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FIRST AMENDMENT TO  
DECLARATION OF GOVERNORS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF  
HILLSBOROUGH, A SUBDIVISION IN  
DOUGLAS COUNTY, NEBRASKA



This First Amendment is made to the Declaration of Governors, Conditions, Restrictions and Easements of Hillsborough, a subdivision in Douglas County, Nebraska, dated September 30, 1992, and recorded with the Douglas County Register of Deeds on October 11, 1992, Miscellaneous Records, in Book 1034 at Page 555 (the "Declaration"), by Maple North Enterprises, Inc., a Nebraska corporation (referred to as the "Declarant").

PRELIMINARY STATEMENT

The Declaration was made by the Declarant in connection with the development of Lots 1 through 332, located in Hillsborough, 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 Hillsborough, a residential subdivision in Douglas County, Nebraska ("Hillsborough").

Lots 1 through 14, inclusive, Hillsborough, have been subdivided or replatted and are now known by legal description as follows (herein the "Townhome Lots"):

MC-14563

Lots 1 and 2, Hillsborough Replat 23, being a replat of Lot 1, Hillsborough Replat 13, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

MC-14556

Lots 1 and 2, Hillsborough Replat 18, being a replat of Lot 2, Hillsborough Replat 13, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

MC-14547

Lots 1 and 2, Hillsborough Replat 14, being a replat of Lot 3, Hillsborough, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

MC-14557

Lots 1 and 2, Hillsborough Replat 19, being a replat of Lot 4, Hillsborough, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

MC-14545

Lots 1 and 2, Hillsborough Replat 12, being a replat of Lot 5, Hillsborough, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

MC-14562

Lots 1 and 2, Hillsborough Replat 22, being a replat of Lot 6, Hillsborough, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

MC-14536

Lots 113 and 114, Hillsborough, being a replat of Lot 7, Hillsborough, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

MC-14541

Lots 115 and 116, Hillsborough, being a replat of Lot 8, Hillsborough, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

MC-14580

Lots 1 and 2, Hillsborough Replat 15, being a replat of Lot 9, Hillsborough, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

MC-14559

Lots 1123 and 1124, Hillsborough, being a replat of Lot 10, Hillsborough, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

MC-14554

Lots 1 and 2, Hillsborough Replat 17, being a replat of Lot 11, Hillsborough, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

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LENA PE SCAN/WV

MC-16549  
Lots 1121 and 1122, Hillborough, being a replat of Lot 12, Hillborough, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

MC-16552  
Lots 1 and 2, Hillborough Replat 16, being a replat of Lot 13, Hillborough, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

MC-16558  
Lots 1 and 2, Hillborough Replat 20, being a replat of Lot 14, Hillborough, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Lots 502 through 532, inclusive, Hillborough, have been subdivided or replatted and are now known by legal description as follows (herein the "Additional Replatted Lots"):

MC-16533  
Lots 1 through 62, inclusive, Hillborough Replat 3, being a replat of Lots 502 through 532, inclusive, in Hillborough, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Declarant has considered amendment of the Declaration to exclude the Townhome Lots from encumbrance by Article 1, Section 19 of the Declaration and amendment of Article 1, Section 3, Subparagraph B of the Declaration, and has considered adding a new Article III, Section 15 and Article V, Section 5 to the Declaration. 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 Hillborough, would further the maintenance of the character and residential integrity of Hillborough, and would further the intent, purpose and protection afforded to the Lots by the Declaration.

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article V, Section 2 of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

1. The Townhome Lots and the Additional Replatted Lots shall not be restricted or encumbered by Article 1, Section 19 of the Declaration but shall otherwise remain subject to the covenants, conditions, restrictions and easements of the Declaration and as subdivided or replatted each being deemed a lot.

2. Article 1, Section 3, 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 1 of this Declaration and in relation to the type and extent 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 Hillborough Subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. Aerial 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 external design contemplated by this Declaration. If Declarant determines that the external design and location of the proposed improvement does not conform with the standards or restrictions of this Declaration, Declarant may refuse approval of the improvement and may refuse approval of all the Lots and neighboring Lots, if any, as a quality residential community, Declarant may refuse approval of any proposed improvement.

3. 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 Hillborough Subdivision. Such expansion(s) may be effected from time to time by recreation of covenants, conditions, restrictions and easements, setting Declaration of Covenants, Conditions, Restrictions and Easements, or a Declaration of Intent of the additional residential lots (hereinafter 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.

