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AFTER RECORDING, RETURN TO: Daniel B. Kinnamon, Erickson & Sederstrom, P.C., 10330 Regency Parkway Drive, Omaha, NE 68114
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**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS OF
WHITEHAWK, A SUBDIVISION, DOUGLAS COUNTY, NEBRASKA**

This First Amendment to Declaration, made on the date hereinafter set forth, is made by and between Whitehawk Development, LLC, a Nebraska limited liability company (herein "Whitehawk") and Dave Paik Builders, Inc., a Nebraska corporation (herein "Paik").

PRELIMINARY STATEMENT

Whitehawk is the owner of certain real property in the Whitehawk subdivision in Douglas County, Nebraska and as owner thereof has executed and filed of record on April 8, 2004 in the Douglas County Register of Deeds Office, as Instrument No. 2004044720 a Declaration of Covenants, Conditions, Restrictions and Easements of Whitehawk, a subdivision in Douglas County, Nebraska (herein "Declaration"). The Declaration affects the following described real property:

Lots 284 through 720, inclusive, in Whitehawk, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

Paik is the owner of Lots 497 through 536, inclusive, in Whitehawk, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (the "Townhome Lots") and as the owner of such Townhome Lots is desirous of amending Article III of the Declaration solely with respect to the Townhome Lots, to confirm Paik is the Declarant under Article III of the Declaration and to permit Paik to have the authority to exercise certain rights of a Declarant under Article III and to amend Article III of the Declaration. Whitehawk is agreeable to permitting this amendment to Article III solely with respect to the Townhome Lots, all as more particularly hereinafter set forth.

This First Amendment to Declaration shall be recorded against the following described real property:

Lots 497 through 536, inclusive, Whitehawk, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

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It is acknowledged that Section 2 of Article V of the Declaration grants Whitehawk , as Declarant, the authority to amend the Declaration, in its full and absolute discretion until April 8,2009.

NOW, THEREFORE, the Declaration is hereby amended with respect to the Townhome Lots as follows:

1. Section 1 of Article III of the Declaration shall be deleted in its entirety and substituted in lieu thereof shall be the following Section 1 of Article III:

1. The Association. Dave Paik Builders, Inc. shall be deemed the Declarant wherever the word Declarant is used in Article III of the Declaration. Dave Paik Builders, Inc. as Declarant shall cause the incorporation of WHITEHAWK VILLAS TOWNHOMES ASSOCIATION, a Nebraska not for profit corporation (hereinafter referred to as the "Townhome Association") solely for the real property described as follows (hereinafter referred to collectively as the "Lots" and individually as each "Lot"):

Lots 497 through 536, inclusive, Whitehawk, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

The Townhome Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities, if any, for the general use, benefit and enjoyment of the Members and the maintenance and repair of the improvements to the Lots as set forth herein. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas; and signs, fencing and entrances for Villas of Whitehawk. Common Facilities may be situated on property owned or leased by the Townhome Association, or on dedicated property or property subject to easements accepted by and benefiting the Townhome Association.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules and regulations are uniformly applicable to all Members. The rules and regulations may regulate, limit and restrict use of the Common Facilities to Members, their families, their guests, and/or by other persons, who pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Villas of Whitehawk; and the protection and maintenance of the residential character of Villas of Whitehawk.

Whenever reference is made in this Article III to "Lot" or "Lots" it shall be deemed to mean only the townhome lots described in this Section 1 above and shall not include any other lots of the Whitehawk subdivision.

2. There shall be added a new Section 16 to Article III of the Declaration which shall provide as follows:

16. Insurance. Each Owner of a Lot shall provide homeowners insurance with respect to the townhome building and other improvements on the Lot in an amount equal to at least eighty-five percent (85%) of the full replacement value of said building and improvements or in an amount as may be required by any mortgage holder holding a lien on such Lot, whichever is higher, against loss by fire, lightening, 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 townhomes. Each homeowner's insurance policy shall name the Townhome Association as an additional insured and the proceeds from such insurance shall be paid over to the Townhome Association to the extent that the Townhome Association has any responsibility under this Declaration for the repair and improvement of any building and improvements on the Owner's Lot. Upon request of the Townhome Association from time to time, each Owner shall provide a certificate of insurance from its insurer evidencing the insurance coverage required herein and showing the Townhome Association as an additional insured thereunder.

3. There shall be added a new Section 17 to Article III of the Declaration which shall provide as follows:

17. Amendment and Successor Declarant. Any sections of Article III of the Declaration may be amended by Dave Paik Builders, Inc., a Nebraska corporation, or any person, firm, corporation, partnership or entity designated in writing by Dave Paik Builders, Inc., a Nebraska corporation, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date of the recording of this First Amendment to Declaration. Thereafter, this Article III may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots described in Section 1 of Article III. Dave Paik Builders, Inc., a Nebraska corporation, or its successors or assigns may terminate its status as Declarant under this Article III, at any time, by filing a Notice of Termination of Status as Declarant under Article III. Upon such filing, the Townhome Association may appoint itself or another entity, association or individual(s) to serve as Declarant under Article III and such

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 31st day of May, 2005, before me, a Notary Public, personally came DAVE PAIK, President of DAVE PAIK BUILDERS, INC., a Nebraska corporation, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and he acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation.



Jackie Dolinsky

Notary Public