

FILED SARPY CO. NE.
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97 027573

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Sharon J. Lawing
REGISTER OF DEEDS

97-27573
Counter *SW*
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D.E. *W*
Fee: *30.00*
Cash Charge

**SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF PLUM CREEK, A SUBDIVISION
IN SARPY COUNTY, NEBRASKA**

This Second Amendment to Declaration is made on the date hereinafter set forth by Plum Creek, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

By declaration for Plum Creek, a subdivision in Sarpy County, Nebraska, dated August 11, 1995, and recorded in Book 95, Page 13031 through 13031M of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska (herein referred to as the "Declaration"), and amended by the First Amendment to Declaration dated February 20, 1996, and recorded in Book 96, Page 03805 through 03805C of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska (herein referred to as the "First Amendment to Declaration"), Declarant subjected the following described lots to restrictions, covenants, conditions and easements:

Lots 1 through 20, inclusive, Lots 24 through 113, inclusive, and Lots 115 through 134, inclusive, in Plum Creek, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska (such lots are herein referred to collectively as the "Lots" and individually as each "Lot"). The Lots are part of Plum Creek, a residential subdivision in Sarpy County, Nebraska ("Plum Creek")

Lot 29, Plum Creek, has been divided into two (2) individual lots, Lot 29A, Plum Creek, and Lot 29B, Plum Creek, as shown on the administrative lot split recorded in the Miscellaneous Records with the Register of Deeds of Sarpy County, Nebraska, on December 5, 1997 in Book 97-, Page 27570.

Lot 30, Plum Creek, has been divided into two (2) individual lots, Lot 30A, Plum Creek, and Lot 30B, Plum Creek, as shown on the administrative lot split recorded in the Miscellaneous Records with the Register of Deeds of Sarpy County, Nebraska, on December 5, 1997 in Book 97-, Page 27571.

Except as specifically provided herein, for purposes of the Declaration and First Amendment to Declaration, each of the above identified Lots shall be deemed individual Lots governed by the provisions of the Declaration and First Amendment thereto.

Declarant has considered Amendment of the Declaration for purposes of (1) including Lots 29A, Plum Creek, and Lot 30A, Plum Creek, as "Lots" subject to the Declaration and subject to each and all of the covenants, conditions, restrictions and easements as set forth in the Declaration; and (2) excluding Lot 29B, Plum Creek, and Lot 30B, Plum Creek, from encumbrance by the Declaration.

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Article V, paragraph 2 of the Declaration allows the Declarant to amend the Declaration in any manner in which it may determine in its full and absolute discretion for a period of five (5) years from the date of Declaration. Declarant has investigated the effect which the proposed amendments to the Declaration would have on the Lots as defined in the Declaration and has concluded that the amendments would further the preservation of Plum Creek, will further the maintenance of the character and residential integrity of Plum Creek, and further the benefits and protection afforded to the Lots by the Declaration.

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

1. Lot 29A and Lot 30A, Plum Creek, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, shall be subject to the Declaration and to each and all of the covenants, conditions, restrictions and easements as set forth in the Declaration, and shall be deemed to be "Lots" as such term is defined in the Declaration.


2. Lot 29B and Lot 30B, Plum Creek, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, shall no longer be restricted or encumbered by the Declaration.

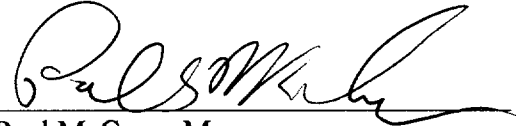
3. In each and every other respect, the Declaration shall remain in full force and effect according to its terms.

4. 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 Second Amendment as of the 30th day of November, 1997.

PLUM CREEK, L.L.C., a Nebraska limited liability company

By: 
Kevin Irish, Manager

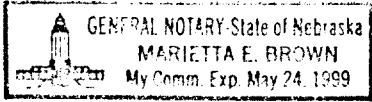
By: 
Paul McCune, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

97-27573B

On this 30th day of November, 1997, before me, a Notary Public in and for said County and State, personally appeared the above-named KEVIN IRISH AND PAUL McCUNE, Managers of PLUM CREEK, L.L.C., Nebraska limited liability company, who is personally known to me to be the identical person who signed the above and acknowledged the execution of said instrument to be his voluntary act and deed and the voluntary act and deed of the company.

WITNESS my hand and Notrial Seal the date last aforesaid.



[Handwritten Signature]

Notary Public