4. 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 of the Declaration, 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 Hillsborough 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.

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

6. 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.

IN WITNESS WHEREOF, Declarant has executed this First Amendment as of the 20th day of November, 1995.

NARLE NORTH ENTERPRISES, a Nebraska  
corporated, "Declarant"

By   
President

STATE OF NEBRASKA )  
COUNTY OF DOUGLASS ) SS.:1

The foregoing instrument was acknowledged before me this 20th day of November, 1995, by Robert P. Morgan, President of Narle North Enterprises, a Nebraska corporation, on behalf of the corporation.



  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS.

RECEIVED 96

JUN 5 10 47 AM '96



GEORGE J. BUCIENIOW  
REGISTER OF DEEDS  
OMAHA PUBLIC POWER DISTRICT  
% RIGHT OF WAY GW/EPI  
444 South 16th Street Mail  
Omaha, NE 68102-2247

BKUG  
December 11, 1995

Doc. # \_\_\_\_\_

RIGHT-OF-WAY EASEMENT

#1 Permit to Use Company Owner(s)  
of the real estate described as follows, and hereafter referred to as "Grantor",  
Lots 1100 thru 1106 inclusive, Hillsborough Addition, as surveyed, platted and recorded,  
in Douglas County, Nebraska.

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereafter referred to as "District", a permanent right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

(See reverse side hereof for sketch of easement area.)

CONDITIONS:

The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

The Grantor covenants that he/she/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/hers/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

#2 IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 21 day of Dec 1995.

OWNERS SIGNATURE(S)

#3 William R. Bergman, V.P. & Secretary  
FB  
FEF300 R  
COMB P  
MPL-16530

< COMPLETE ACKNOWLEDGEMENT ON REVERSE SIDE HEREOF >

#4 CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA

COUNTY OF DOWLING

On this 21st day of DECEMBER, 1995, before me the undersigned, a Notary Public in and for said County, personally came

ROBERT P. HORGAN

Vice-President of

BEUINGTON COMPANY

personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be \_\_\_ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

*Donna M. Nelson*

NOTARY PUBLIC

NOTARY PUBLIC



NOTARIAL SEAL AFFIXED REGISTER OF DEEDS

#4 INDIVIDUAL ACKNOWLEDGEMENT

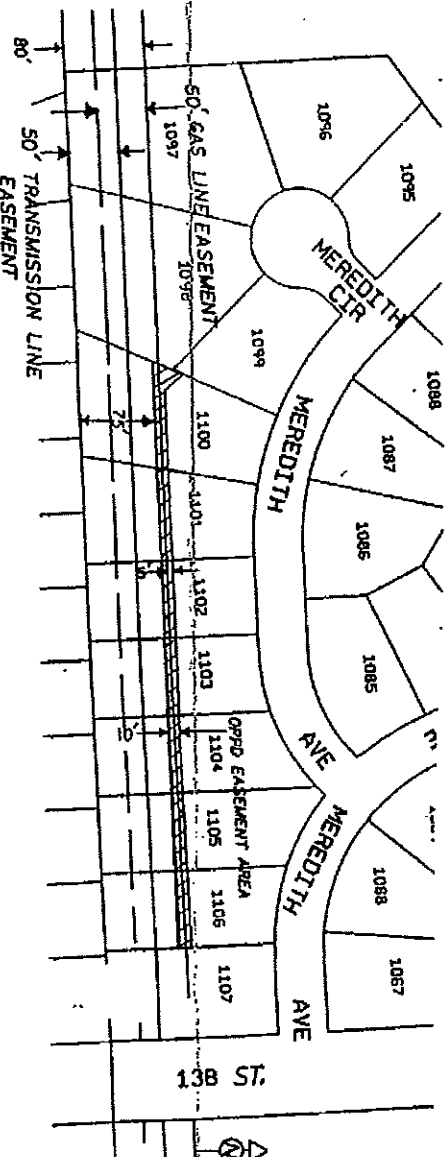
STATE OF

COUNTY OF

On this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, before me the undersigned, a Notary Public in and for said County and State, personally appeared

personally to me known to be the identical person(s) who acknowledged the execution thereof to be \_\_\_ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.



Distribution Engineer: \_\_\_\_\_ Date: \_\_\_\_\_ Property Management: \_\_\_\_\_ Date: \_\_\_\_\_  
Section NYW 1 Township 15 North, Range 11 East  
Salesman Resales Engineer: Hastings Est# 940161301 W.O.# M19805