



RECEIVED
 SEP 15 2 38 PM '97
 RICHARD N. TAKECHI
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NE

11394 H 67-32069
 FEE 27.50 FB 67-32069
 BKP _____ C/O _____ COMP _____
 DEL _____ SCAN PW FV _____

Jim Long
 11306 Dunwoody
 Omaha, Ne
 68154

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

The undersigned, Monterey, Inc., a Nebraska corporation, hereinafter to as the "Declarant", pursuant to Article XII, Section 3 of the Declaration of Covenants, Conditions and Restrictions dated May 11, 1995 and recorded on December 12, 1996 in Book 1195, Page 562 of the Miscellaneous Records of the Register of Deeds, Douglas County, Nebraska (the "Covenants"), do hereby amend the Covenants as follows:

- 1. The property subject to the Covenants is described as follows:

^{21 RFP}
Lots 1 through ~~24~~, inclusive, and Outlots "A" and "B", The Ranches, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, and Lots 1 and 2, The Ranches Replat I, a replatting of Lot 22, The Ranches, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

- 2. The term "Properties" as set forth in Article I, Section 3, of the Covenants shall mean and refer to:

^{21 RFP}
Lots 1 through ~~24~~, inclusive, The Ranches, a subdivision in Douglas County, Nebraska, and Lots 1 and 2, The Ranches Replat I, a replatting of Lot 22, The Ranches, a subdivision in Douglas County, Nebraska, together with any such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

- 3. Article IX of the Covenants shall be replace in its entirety and amended to read as follows:

ARTICLE IX
Insurance

Each Owner shall obtain, at their cost, property insurance coverage with respect to their Lot and the improvements on their Lot in an amount equal to at least 90 percent of the full replacement value of the original improvements against losses by fire, lightning, wind, storm and other perils covered by standard extended coverage endorsements. Each owner shall also obtain at their cost comprehensive general liability coverage insurance in such amounts as the Owner deems reasonable. The Association shall not provide property insurance or liability insurance for the Properties or the improvements thereon or insurance for any personal property of any Owner on any Lot, it being the owner's responsibility to provide such coverage for the Owner's protection.

The Association shall purchase and provide physical property insurance coverage with respect to the property and the improvements within the Common Area as

defined in Article I, Section 8, hereof in an amount determined by the Board of Directors of the Association against losses by fire, lightning, wind, storm and other perils covered by standard extended coverage endorsements. The Association shall also purchase and provide comprehensive general liability insurance coverage insuring the Association against claims by third parties and other hazards, including any claims relative to the Common Area, in such amounts as shall be determined from time to time by the Board of Directors of the Association. If the Board of Directors deems it necessary, the Association, in addition to the foregoing, may provide directors and officers liability coverage insurance for the Association, its officers, and members of its Board of Directors. In addition, the Association may purchase such additional insurance against other hazards which may be deemed appropriate by the Board of Directors.

4. Except as otherwise amended herein, the Covenants shall remain in full force and effect as written.

IN WITNESS WHEREOF, the Declarant hereby executes and acknowledges these Amendments to the Declaration of Covenants, Conditions and Restrictions on this 10th day of Sept, 1997.

MONTEREY, INC., a Nebraska corporation,
Declarant,

By: Robert P. Pettegrew
Robert P. Pettegrew, President

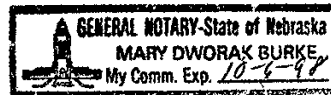
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Before me the undersigned, a notary public, personally came Robert P. Pettegrew, to me personally known to be the President of Monterey, Inc., a Nebraska corporation, and that he acknowledged the execution of the above to be his voluntary act and deed as President and that the execution of this document was duly authorized by the Board of Directors as the voluntary act and deed of such corporation.

WITNESS my hand and notary seal this 10 day of Sept, 1997.

Mary Burke
Notary Public

F:\CORPS\RANCHES.DEC



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

