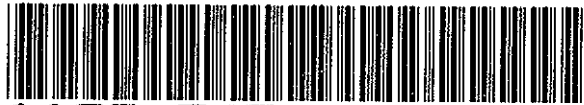


MAENNER/HORGAN DEVELOPMENT CO.
13215 Birch Street - Suite 103
Omaha, NE 68164



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REGISTRY
DOUGLAS COUNTY

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

This First Amendment is made to the Declaration of Covenants, 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 553 (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 532, inclusive, 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-16563*
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-16556*
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-16547*
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-16557*
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-16543*
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-16562*
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-16536*
Lots 1113 and 1114, Hillsborough, being a replat of Lot 7, Hillsborough, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.
- MC-16541*
Lots 1115 and 1116, Hillsborough, being a replat of Lot 8, Hillsborough, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.
- MC-16550*
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-16559*
Lots 1123 and 1124, Hillsborough, being a replat of Lot 10, Hillsborough, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.
- MC-16551*
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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 LEGAL PT SCANNING

See Above attached

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

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

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

Lots 502 through 532, inclusive, Hillsborough, 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, Hillsborough Replat 3, being a replat of Lots 502 through 532, inclusive, in Hillsborough, 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 I, Section 19 of the Declaration and amendment of Article I, Section 3, Subparagraph B of the Declaration, and has considered adding a new Article III, Section 16 and Article V, Section 3 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 Hillsborough, would further the maintenance of the character and residential integrity of Hillsborough, 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 I, 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 I, 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 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 Hillsborough 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.

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 Hillsborough 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 (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 30th day of November, 1995.

MAPLE NORTH ENTERPRISES, a Nebraska corporation, "Declarant"

By Robert P. Horgan
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 30th day of November, 1995, by Robert P. Horgan, President of Maple North Enterprises, a Nebraska corporation, on behalf of the corporation.



Donna M. Nissen
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS.