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POOR INSTRUMENT FILED

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AMENDMENTS TO DECLARATION

THESE AMENDMENTS TO DECLARATION made on the date herein- after set forth by BLACK AND ELLIOTT DEVELOPMENT COMPANY, the owner as of the date hereof of the following described real estate:

All of Lots 24 through 35, both inclusive, all of Lot 42 through 55, both inclusive, and all of Lots 62, 66, 171 through 173, inclusive, Lots 175, 177, 180 and 184 through 187, inclusive, of Escalante Hills, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded; all of Lots 87 through 110, both inclusive, all of Lots 121 through 126, both inclusive, and all of Lots 159 and 160, of Escalante Hills Replat, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

W I T N E S S E T H:

WHEREAS, Declarant caused to be executed a certain Declaration, dated August 21, 1972, and filed at Page 459 through Page 467, inclusive, of Book 513 of the Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska concerning the following described real estate, to-wit: Lots 170 through 187, inclusive, and Lot 63 in Escalante Hills, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, Declarant, in the manner provided in said Declaration, did annex to said Declaration certain real estate extending to each lot so annexed all terms and conditions of said Declaration which Supplementary Declaration was dated May 2, 1973 and filed at Page 11 through Page 12, inclusive, of Book 513 of the Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska; and

WHEREAS, Declarant is the owner of 90% of the lots subject to said Declaration and it is the desire of Declarant to make certain amendments, additions and clarifications to said covenants for the purpose of protecting the value and desirability of all of said real estate,

NOW, THEREFORE, in consideration of the foregoing preambles, the undersigned declares that the following easements, restrictions, covenants and conditions as herein expressed shall apply in amendment of, for addition to and in clarification of the easements, restrictions, covenants and conditions contained in said Declaration to the extent and only to the extent that the same are inconsistent therewith:

ITEM I

That Article I of said Declaration shall be amended in the following particulars to read in its entirety as follows, to-wit:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to ESCALANTE HILLS PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns, a Nebraska non-profit corporation.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

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Section 4. "Common Area" shall mean all real property to be owned by Sanitary and Improvement District No. 235 of Douglas County, Nebraska and maintained by the Association for the common use and enjoyment of all property owners within said district and which property is legally described as follows, to-wit:

All of Lot Sixty-Three (63), Escalante Hills, a subdivision located in part of the East One-Half (E½) of the Northeast Quarter (NE¼) of Section 5, Township 15 North, Range 12, East of the 6th P.M., Douglas County, Nebraska, except for the following described tracts of land:

Beginning at the Northwest corner of Lot 187, of said Escalante Hills; thence South 00° 11'25" West, (assumed bearing), along the West line of Lots 187, 186, 185, 184, 183, 182, 181 and 180, of said Escalante Hills, a distance of 208.00 feet to the Southwest corner of said Lot 180, Escalante Hills; thence North 89°48'35" West a distance of 10.00 feet; thence North 00°11'25" East, a distance of 208.00 feet; thence South 89°48'35" East, a distance of 10.00 feet to the point of beginning.

Beginning at the Northwest corner of Lot 179, of said Escalante Hills; thence South 17°10'37" West, (assumed bearing), along the Westerly line of Lots 179, 178, 177 and 176 of said Escalante Hills, a distance of 104.00 feet to the Southwest corner of said Lot 176, Escalante Hills; thence North 72°49'23" West, a distance of 10.00 feet; thence North 17°10'37" East, a distance of 104.00 feet; thence South 72°49'23" East, a distance of 10.00 feet to the point of beginning.

Beginning at the Southwest corner of Lot 170, of said Escalante Hills; thence South 62°18'35" East (assumed bearing), along the Southerly line of Lots 170, 171, 172, 173, 174 and 175 of said Escalante Hills, a distance of 156.00 feet, to the Southeast corner of said Lot 175, Escalante Hills; thence South 27°41'25" West, a distance of 10.00 feet; thence North 62°18'35" West, a distance of 156.00 feet; thence North 27°41'25" East a distance of 10.00 feet to the point of beginning, and

All of Lot 62 and all of Lot 66 Escalante Hills, a subdivision in Douglas County, Nebraska, and

All of Lot 159 and all of Lot 160, Escalante Hills Replat, a subdivision in Douglas County, Nebraska.

The common area above-described shall be maintained by the Association for park and recreation purposes for the benefit of the Association said maintenance to be performed at the cost of said Association during the period of time that these covenants shall be in force with respect to any parcel of the above described real estate.

