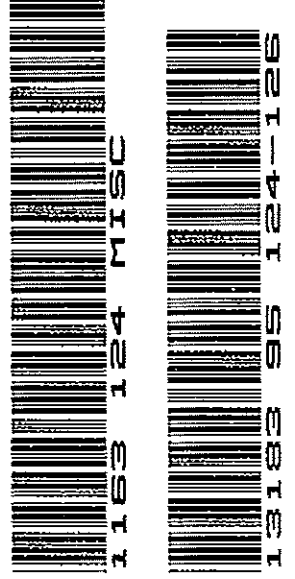


Lee Hamann
One Central Park Pl.
Omaha, Nebraska 68102

Dec 7 11:16 AM '95
RECEIVED
Dec 7 1 16 PM '95



GEORGE J. BUSLEWICK
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

DEC 21 10 40 AM '95
DEL. CO. COMPANY
LEGAL FE. SEARCH FV

C123068

③ FIRST AMENDMENT TO THE FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR LAKEMONT, A SUBDIVISION IN DOUGLAS COUNTY,
NEBRASKA

THIS FIRST AMENDMENT, made on the date hereinafter set forth, as made by WILLIAM H. FLEMING (herein "Fleming"), L&B DEVELOPMENT COMPANY, a Nebraska corporation (hereinafter "L&B Development" and collectively with Fleming referred to herein as the "Declarant").

Declarant is designated "Declarant" pursuant to a First Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Lakemont, a subdivision in Douglas County, Nebraska, dated September 23, 1993, which is recorded in the office of the Register of Deeds of Douglas County, Nebraska, in Book 1097, at Pages 568 through 577 (the "Declaration"). Declarant was the owner of all of the Lots at the time of execution and recording of the Declaration.

Declarant has determined that it is necessary and appropriate to modify the Declaration to clarify the duties of the Association with respect to providing appropriate insurance and indemnity coverage, to provide proper maintenance of areas, facilities and improvements over which the Association has rights or easements and to promptly repair damage to Restricted Lots in connection with the operation, maintenance, repair, replacement or removal of the storm water detention facilities established in accordance with the First Amended and Restated Declaration of Storm Water Detention Easement dated January 16, 1994, and recorded with the Douglas County Register of Deeds on March 16, 1994, in Book 1114, Page 6, Miscellaneous Records (the "First Amended and Restated Declaration of Storm Water Detention Easement").

NOW, THEREFORE, the Declarant, pursuant to the authority granted in Article IV, paragraph 3 of the Declaration, hereby amends and supplements the Declaration as hereinbelow set forth, and declares that each and all of the Lots shall be held, sold, and conveyed, subject thereto, and shall be binding upon all parties having or acquiring any right, title, or interest in or to the Lots:

1. The second sentence of Article II, Section 1, Subsection A shall be amended in its entirety to provide as follows:

"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; a communal septic system; the storm water detention improvements as identified in the First Amended and Restated Declaration of Storm Water Detention Easement; and signs and entrances for Lakemont."

2. Article II, Section 4, subsection C is hereby amended in its entirety to provide as follows:

"The Association shall operate, maintain, repair, and replace in good and safe condition the sanitary sewers, storm sewers, drainageways, storm water detention facilities, and communal septic system constructed by the developer of the Lots in

Return to:
Jan Buswell
200 Regency One Bldg.
LOT 1-12 INCLUSIVE LAKEMONT REPLAT 3, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

accordance with the easements reserved by Declarant for such storm sewers, sanitary sewers, drainageways, storm water detention facilities, and communal septic system."

3. Article II, Section 4 is hereby amended by inserting the following new subsections:

D. The Association shall purchase and keep in full force and effect for the duration of the Declaration insurance covering any Common Facilities against property damage and casualty for not less than 80% of the full insurable value thereof, and shall purchase comprehensive general liability insurance coverage in a commercially reasonable amount, but in no event shall such liability insurance coverage be less than One Million Dollars (\$1,000,000), through the use and expenditure, commitment and payment of Association funds. The insurance shall be for the benefit of the Association, the Board of Directors of the Association and, with respect to any Common Facilities, all members of the Association.

E. The Association shall indemnify and hold all members of the Association harmless for any claims for damage or injury by any person occurring on or around any Common Facilities as a result of any negligent or wrongful act or omission to act by the Association, or as a result of the failure of the Association to properly operate and maintain the Common Facilities pursuant to this Declaration.

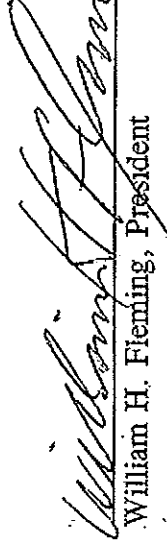
F. Once all residences have been built on Lots 1 through 11, and sufficient ground cover and erosion controls have been established on said Lots, and subject to any approvals or consents which may be required from the U.S. Army Corps of Engineers and any other public authority having jurisdiction over the same, the Storm Water Detention Easement shall be terminated and released by the Association, and the Association shall promptly remove and repair any damage to the Restricted Lots arising in connection with the removal of the storm water detention facilities.

Any capitalized terms used herein shall have the same meaning as is ascribed to them in the Declaration, except as otherwise stated herein or where the context clearly indicates otherwise. To the extent of any conflict between the provisions of the Declaration and the provisions of this First Amendment, the latter shall control. Except as hereinabove specifically amended, all other terms, covenants and restrictions of the Declaration shall remain in full force and effect and shall be binding upon and run with the aforescribed Lots.

13 IN WITNESS WHEREOF, the parties have executed this First Amendment on this day of November, 1995.


WILLIAM H. FLEMING, Declarant

L&B DEVELOPMENT COMPANY, a Nebraska corporation

By: 
William H. Fleming, President

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

ss.

On this 13th day of November, 1995, before me a Notary Public in and for said county and state, personally appeared William H. Fleming, known to me to be the identical person who subscribed his name to the foregoing, and acknowledged the execution thereof to be his voluntary act and deed.



Beverly J. Donahue
Notary Public

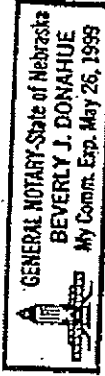
My Commission Expires: May 26, 1999

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

ss.

On this 13th day of November, 1995, before me a Notary Public in and for said county and state, personally appeared William H. Fleming as President of L&B Development Company, a Nebraska corporation, known to me to be the identical person who subscribed his name to the foregoing, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.



Beverly J. Donahue
Notary Public

My Commission Expires: May 26, 1999