



03073259

INST NO 2003

2003 JUL 28 P 2:59

073259

LANCASTER COUNTY, NE

\$51.50

BLOCK

PRANCI
CHECKED

PRANCI
ENTERED

EDITED

2.50 cash

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

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

Hoopes & Harnier

**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.