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After recording, please return to:

Robert J. Huck, Esq.
 CROKER, HUCK, KASHER, DeWITT,
 ANDERSON & GONDERINGER, L.L.C.
 2120 South 72nd Street, Suite 1250
 Omaha, NE 68124

Received - RICHARD TAKECHI
 Register of Deeds, Douglas County, NE
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**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
 CONDITIONS, RESTRICTIONS AND EASEMENTS OF
 QUAIL HOLLOW, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

This Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska is made on the date hereinafter set forth by Pacesetter Homes, Inc., a Nebraska corporation, hereinafter referred to as "Declarant".

1. Declarant executed a Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") covering the real property described as: Lots 1 through 117, inclusive, and Lots 121 through 142, inclusive, in Quail Hollow, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. The Declaration was filed for record in the Office of the Register of Deeds of Douglas County, Nebraska on June 8, 2001 in Book 1385 at Page 55. Lots 80 and 81 were subsequently replatted as Lots 1 and 2, Quail Hollow Replat 1, and are subject to the Declaration.

2. Pursuant to the terms and conditions of Article IV, Section 2 of the Declaration, Declarant, for a period of ten (10) years from the date of the Declaration, reserved the right to amend the Declaration. Declarant previously amended the Declaration pursuant to a First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska recorded September 6, 2002 in the Office of the Register of Deeds of Douglas County, Nebraska in Book 1460 at Page 33. Declarant desires to further amend the Declaration as hereinafter set forth.

3. Declarant hereby amends Article I, Section 15 of the Declaration to read, in its entirety, as follows:

15. Except as set forth below in this Section 15, each Owner of a Lot shall construct, or cause the construction of, a public sidewalk constructed of concrete four (4) feet wide by four (4) inches thick in front of such Owner's Lot and upon each side street of each corner Lot (where applicable). The sidewalk shall be placed four (4) feet back of the street curb line and shall be constructed by the Owner of the Lot prior to the time of completion of the main structure and before occupancy thereof, provided however, this provision shall vary to comply with any requirements of the City of Omaha. Notwithstanding the foregoing, in connection with certain Lots selected by Declarant, in its sole discretion, Declarant has constructed, or shall construct, curved sidewalks. Such curved sidewalks shall be located in the public right-of-way in front of such Lots (and in the case of corner Lots, in the right-of-way on the street side of such Lots) and on a strip of land at the front of each such Lot (or on the street side of

Pacesetter Homes Inc
 7002 S. 131 Ave.
 Omaha ne 68138

each Lot for corner Lots), which strip of land shall not exceed five (5) feet. All such sidewalks (whether the curved sidewalks constructed by Declarant or the straight sidewalks constructed by Owners) shall be public sidewalks, and Declarant hereby reserves in favor of the public, for public use, a perpetual easement for use of the sidewalks for ordinary pedestrian and similar purposes to the extent that any portion or portions thereof are constructed on the front five (5) feet of any Lot or a strip of land not to exceed five (5) feet on the street side of any corner Lot.

4. Declarant hereby amends the Declaration by adding in Article I thereof the following new Section 22:

22. Declarant has planted, or will plant, trees in the public right-of-way in front of certain Lots, selected by Declarant in its sole discretion. Each Owner of any such Lot shall keep the trees located in the right-of-way located in front of such Owner's Lot trimmed, pruned, and sprayed in such manner as will remove any hazard to life or property and preserve or promote the health and vigor of the trees, and shall water and otherwise care for the trees to maintain them in a healthy, vigorous, growing condition. Should any of such trees be removed, die, or deteriorate into a poor condition, the Owner of the Lot shall, at the Owner's expense, replace such trees with trees of the same or similar type and quality. In the event that any Owner fails to perform the maintenance required of the trees under this Section 22, the Association (as defined in Article II of this Declaration) shall be permitted to perform, or cause to be performed, all such maintenance and shall invoice such Owner for the reasonable costs, fees, and expenses in connection therewith. The amount of any such invoices shall, for all purposes, constitute dues and assessments (as defined in Article II of this Declaration) due from the Owner to the Association.

5. In all other respects, the Declaration heretofore executed, as previously amended, is hereby ratified and confirmed in its original form.

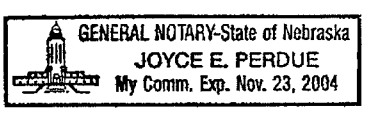
IN WITNESS WHEREOF, Declarant has executed this Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska this 10 day of June, 2004.

PACESETTER HOMES, INC.,
a Nebraska corporation

By: *Dennis Van Moorleghem*
Dennis Van Moorleghem, Vice President

STATE OF NEBRASKA)
) SS:
DOUGLAS COUNTY)

The foregoing instrument was acknowledged before me this 10 day of June, 2004 by Dennis Van Moorleghem, Vice President of Pacesetter Homes, Inc., a Nebraska corporation, on behalf of the corporation.



Joyce E. Perdue
Notary Public