

RECEIVED

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

RS Land Inc.  
11821 Ashboro #220  
Omaha, NE 68144

14776

FEE	99.50	MC-11925
DEL.	C/O	COMP
LEGAL PG	SCA	FV

3

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.

**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 this 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.

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.

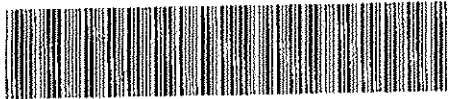
J. The Association is a non-profit corporation originally formed by the Declarant and its Articles of Incorporation and Bylaws, to the extent not inconsistent with this Declaration, are hereby incorporated herein by this reference. In the event of any conflict between the Articles and/or Bylaws of the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

#### ARTICLE V GENERAL PROVISIONS

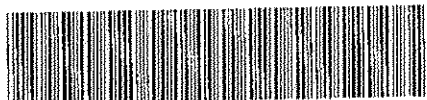
1. The Declarant, the Association or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now, or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation 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





1300 450 MISC



10843 99 450-453

Nebr Doc  
Stamp Tax

Date

\$

By

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

99 JUL 15 AM 10:45

RECEIVED

10643F

FEE 86.00 FB see attached  
*comp*

BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP BW

DEL \_\_\_\_\_ SCAN 9 FV \_\_\_\_\_

**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



2

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,

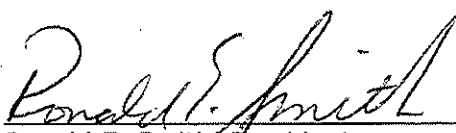
NOW, THEREFORE, in consideration of the above and foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, R. S. Land, Inc. and Bryn Mawr, Inc. do hereby designate Marasco, Inc., its successors and assigns, as Successor Declarant under 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 30<sup>th</sup> day of June, 1999.

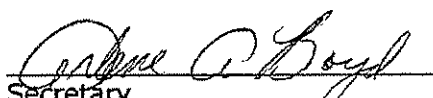
ATTEST:

  
Secretary


R. S. LAND, INC.

By:   
Ronald E. Smith, President

ATTEST:

  
Secretary

BRYN MAWR, INC., A Nebraska Corporation

By:   
Charles G. Smith, President

STATE OF NEBRASKA     )  
  )ss:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on this 30<sup>th</sup> 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 30<sup>th</sup> 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