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ROGAN
10050 REGENCY CIRCLE, SUITE 200
OMAHA, NEBRASKA 68114



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GEORGE J. ...
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DOUGLAS

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR A PART OF
HUNTINGTON PARK, A SUBDIVISION IN
DOUGLAS COUNTY, NEBRASKA**

This First Amendment is made to the Declaration of Covenants, Conditions, Restrictions and Easements for a part of Huntington Park, a subdivision in Douglas County, Nebraska, dated September 30, 1993, and recorded with the Douglas County Register of Deeds on October 1, 1993, Miscellaneous Records, in Book 1098 at Page 229 (the "Declaration"), by Bennington Company, a Nebraska corporation (referred to as the "Declarant") and by Whit Smith Construction, Inc., a Nebraska corporation ("Whit Smith"), and Hallmarq Construction, Inc., a Nebraska corporation ("Hallmarq").

PRELIMINARY STATEMENT

The Declaration was made by the Declarant in connection with the development of Lots 38 through 308, inclusive, in Huntington Park, 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 Lots are part of Huntington Park, a residential subdivision in Douglas County, Nebraska ("Huntington Park").

Lot 301, Huntington Park, has been replatted into 61 individual lots as shown on the plat recorded with the Douglas County Register of Deeds on February 16, 1995, in Book 1998, Page 132 (herein the "Villas Lots").

Lots 277 and 278, inclusive, Huntington Park, have been replatted into one (1) individual lot as shown on the administrative subdivision recorded in the Miscellaneous Records with the Douglas County Register of Deeds on March 1, 1995, in Book 1141, Page 292 (herein one of the "Lots").

Due to the various replattings, the above-identified Lots are now legally described as follows:

Lots 38 through 276, inclusive, Lots 279 through 300, inclusive, and Lots 302 through 308, inclusive, in Huntington Park, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and

MC-17850

Lots 1 through 61, inclusive, Villas of Huntington Woods, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and

MC 40332

Lot 1, Huntington Park Replat 1, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

MC 17851

Except as specifically provided herein, for purposes of the Declaration, each of the above-identified Lots shall be deemed individual Lots governed by the provisions of the Declaration.

Declarant, Whit Smith and Hallmarq have considered amendment of the Declaration for purposes of: (i) excluding Lots 295 through 300, inclusive, and 302 from encumbrance by Article I and Article III of the Declaration; (ii) excluding Lot 131 from encumbrance by Article III of the Declaration; (iii) excluding the Villas Lots from encumbrance by Article I, of the Declaration; (iv) amending Article I, Section 2, Subparagraph B of the Declaration; (v) amending Article II, Section 1 of the Declaration; (vi) amending Article III, Section 4 of the Declaration; (vii) adding a new Article III, Section 16; and (viii) adding a new Article V, Section 5. Article V, Section 2 of the Declaration 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 effect which the proposed amendments to the Declaration would have on the Lots and has concluded that the amendments would further the preservation of Huntington Park, and would further the maintenance of the character and residential integrity of Huntington Park, would further the benefits and protection afforded to the Lots by the Declaration.

04456
180.00
[Signature]

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article V, Section 2 of the Declaration, Declarant, Whit Smith and Hallmarq hereby amend and supplement the Declaration as follows:

1. Lots 295 through 300, inclusive, and 302 shall no longer be restricted or encumbered by Article I or Article III of the Declaration.
2. Lot 131 shall no longer be restricted or encumbered by Article III of the Declaration.
3. The Villas Lots shall no longer be restricted or encumbered by Article I of the Declaration.
4. Article I, Section 2, Subparagraph B of the Declaration shall be amended in its entirety to provide as follows:

B. Declarant shall review such plans in light of the conditions and restrictions in Article I of this Declaration and in relation to the type and exterior of improvements which have been constructed, or approved for construction, on the Lots. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within the Huntington Park Subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. Atypical improvements and home designs such as dome houses, A-frame houses and log cabins will not be approved unless the Declarant determines that construction of these Improvements will not be materially inconsistent with the scheme of development contemplated by this Declaration. If Declarant determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding improvements and topography or will not protect and enhance the integrity and character of all the Lots and neighboring Lots, if any, as a quality residential community, Declarant may refuse approval of any proposed Improvement.

