not to unreasonably disturb adjoining Units or adjacent Lot Owners.

(f) Except for approved chemical temporary toilets to be used only during construction, no outdoor toilets may be constructed or maintained on any Lots.

(g) All Lots and Units shall be used only for residential purposes.

ARTICLE VI ARCHITECTURAL CONTROL

No dwelling, fence (other than fences constructed by Declarant), wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, 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 upon any of the Properties, nor shall any grading, excavation, or tree removal be commenced without express written approval of the Architectural Control Committee, and where applicable the express written approval of the Declarant in accordance with the requirements of Article I of the Farmington Woods Declaration of Covenants

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and where applicable any of the provisions of the Farmington Woods Declaration of Covenants. Failure by the Association

or by an Owner to enforce any covenant or restriction herein contained or contained in the Farmington Woods Declaration of Covenants shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term; Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties, for a term of thirty (30) years from the date this Declaration is recorded, after which time they may be automatically extended for successive periods of ten (10) years by action of not less than seventy-five percent (75%) of the Owners. Subject to complying with the provisions of Section 4 of this Article, this Declaration may be amended or dissolved by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment or extension must be recorded in the real estate records to be effective.

Section 4. Special Declarant Rights. Declarant, its successors, assigns or appointees, reserves the right in its sole and absolute discretion at any one or more times to amend this Declaration and annex and bring within the scheme of and make subject to this Declaration Lots 71 through 78, inclusive, in Farmington Woods, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and by virtue thereof add additional townhome Units to this Declaration. Declarant shall have the right to annex the foregoing real property even though at the time of such annexation Declarant owns no townhome Unit or Lot then subject to the Declaration. Each annexation shall be made by recording a supplement or amendment to this Declaration in the Register of Deeds Office of Douglas County, Nebraska, which shall have the effect of extending all the terms and provisions of this Declaration to such additional real property effective on the date of the recording of the supplement or amendment to this Declaration with the Register of Deeds Office of Douglas County, Nebraska. By this Declaration, Declarant and each future Owner of any Lots or Units consent to and approve such annexation of additional townhome Units and Lots hereto.

Declarant, its successors, assigns or appointees, reserves the right to terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Declarant, or the Association, shall each have the right to appoint another entity or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with all the same powers and authority as the original Declarant. Notwithstanding the provisions of Section 3 of this Article, no amendment of this Declaration shall modify in any manner the provisions of this Section 4 unless consented to in writing by Declarant.

Section 5. FHAVA Approval. During the period that there is a Class B membership and the loan on any Owner's Lot or Unit is made or insured by either the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration as the case may be: (i) annexation of additional properties within the jurisdiction of the Association; (ii) any mortgaging or dedication of any common areas of the Association; and (iii) the amendment of this Declaration.

IN WITNESS, WHEREOF, the undersigned being the Declarant herein has executed this Declaration this 23rd day of September 1998.

DECLARANT:

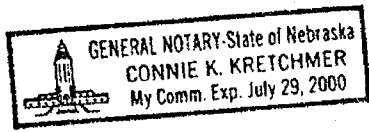
DAVE PAIK BUILDERS, INC., a Nebraska corporation,

By: *David R. Paik*
David R. Paik, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 23rd day of September 1998, by David R. Paik, President of Dave Paik Builders, Inc., on behalf of the corporation.

Connie K. Kretchmer
Notary Public





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Prepared by: Carlson & Burnett, LLP, 14710 West Dodge Rd., Suite 203, Omaha, NE 68154 (402) 934-5500

**AMENDMENT TO
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment To the Declaration of Covenants, Conditions and Restrictions is made on the date hereinafter set forth by Dave Paik Builders, Inc., a Nebraska Corporation, hereinafter referred to as "Declarant."

PRELIMINARY STATEMENT:

Declarant wishes to Amend the Declaration of Covenants, Conditions and Restrictions previously on file, with the Douglas County Register of Deeds, with respect to the following:
 Miscellaneous Records at Book 1264, Page 736
 Lots 1 through 26 of Farmington Woods Replat and Lots 71-78 of Farmington Woods, both subdivisions as surveyed, platted and recorded in Douglas County, Nebraska

NOW, THEREFORE, the Declarant hereby exercises its right as provided for in Article VII Section 4 to annex and hereby bring Lots 71-78, inclusive (commonly referred to as the "Villas"), Farmington Woods, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska into the Farmington Woods Townhomes Association subject to all the terms, conditions and restrictions of said Association.

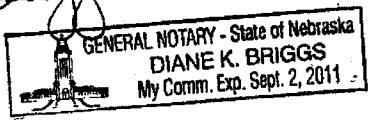
IN WITNESS WHEREOF, the undersigned being the Declarant herein has executed this Amendment to Declaration this 7 day of May, 2008.

DECLARANT:
 DAVE PAIK BUILDERS, INC., a Nebraska Corporation
 By: [Signature]
 David R. Paik, President

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

The foregoing Amendment of Declaration was acknowledged before me on May 7, 2008, by David R. Paik, President, DAVE PAIK BUILDERS, INC., a Nebraska Corporation, Declarant.

[Signature]
 Notary Public



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