

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002 32977

2002 AUG 23 P 3:34 PM

Glenn J. Dowling

REGISTER OF DEEDS

**FIRST AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF
EAGLE VIEW, A SUBDIVISION IN
SARPY COUNTY, NEBRASKA**

Counter *JA*
Verify *JA*
D.E. *JA*
Proof *JA*
Fee \$ 44.00
Ck ☒ Cash ☐ ☐
90746 *Stamp*
COPY

This Amendment is made to the Declaration of Covenants, Conditions, Restrictions and Easements of Eagle View, a Subdivision in Sarpy County, Nebraska (the "Declaration"), dated August 16, 2000, and recorded with the Douglas County Register of Deeds on August 22, 2000, as Instrument No. 2000-20913, by Rogers Development, Inc., a Nebraska corporation (the "Declarant").

Preliminary Statement

The Declaration was made by Declarant in connection with the development of real estate legally described as follows:

Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, and 5B, and Lots 6 through 64, inclusive, in Eagle View, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

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

Declarant has considered amendment of the Declaration for purpose of amending Article V, Section 2. Article V, Section 2, allows the Declarant to amend the Declaration 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 Declaration. Declarant has investigated the impact which the proposed amendment to the Declaration would have on the Lots and has concluded that the amendment would further the preservation of Eagle View, would further the maintenance of the character and residential integrity of Eagle View, and would further the benefits and protection afforded the Lots by the Declaration.

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article V, Section 2, of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

1. Article V, Section 2, is amended and replaced in its entirety to provide as follows:
2. The covenants and restrictions of this Declaration shall run with and bind the land for a term expiring on August 22, 2030. Thereafter, this Declaration shall continue for successive periods of ten (10) years each unless this Declaration is terminated by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration at least one (1) year prior to the end of the term or continuation of the term. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this

RJR
Gaines, Pansing & Hagen
10050 Regency Circle Ste 200
Omaha, NE 68114

32977

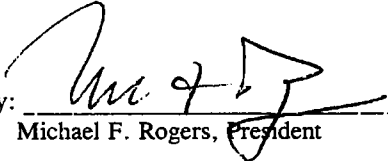
2002-32977A

Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

2. Except as amended and modified herein, the Declaration shall remain in full force and effect according to its terms.


IN WITNESS WHEREOF, the Declarant has executed this First Amendment as of the 31st day of _____, 2002.

ROGERS DEVELOPMENT, INC., a
Nebraska corporation,

By: 
Michael F. Rogers, President

STATE OF NEBRASKA)
) ss.:
COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 31st day of July, 2002, by Michael F. Rogers, President of ROGERS DEVELOPMENT, INC., a Nebraska corporation, on behalf of the corporation.


Notary Public

136045