5. Article II, Section 1 of the Declaration shall be amended in its entirety to provide as follows:

1. Declarant plans to construct boundary fences along 156th Street, along Blondo Street, along the northerly boundary of the Villas Lots and along the Westerly Boundary of the Villas Lots (collectively called the "Boundary Fence"). The Boundary Fence will be situated along the southerly most boundary of Lots 266 through 273 inclusive and Lots 275 through 277, inclusive, along the easterly most boundary of Lot 1, Lots 305 through 308 inclusive, Lots 61 through 72 inclusive, Lot 131, and Villas Lots 1 through 11, inclusive, along the northerly most boundary of Villas Outlot 1 and Villas Lots 12 through 22, inclusive, and along the westerly most boundary of Villas Lots 22 through 29. The referenced Lots are collectively referred to as the "Boundary Lots".

6. Article III, Section 4 of the Declaration shall be amended in its entirety to provide as follows:

4. Mandatory duties of Association. The Association shall maintain, repair, replace, and remove any Boundary Fence installed by Declarant on the Boundary Lots (with the exception of that portion of the Boundary Fence situated along the westerly most boundary of Villas Lots 22 through 29, inclusive), and shall maintain and repair entrance monuments and signs which have been installed by Declarant, all in a generally good and neat condition.

7. Article III, Section 16 shall provide as follows:

16. Additional Lots. From time to time, without the consent or approval of an Owner or Member, the Association may be expanded to include additional residential lots in any subdivision which is contiguous to any of the Lots, or which is developed as a phase of the Huntington Park Subdivision. Such expansion(s) may be effected from time to time by recordation with the Register of Deeds of Douglas County, Nebraska, of a Declaration of Covenants, Conditions, Restrictions and Easements, setting forth the identity of the additional residential lots (herein after the "Subsequent Phase Declaration"). Upon the recording of any Subsequent Phase Declaration which expands the residential lots included in the Association, the additional lots identified in the Subsequent Phase Declaration shall be considered to be and shall be included in the "Lots" for purposes of this Article III, and the owners of the additional residential lots shall be Members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

8. Article V, Section 5 shall provide as follows:

5. By written consent of the Declarant, for a period of five (5) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver, modification or amendment will have on the Huntington Park Subdivision and the owner requesting the waiver. Declarant's decision on any request, waiver, modification or amendment shall be final and there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation 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 request for waiver, modification or amendment.

9. In each and every other respect, the Declaration shall remain in full force and effect according to its terms.

10. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

19th IN WITNESS WHEREOF, Declarant has executed this First Amendment as of the day of February, 1996.

BENNINGTON COMPANY, a Nebraska corporation, "Declarant"

By: Barbara Shaw
President

WHIT SMITH CONSTRUCTION, INC., a Nebraska corporation

By: [Signature]
Whit Smith, President

HALLMARQ CONSTRUCTION, INC., a Nebraska corporation

By: [Signature]
Michael J. Hall, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 19th day of February, 1996, by Barbara Shaw, President of Bennington Company, a Nebraska corporation, on behalf of the corporation.

GENERAL NOTARY-State of Nebraska
MARIETTA E. BROWN
My Comm. Exp. May 24, 1999

[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 19th day of FEBRUARY, 1996, by Whit Smith, President of Whit Smith Construction, Inc., a Nebraska corporation, on behalf of the corporation.

GENERAL NOTARY-State of Nebraska
DONNA M. NISSEN
My Comm. Exp. May 10, 1999

[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 19th day of FEBRUARY, 1996, by Michael J. Hall, President of Hallmarq Construction, Inc., a Nebraska corporation, on behalf of the corporation.

GENERAL NOTARY-State of Nebraska
DONNA M. NISSEN
My Comm. Exp. May 10, 1999

[Signature]
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS