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GEORGE J. BUGLEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NE

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FIRST AMENDMENT TO DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made as of the 16 day of October, 1992, by Apollo Building Corp., a Nebraska corporation referred to herein as the "Declarant".

RECITALS:

- A. Declarant executed that certain Declaration of Covenants, Conditions and Restrictions dated June 8, 1992 (the "Declaration") and recorded the Declaration in Book 1021 at Page 718 of the Miscellaneous Records of the Office of the Register of Deeds of Douglas County, Nebraska. The Declaration covered Lots 1 through 28, inclusive, and Outlot A of The Enclave, a Subdivision located in Douglas County, Nebraska.
- B. The Declarant has replatted the property subject to the Declaration into Lots 1 through 39, inclusive, and Outlot A of The Enclave Replat I, a Subdivision located in Douglas County, Nebraska.
- C. The Declarant desires to amend the Declaration for the purpose of recognizing the replat of the property subject to the Declaration and to provide of record that the Declaration is to remain in force against the property as replatted.
- D. The Declarant further desires to amend the Declaration to provide an easement for sidewalks within the property subject to the Declaration.
- E. 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. Declarant presently is the owner of all of the Lots subject to the Declaration.

PLEASE RETURN TO:
 RCF\13177.1 Abrahams, Kaslow & Cassman
 8712 W. Dodge Rd. #300
 Omaha, NE 68114
 Attention: RCF

NOW, THEREFORE, the Declaration is amended in the following particulars:

1. The definition of "Properties" set forth in Section 3 of ARTICLE I of the Declaration hereby is amended in its entirety to read as follows:

"Properties" shall mean and refer to:

Lots 1 through 39, inclusive, and Outlot A of The Enclave Replat I, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded, the same being a replat of Lots 1 through 28, inclusive, and Outlot A of The Enclave;

together with any such additions thereto as may hereafter be brought within the jurisdiction of the Association."

2. ARTICLE XII of the Declaration hereby is amended by adding thereto a new Section 3 as follows:

"Section 3. Sidewalks. Each Owner of an Improved Lot shall, at its expense, construct, repair and maintain a sidewalk on such Lot adjacent to the Common Area. Such sidewalk shall satisfy the specifications for sidewalks within the City of Omaha, shall be located within ten (10) feet of the Common Area as designed by the Declarant, and shall be in place prior to completion of the building improvements on such Lot. If an Owner fails to construct, repair, or maintain such sidewalk, the Association may, but shall not be required to, provide for such construction, repair, or maintenance, and the cost to the Association for such construction, repair, or maintenance shall be specially assessed against such Lot the same as special assessments for capital improvements as provided in ARTICLE IV herein. There hereby is reserved in favor of the Owners and their tenants, agents, and invitees, and the agents and invitees of such tenants, a non-exclusive easement to use, free of charge, in common with others entitled to similar use, any and all of the sidewalks existing from time to time within ten (10) feet of the Common Area. There hereby is further reserved in favor of the Association, its agents and contractors, the right to enter upon each Lot from time to time for the purpose of constructing, repairing and maintaining the sidewalks in the event the Owner fails to provide for such construction, repair, or maintenance as provided in this Section 3."

3. This Amendment shall be effective as of the date of this Amendment.

4. Except as provided for in this Amendment, all other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the day and year first above written.

APOLLO BUILDING CORP., a Nebraska corporation

By: Terrence J. Ficene
Terrence J. Ficene, President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on October 16, 1992, by Terrence J. Ficene, President of Apollo Building Corp., a Nebraska corporation, on behalf of such corporation.

Patricia S. Devaney
Notary Public

My Commission Expires:
7-5-93

