



AMENDMENT TO THE DECLARATON OF PROTECTIVE COVENANTS CONDITIONS &
RESTRICTIONS OF The PRESERVE ON ANTELOPE CREEK dated February 15, 2008

Nebraska Nurseries, Inc., the undersigned, is the developer of the PRESERVE ON ANTELOPE CREEK and the "developer" defined in the covenants of the PRESERVE ON ANTELOPE CREEK which are found as instrument 2002- 081810 in the office of the Register of Deeds of Lancaster County Nebraska. The covenants and these amendments are on the following real estate:

FRANK 1 - The Preserve on Antelope Creek, Block 1 Lot 1,

FRANK 2 - The Preserve on Antelope Creek 1st Addition, Block 1 Lots 1 through 23 and 27 through 36,

FRANK 3 - The Preserve on Antelope Creek 2nd Addition, Block 1 Lots 1 through 5,

FRANK 4 - The Preserve on Antelope Creek 3rd Addition, Block 1 Lot 1,

FRANK 5 - The Preserve on Antelope Creek 4th Addition, Block 1 Lots 3 through 20, Outlot A, - NO FRANK 4

FRANK 6 - The Preserve on Antelope Creek 5th Addition, Block 1 Lots 1 and 2,

FRANK 7 - The Preserve on Antelope Creek 6th Addition, Block 1 Lots 1 through 7, Outlot C,

FRANK 8 - The Preserve on Antelope Creek 7th Addition, Block 1 Lots 1 and 2, Outlot A,

FRANK 9 - The Preserve on Antelope Creek 8th Addition, Block 1 Lots 1 and 2,

FRANK 10 - The Preserve on Antelope Creek 9th Addition, Block 1 Lots 1 and 2,

FRANK 11 - The Preserve on Antelope Creek 10th Addition, Block 1 Lots 1 through 19, Block 2 Lots 1 through 5, Outlots A, B, C, and D,

FRANK 12 - The Preserve on Antelope Creek 11th Addition, Block 1 Lots 1 through 20, Block 2 Lots 1 through 12, Outlots A, B, C and D,

FRANK 13 - The Preserve on Antelope Creek 12th Addition, Block 1 Lot 1, Outlot A,

FRANK 14 - The Preserve on Antelope Creek 13th Addition, Block 1 Lots 1, 2, 3, and 4,

PIESTER - The Preserve on Antelope Creek 14th Addition, Block 1 Lots 1 and 2 Block, Outlot A,

PIESTER - The Preserve on Antelope Creek Piester Addition, Lots 1 and 2,

Each and every of the aforementioned properties is located in the Northeast Quarter of Section 10, Township 9 North, Range 7 East of the 6th P.M., City of Lincoln, Lancaster County Nebraska, as surveyed, platted and recorded in Lancaster County, Nebraska.

Mail HOH

Nebraska Nurseries, Inc., may and does hereby amend the covenants as follows:

Article I, J., shall be amended in the first sentence, second line, to replace "of" between "owner" and "owners" with "or".

Article III, F., 2 shall be amended to replace "repairs" in line two with "repair."

Article V, D. shall be amended to replace "of" between "repair" and "replacement" in the first sentence, first line of page 13, with "or".

Article VI, A shall be amended to replace "of" between "negligence" and "willful" with "or".

Article VIII, D, Grading and Erosion Control shall be amended by striking the second paragraph in its entirety and substituting the following in its place:

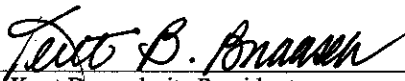
The Lot Owner shall be responsible to maintain erosion control on the lot to the standards required by rules and regulations of the City of Lincoln and the U.S. Environmental Protection Agency. Each Lot Owner shall familiarize itself with the Storm Water Pollution Prevention Plan and the Best Management Practices for the property and agrees to abide thereby. The Lot Owner shall be responsible for all deliveries of materials to the property and shall use care ordering deliveries to avoid ground disruption or mud tracking onto streets or onto any common areas during the construction period. The Lot Owner shall promptly clean up street mud or silt after deliveries and shall prohibit deliveries which will violate the SWPPP or breach the BMPs. The Lot Owner shall assure the replacement of silt fence or other environmental remediation devices on the premises after deliveries or visits to site by Owner, its personnel or suppliers during the course of construction and until permanent erosion control such as lawn and landscaping is in place. Declarant shall have the right to require any Lot Owner to maintain silt fences or other additional measures to control erosion whether onto abutting Lots, waterways, sidewalks or into any street or private roadway. If upon notice from Declarant to repair, maintain or take additional measures to control erosion, the Lot Owner of any Lot fails to comply within forty-eight (48) hours of delivery of such notice, Declarant may take such measures as may be necessary to control the erosion and charge the cost of the measures to the Lot Owner. Such charges, when shown of record, shall be a lien upon the Lot and shall bear interest at the rate of sixteen percent (16%) per annum until paid.

