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INST NO 2003

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LANCASTER COUNTY, NE

FIRST AMENDMENT
TO DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS & RESTRICTIONS OF
The PRESERVE ON ANTELOPE CREEK

\$51.50

BLOCK

XX/PRANCI
CODE
CHECKED

PRANCI
ENTERED

EDITED

2.50 cash

J

WHEREAS, Nebraska Nurseries, Inc., a Nebraska Corporation ("Developer") is the developer of a certain tract of real property described as:

Lot 1, the Preserve on Antelope Creek, Lying in the Northeast Quarter of Section 10, Township 9 North, Range 7 East of the 6th P.M., City of Lincoln, As Surveyed, Platted and Recorded in, Lancaster County, Nebraska

AND

The Preserve on Antelope Creek 1st Addition, a Subdivision Composed of Lots 1 through 36, Block 1, Lots 1 through 20, Block 2, and Out Lots "A" Through "E", Being a re-subdivision of out lots "A" and "B", of "The Preserve on Antelope Creek", Lying in the Northeast Quarter of Section 10, Township 9 North, Range 7 East of the 6th P.M., City of Lincoln, as Surveyed, Platted and Recorded in, Lancaster County, Nebraska

AND

Lots 55, Irregular Tract in the Northeast Quarter of Section 10, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, and being more particularly described as follows:

Commencing at the North 1/4 Corner of Section 10; Township 9 North; Range 7 East of the 6th Principal Meridian as Surveyed, Platted and Recorded in Lancaster County, Nebraska; Thence Southerly 40.00 Feet more or less to a point on the South Right of Way Line of Pioneers Boulevard; Thence Easterly along said south right of way line a distance of 72.28 feet more or less to a 1 1/4" diameter iron pipe; Thence Continuing along said south right of way, record bearing of N89°21'18"E a distance of 636.19 feet to the point of beginning; Thence S00°10'15"E a distance of 259.69 feet; Thence N89°21'34"E a distance of 200.19 feet; Thence N00°10'44"W a distance of 259.81 feet to the south right of way line of said Pioneers Boulevard; Thence continuing along said right of way line S89°19'30"W a distance of 200.16 feet to the point of beginning.

hereinafter described as the "Property" or the "Neighborhood", the majority of such property is owned by Developer the remainder is owned by The Grand Lodge Retirement Community, Inc.; and,

WHEREAS, on November 18, 2002, the Developer and The Grand Lodge Retirement Community, Inc. filed with the Register of Deeds of Lancaster County, Nebraska, a "Declaration of Protective Covenants, Conditions & Restrictions of the Preserve on Antelope Creek". Such covenants are found as Instrument number 02-081810.

NOW, THEREFORE, the Developer, acting pursuant to the power of amendment set forth in the covenants, does hereby amend those covenants as follows:

Article V, paragraph A. 2. is hereby deleted and the following new Article V, paragraph A. 2. is substituted and in its place:

"2. The Declarant and The Grand Lodge Retirement Community, Inc. for each Senior Lot owned within the Property hereby covenant, and each Owner of any Senior Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is and shall be deemed to covenant and agree to pay to the Association assessments for all Senior Lots consisting of the following components: (1) a single annual general assessment for the operation, care and maintenance of the Common Areas including a reasonable amount for overhead (the "Senior Lots General Assessment") which shall commence on occupancy of phase I of The Grand Lodge, Lot 36, Block 1, 1st Addition to The Preserve on Antelope Creek (the "Occupancy Date") and which shall be a fixed amount of twenty thousand dollars (\$20,000) for the first year following the Occupancy Date and which shall increase (but not decrease) annually only by the cost of living adjustment as set forth below; and (2) capital improvement assessments equal to fifteen percent of the project cost of extraordinary capital improvements to the Common Areas which are individual capital improvement projects exceeding ten thousand dollars (\$10,000.00) in cost; and (3) special assessments equal to the cost of providing goods or services provided to the Senior Lot(s) including but not limited to mowing, lawn care, and snow removal. The assessments as determined in this paragraph, together with interest, costs, and reasonable fees including attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable fees including attorney fees, shall also be the personal obligation

Hoppe & Harner

of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them or unless a lien therefor has been filed against the Senior Lot. Assessments shall be prorated among the Senior Lots by square footage.

