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By

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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After recording, return to:

James F. Kasher, Esq.
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Anderson & Gonderinger, P.C.
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Omaha, NE 68124

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**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR MERRIFIELD
VILLAGE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MERRIFIELD VILLAGE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, is made this 12 day of January, 1999, by the undersigned (hereinafter the "Declarant").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Merrifield Village, a Subdivision in Douglas County, Nebraska were executed on or about January 6, 1998, and filed on or about February 19, 1998, in Book 1238 at Page 648 of the Miscellaneous Records of Douglas County, Nebraska (hereinafter the "Declaration") and cover the following described property in Douglas County, Nebraska:

^{part}
Lots 1 through 119, inclusive, and Lots A, B and C, in Merrifield Village, a Subdivision as surveyed, platted and recorded, in Douglas County, Nebraska; and

WHEREAS, the Declaration provides for amendment to the Declaration by an instrument signed by the undersigned as Declarant under the Declaration; and

WHEREAS, Declarant desires to make certain amendments to the Declaration.

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby declares that the Declaration is hereby amended and modified in the following particulars:

1. The paragraph beginning on the bottom of Page 1 of the Declaration with the words, "NOW THEREFORE" shall be deleted and the following paragraph shall be substituted therefor:

NOW THEREFORE, Declarant hereby declares that all property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which run with the real property above described and shall be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof for a period of twenty-five (25) years from the date of filing this Declaration, at which time this Declaration shall be automatically extended for successive periods of ten (10) years unless, by written agreement of two-thirds (2/3) majority of the then owners of the Lots, it is agreed to change said covenants in whole or in part, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate in the State of Nebraska. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, in any manner as shall determine in its full and absolute discretion for a period of seven (7) years from the date hereof. The terms and provisions of Articles II and III herein, dealing with the structure and activities of the Association, shall not become effective until directed in writing by the Declarant or at the end of eight (8) years from the date hereof, whichever shall first occur.

2. The covenants are hereby ratified and confirmed in all respects, except as amended herein, and as if fully set forth herein.

Dated effective the day and year first above written.

BENCHMARK HOMES, INC.,
a Nebraska corporation, "Declarant"

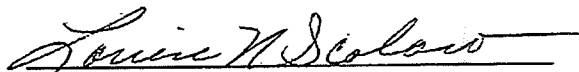
By: 
John C. Czerwinski, Jr., President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 12th day of January, 1999, before me, a notary public in and for said county, personally appeared JOHN C. CZERWINSKI, JR., the President of Benchmark Homes, Inc., a Nebraska corporation, on behalf of the corporation.

WITNESS my hand and notarial seal on this the day and year last above written.




Notary Public
My commission expires: Oct 7 2001