ITEM II

That Article III of said Declaration shall be amended so that after amendment said Article III shall read in its entirety as follows, to-wit:

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot within the properties shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

(a) "Resident Members" shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) "Declarant Members" shall be the Declarant and its assigns, provided said assignment, grant or conveyance to said assigns shall denominate said assignee as a successor Declarant as provided in the By-Laws. The Declarant Member or its successors shall be entitled to four (4) votes for each Lot owned. The Declarant membership shall cease and be converted to Resident membership when the total votes outstanding in the Declarant membership are equal to the total votes outstanding in the Resident membership.

ITEM III

This Article IX of said Declaration shall be amended so that after amendment said Article IX shall read in its entirety as follows, to-wit:

ARTICLE IX

INSURANCE

Section 1. Basic Coverage. Insurance policies upon the properties including the structures but excluding the furnishings of individual townhouses shall be purchased by and in the name of the Association for the benefit of the Association and the Owners of each Lot as their interests may appear. Provision shall be made for the issuance of certificates of insurance to holders of first mortgages upon individual lots. The insurance shall cover all buildings and improvements upon the land originally constructed thereon by Declarant in an amount equal to the full insurable value thereof as determined annually by the Association, but with co-insurance clauses being permitted. Such coverage shall afford protection against loss by fire and extended coverage hazards. Unless specifically requested by the owner of any lot, the Association need not procure insurance covering any additional improvements made to the premises by any owner subsequent to the original purchase of said lot from the Declarant. In addition, insurance shall be procured for workmen's compensation coverage and at least \$100,000/\$300,000 B.I. and \$50,000 P.D. public liability insurance covering the properties, the Association and its employees.

Section 2. Additional Coverage. The Association may also procure, if requested by the owner of any Lot, insurance upon the personal property, furnishings and improvements located or constructed on the premises by said owner as well as personal liability insurance. The Association is further empowered to procure such other insurance as the Association may deem advisable from time to time.

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Section 3. Special Assessment. The cost of insurance premiums shall be considered in the nature of a special assessment, as hereinabove provided and the Association shall monthly specially assess against each Lot the premium attributable to coverage procured on said Lot under Section 1 and 2 hereof by the Association.

Section 4. Association as Agent. The Association is hereby irrevocably appointed agent for each owner and his mortgagees to adjust all claims arising under insurance policies purchased by the Association on the improvements on the properties and to execute and deliver releases upon payment of claims without joinder by the owner. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceed two-thirds of the value of the buildings and improvements. In such case should the owner so elect not to rebuild, the proceeds, along with the insurance indemnity, if any, shall be credited to each owner in accordance with his pro rata share of the loss sustained by the damage or casualty for which the proceeds shall be payable, and said sums shall be first applied towards satisfaction of any recorded first mortgage against each lot, next towards satisfaction of junior recorded liens in order of their priority, next toward the cost of razing the improvements or any remnants thereof from said premises and the filling and leveling of said lot, and the remainder shall then be paid to such owner. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a maintenance expense to be assessed and collected by the Association from the owners of the damaged improvements. In cases of over-insurance, any excess proceeds of insurance received shall be credited to the working fund for the Association.

Section 5. Additional Insurance. Each lot owner may obtain additional insurance at his expense.

ITEM IV

That except as hereinabove amended, all other provisions of said Declaration are to remain in full force and effect with said exception, and the undersigned hereby ratify each and every provision of said Amendments to Declaration.

IN WITNESS WHEREOF, the undersigned hereunto set their hands and seals this 27th day of July, 1973.

BLACK AND ELLIOTT DEVELOPMENT COMPANY, a partnership

By Leon F. Black, Partner

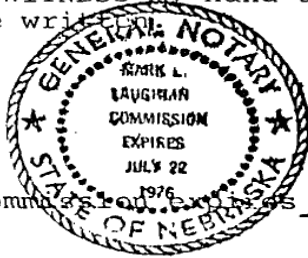
By Don W. Elliott, Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public, in and for said county and state, personally came LEON F. BLACK and DON W. ELLIOTT, to me known to be the identical persons who executed the

above and foregoing Amendments to Declaration, and they acknowledged the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year first above written.



Mark L. Baugman
Notary Public

My commission expires on 7-22-76

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RECEIVED
AUG 29 11:17
CLERK OF DISTRICT COURT
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA }
Douglas County }
Entered in Numerical Index and filed
for Record in the office of the Register
of Deeds of said County and recorded in
Book 522 of Sheet
Page 561

C. Harold Ostler
REGISTER OF DEEDS

By *Z. W. Baugman*
MAIL ROOM
7/11/76
N. 79-5917
Compared 80-8717 Fee 3.47

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THE STATE OF NEBRASKA }
Douglas County }
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