Each anniversary of the Occupancy Date shall be a Senior Lots General Assessment adjustment date (an "Adjustment Date"). The Senior Lots General Assessment shall be increased (but not decreased) on the Assessment Date by the Consumer Price Index adjustment described below (the "Adjustment"):

(i) The Adjustment for the Year Following the First Adjustment Date: If the Consumer Price Index (All Items/ All Urban Consumers) for the Midwest Urban area, as published by the United States Department of Labor, Bureau of Labor Statistics (the "Index"), issued for the month immediately preceding the first Adjustment Date has increased over the Index issued for the month immediately preceding the Occupancy Date, the Senior Lots General Assessment for the year following the first Adjustment Date shall be determined by multiplying the Senior Lots General Assessment by a fraction, the numerator of which is the Index for the month immediately preceding the first Adjustment Date, and the denominator of which is the Index for the month immediately preceding the Occupancy Date. If the Index issued for the month immediately preceding the first Adjustment Date has not increased over the Index issued for the month immediately preceding the Occupancy Date, there shall be no adjustment to the Senior Lots General Assessment.

(ii) The Adjustment for the Year Following Each Subsequent Adjustment Date: If the Index issued for the month immediately preceding any subsequent Adjustment Date (the "Adjustment Date Index") has increased over the immediately preceding Adjustment Date Index (the "Beginning Index"), the Senior Lots General Assessment for the year following that Adjustment Date (until the next Adjustment goes into effect) shall be determined by multiplying the Senior Lots General Assessment in effect for the year immediately preceding that Adjustment Date by a fraction, the numerator of which is the Adjustment Date Index and the denominator of which is the Beginning Index. If the Adjustment Date Index corresponding to any Adjustment Date has not increased over the Beginning Index, there shall be no adjustment to the Senior Lots General Assessment for the year following that Adjustment Date.

(iii) If the Index is changed so that the base year differs from that used as of the date of commencement of the Senior Lots General Assessment, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.

The amounts payable as determined herein shall be the limit of the liability for Senior Lots General Assessments, capital improvement assessments, and special assessments for goods or services for all Senior Lot(s) in any year. There shall be a single Senior Lots General Assessment for all Senior Lot(s) each year."

Article VIII is hereby amended by deleting the title and the first sentence thereof and by substituting in their place the following:

"Specific Restrictions for All Lots except the Senior Lots"

The following covenants, conditions and restrictions relate specifically to all lots of the Preserve on Antelope Creek except the Senior Lots."

Article IX is hereby amended at A.1.a.i, ii, and iii by substituting in the last line of each the words "See exhibit A and B for setbacks" for the words "See exhibit A for setbacks."

Exhibit A is hereby amended by substituting exhibit A attached hereto for the exhibit A attached to the original covenants.

The exhibit B attached is made a part of the covenants.

In all respects not inconsistent with the terms and provisions of the covenants, as amended hereby, the covenants are hereby ratified, approved and confirmed, and, as so amended, shall remain in full force and effect.

Dated July 24, 2003

Nebraska Nurseries, Inc.

A Nebraska Corporation, Developer

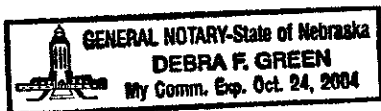
Kent D. Braasch
Kent Braasch

STATE OF NEBRASKA)

)ss.

Douglas COUNTY)

The foregoing instrument was acknowledged before me this 24 day of July, 2003, by Kent Braasch, of Nebraska Nursery, Inc., a Nebraska Corporation, on behalf of the Corporation.



