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GEORGE J. J. J. J.
REGISTERED
DOUGLAS CO.



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SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS (this "Amendment") is made as of the 23rd day of
October, 1995, by the undersigned.

RECITALS:

A. Apollo Building Corp., a Nebraska corporation, executed
that certain Declaration of Covenants, Conditions and Restrictions
dated September 14, 1992 and recorded in Book 1031 at Page 304 of
the Miscellaneous Records of the Office of the Register of Deeds of
Douglas County, Nebraska, which was later amended by that certain
First Amendment to Declaration of Covenants, Conditions and
Restriction dated March 27, 1995 and recorded in Book 1159 at Page
417 of the Miscellaneous Records of the Office of the Register of
Deeds of Douglas County, Nebraska (as amended, the "Declaration").
The Declaration covers Lots 1 through 20, inclusive, of Eagle Run
Villas on the Green, a Subdivision located in Douglas County,
Nebraska.

B. The undersigned owners of property subject to the
Declaration desire to further amend the Declaration as set forth in
this Amendment.

C. Section 3 of ARTICLE XIV of the Declaration provides that
the Declaration may be amended by an instrument signed by the
owners of not less than ninety percent (90%) of the Lots (as
defined in the Declaration) subject to the Declaration. The
parties signing this Amendment presently are the owners of more
than ninety percent of the Lots subject to the Declaration.

NOW, THEREFORE, the Declaration is amended as of the dates
indicated in the following particulars:

1. ARTICLE VII of the Declaration is amended, effective
immediately, by deleting it in its entirety and substituting in its
place the phrase "This Article has been left blank intentionally."

RCF\76715.1

Apollo Building Corp
2757 Harney
Omaha, Ne 68131-3509

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FEE 40.00 Comp
DEL. C/O
LEGAL PG. SPT. QW EV

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CONDITIONS AND RESTRICTIONS

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made as of the 23rd day of October, 1995, by the undersigned.

RECITALS:

A. Apollo Building Corp., a Nebraska corporation, executed that certain Declaration of Covenants, Conditions and Restrictions dated September 14, 1992 and recorded in Book 1031 at Page 304 of the Miscellaneous Records of the Office of the Register of Deeds of Douglas County, Nebraska, which was later amended by that certain First Amendment to Declaration of Covenants, Conditions and Restriction dated March 27, 1995 and recorded in Book 1159 at Page 417 of the Miscellaneous Records of the Office of the Register of Deeds of Douglas County, Nebraska (as amended, the "Declaration"). The Declaration covers Lots 1 through 20, inclusive, of Eagle Run Villas on the Green, a Subdivision located in Douglas County, Nebraska.

B. The undersigned owners of property subject to the Declaration desire to further amend the Declaration as set forth in this Amendment.

C. Section 3 of ARTICLE XIV of the Declaration provides that the Declaration may be amended by an instrument signed by the owners of not less than ninety percent (90%) of the Lots (as defined in the Declaration) subject to the Declaration. The parties signing this Amendment presently are the owners of more than ninety percent of the Lots subject to the Declaration.

NOW, THEREFORE, the Declaration is amended as of the dates indicated in the following particulars:

1. ARTICLE VII of the Declaration is amended, effective immediately, by deleting it in its entirety and substituting in its place the phrase "This Article has been left blank intentionally."

2. Effective immediately, the last sentence of Subsection 1(a) of ARTICLE VIII of the Declaration is amended in its entirety to read as follows:

"No exterior television or radio antenna, other than an inconspicuously mounted or screened satellite dish antenna of less than 19 inches in diameter, shall be erected on any Lot within the Properties."

3. ARTICLE IX of the Declaration is amended, effective as of January 1, 1996, by deleting it in its entirety and substituting the following in its place:

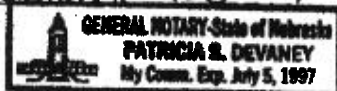
"INSURANCE"

Section 1. The Association shall purchase and provide comprehensive general liability coverage insurance for the Properties in such amounts as shall be determined from time to time by the Board of Directors of the Association. The Association, in addition to the foregoing, shall provide Directors and Officers liability coverage insurance for the Association, for its Officers, and members of the Board of Directors. Finally, if the Association has any employees of any nature, the Association shall purchase and provide Worker's Compensation Insurance for all employees who may come within the scope of Nebraska Worker's Compensation laws.

Section 2. Each Owner shall, at its sole cost and expense, procure and maintain in full force and effect a policy or policies of insurance insuring such Owner and the Association, as an additional insured, against loss or damage by fire and such or risks as may be included within an extended coverage endorsement covering the full replacement cost of the buildings and other improvements from time to time erected upon or under such Owner's Lot. All such insurance shall be written by companies which are satisfactory to the Association and which are authorized to do insurance business in the State of Nebraska. Each policy shall contain an agreement by the insurer that it will not cancel or modify such policy except after thirty (30) days prior written notice to the Association and that any loss otherwise payable thereunder shall be payable notwithstanding any act or negligence of the insured. Certificates evidencing the existence of such insurance policies shall be delivered to the Association annually and upon the reasonable request of the Association. Each Owner may obtain such additional insurance for such Owner's benefit and at such Owner's own expense as may be deemed necessary by the Owner, including coverage for personal property damage or personal liability.

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on
October 23, 1995, by Marvin L. Dietrich.



Patricia S. Devaney
Notary Public

My Commission Expires:

July 5, 1997

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on
October 23, 1995, by Don P. Anderson.



Patricia S. Devaney
Notary Public

My Commission Expires:

July 5, 1997

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on
October 23, 1995, by T. J. Jones.



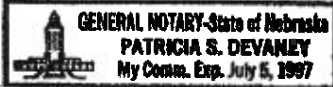
Patricia S. Devaney
Notary Public

My Commission Expires:

July 5, 1997

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on
October 23, 1995, by Raymond Behmeier.



Patricia S. Devaney
Notary Public

My Commission Expires:

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

~~STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)~~

~~The foregoing instrument was acknowledged before me on
_____, 1995, by _____.~~

~~_____
Notary Public~~

~~My Commission Expires:
_____~~