Exhibit A is amended by replacing the existing exhibit A with the attached Exhibit A dated February 15, 2008.

The original covenants found as Instrument Number 2002-081810 in the office of the Register of Deeds of Lancaster County, Nebraska are ratified and confirmed as here amended.

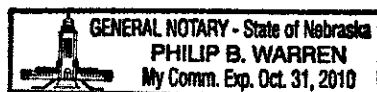
Dated this 15 day of February, 2008.

NEBRASKA NURSERIES, INC., Declarant and Developer


by Kent Braasch, its President

State of Nebraska)
) SS
Douglas County)

The foregoing instrument was acknowledged before me this 15 day of February, 2008, by Kent Braasch, President of Nebraska Nursery, Inc., a Nebraska Corporation on behalf of the Corporation.




Notary Public

SETBACKS

**EXHIBIT A
FEBRUARY 15, 2008**

R3

**FRONTYARD – LOTS 19 – 24 BLOCK 1 - 20'
ALL OTHER LOTS - 25'**

**EXCEPT – LOT 20 BLOCK 3 (NORTH SIDE) - 20'
LOT 1 BLOCK 3 (NORTH SIDE) - 20'**

**INTERIOR SIDEYARD ON SIDE NEXT TO – LOTS 18, 19, 27, 28, 33, 34, 36 BLOCK 1,
-5'**

COMMON AREA OR EASEMENT

**LOTS 7, 8, 13, 14 BLOCK 2, - 5'
LOTS 4, 5, BLOCK 3, - 5'
LOTS 14, 15, BLOCK 3 - 5'
LOTS 8, 9, BLOCK 4 - 5'
LOT 14, BLOCK 4 - 5'
LOT 23, BLOCK 4 - 1'
LOT 24, BLOCK 4 - 1'
LOT 34, BLOCK 4 – 2.5'
LOT 35, BLOCK 4 - 5'**

**INTERIOR SIDEYARD – LOTS 15 – 37, BLOCK 4, LOTS 1-14 BLOCK 5,
LOTS 37 – 41, BLOCK 1, THE SETBACK IS 0'
LOTS 11 – 20, BLOCK 3, THE SETBACK IS 0'
LOTS 3 – 11, BLOCK 4, THE SETBACK IS 0'
ALL OTHER LOTS – 7.5'**

**REARYARD – LOTS 2 - 19 - 25' AND LOTS 20 – 42 BLOCK 1 - 0' PROVIDED
THERE IS NO ENCROACHMENT INTO THE 100 YEAR
FLOODPLAIN FOR ANTELOPE CREEK AS SHOWN ON THE PLAN**

ALL LOTS BLOCK 2 - 30' OR 20% OF DEPTH

ALL LOTS BLOCK 3 – 25'

**LOT 9 BLOCK 3 REARYARD ADJACENT TO LOT 8 - 25'
LOT 10 BLOCK 3 REARYARD ADJACENT TO LOT 8 - 25'
LOT 1 BLOCK 3 REARYARD ADJACENT TO LOT 20 - 25'
LOT 20 BLOCK 3 REARYARD ADJACENT TO LOT 1 - 25'**

ALL LOTS BLOCK 4 - 25', EXCEPT LOTS 15 – 26 - 0'

**LOTS 27 – 37, BLOCK 4 – 5'
LOT 12 BLOCK 4 REARYARD ADJACENT TO LOT 13**

LOTS 1 – 14 BLOCK 5 - 0'