Notary Public Debra F. Green

**THE PRESERVE ON ANTELOPE CREEK
1ST ADDITION - FINAL PLAT**

LOT BUILDING SETBACKS					
BLOCK	LOT	FRONT	SIDE	ST. SIDE	REAR
BLOCK 1	1	25'	7.5'	20'	25'
BLOCK 1	2	25'	7.5'		25'
BLOCK 1	3	25'	7.5'		25'
BLOCK 1	4	25'	7.5'		25'
BLOCK 1	5	25'	7.5'		25'
BLOCK 1	6	25'	7.5'		25'
BLOCK 1	7	25'	7.5'		25'
BLOCK 1	8	25'	7.5'		25'
BLOCK 1	9	25'	7.5'		25'
BLOCK 1	10	25'	7.5'		25'
BLOCK 1	11	25'	7.5'		25'
BLOCK 1	12	25'	7.5'		25'
BLOCK 1	13	25'	7.5'		25'
BLOCK 1	14	25'	7.5'		25'
BLOCK 1	15	25'	7.5'		25'
BLOCK 1	16	25'	7.5'		25'
BLOCK 1	17	25'	7.5'		25'
BLOCK 1	18	25'	7.5'		25'
BLOCK 1	19	20'	7.5'		30' or 20% of depth.
BLOCK 1	20	20'	7.5'		30' or 20% of depth.
BLOCK 1	21	20'	7.5'		30' or 20% of depth.
BLOCK 1	22	20'	7.5'		30' or 20% of depth.
BLOCK 1	23	20'	7.5'		30' or 20% of depth.
BLOCK 1	24	20'	7.5'		30' or 20% of depth.
BLOCK 1	25	25'	7.5'		30' or 20% of depth.
BLOCK 1	26	25'	7.5'		30' or 20% of depth.
BLOCK 1	27	25'	7.5'		25'
BLOCK 1	28	25'	7.5'		25'
BLOCK 1	29	25'	7.5'		25'
BLOCK 1	30	25'	7.5'		25'
BLOCK 1	31	25'	7.5'		25'
BLOCK 1	32	25'	7.5'		25'
BLOCK 1	33	25'	7.5'		25'
BLOCK 1	34	25'	7.5'		25'
BLOCK 1	35	25'	7.5'		25'
BLOCK 1	36	50'	20'	35'	50'

* Note: Block 1, Lots 19-35: The building footprint shall not extend into the floodplain.

6/11/03

**THE PRESERVE ON ANTELOPE CREEK
4th ADDITION - FINAL PLAT**

LOT BUILDING SETBACKS					
BLOCK	LOT	FRONT	SIDE	ST. SIDE	REAR
BLOCK 1	1	25'	7.5'	20'	30' or 20% of depth.
BLOCK 1	2	25'	7.5'		30' or 20% of depth.
BLOCK 1	3	25'	7.5'		30' or 20% of depth.
BLOCK 1	4	25'	7.5'		30' or 20% of depth.
BLOCK 1	5	25'	7.5'		30' or 20% of depth.
BLOCK 1	6	25'	7.5'		30' or 20% of depth.
BLOCK 1	7	25'	7.5'		30' or 20% of depth.
BLOCK 1	8	25'	7.5'		30' or 20% of depth.
BLOCK 1	9	25'	7.5'		30' or 20% of depth.
BLOCK 1	10	25'	7.5'	20'	30' or 20% of depth.
BLOCK 1	11	25'	7.5'	20'	30' or 20% of depth.
BLOCK 1	12	25'	7.5'		30' or 20% of depth.
BLOCK 1	13	25'	7.5'		30' or 20% of depth.
BLOCK 1	14	25'	7.5'		30' or 20% of depth.
BLOCK 1	15	25'	7.5'		30' or 20% of depth.
BLOCK 1	16	25'	7.5'		30' or 20% of depth.
BLOCK 1	17	25'	7.5'		30' or 20% of depth.
BLOCK 1	18	25'	7.5'		30' or 20% of depth.
BLOCK 1	19	25'	7.5'		30' or 20% of depth.
BLOCK 1	20	25'	7.5'	20'	30' or 20% of depth.