

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

This First 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"), 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.

Article V, Paragraph 2 of the Declaration provide as follows:

The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter, this Declaration may be amended by an instrument signed by the owner of not less than seventy-five percent (75%) of the Lots covered by this Declaration. Provided, however, that the provisions of Article I, Paragraph 21 shall not be amended or changed by Declarant, any person, firm, corporation, partnership or entity designated in writing by Declarant, or seventy-five percent (75%) of the owners of the Lots.

Declarant does hereby substitute, amend and restate the Declaration in the following particulars only:

1. The Declarant does hereby restate and substitute for Article III, Paragraph 1A the following amendment:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas; and signs and entrances for Plum Creek. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, or on property dedicated to a Sanitary Improvement District. For so long as the Declarant shall own a majority of the Lots, Declarant shall not permit the construction of a swimming pool or health facility as a Common Facility, as that term is defined herein.

2. The Declaration is in all other matters ratified and affirmed.

The Declarant has executed this First Amendment to Declaration as of this 20th day of February, 1996.

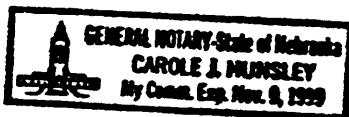
PLUM CREEK L.L.C., a
Nebraska limited
liability company,
"Declarant"

By: [Signature]
Manager

By: [Signature]
Manager

STATE OF NEBRASKA)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this 20th day of February, 1996, by Paul McCune, Manager of Plum Creek L.L.C., a Nebraska limited liability company, on behalf of the company.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 20 day of February 1996, by Kevin Irish, Manager of Plum Creek L.L.C., a Nebraska limited liability company, on behalf of the company.

Teresa M. Roll
Notary Public



96-03805 C

REGISTER NUMBER
96-03805

96 FEB 29 PM 2:01

Sharon G. Harding
REGISTER OF DEEDS

Counter
Verify
D.E.
Proof
Fee \$130.00
Ck
Cash
Chg

PAGE ADDED FOR RECORDING
INFORMATION
