

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

THIS DECLARATION, made on the date hereinafter set forth, is made by Plum Creek L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska and described as follows:

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.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation of the values and amenities of Plum Creek, for the maintenance of the character and residential integrity of Plum Creek, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Plum Creek.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other non-profit use.
2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboards, dog house, tree house, pool house, antenna satellite receiving station or "discs", flag pole, solar heating or cooling device, tool shed,

wind mill or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall be developed residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

C. Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

D. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

E. At such time as there shall be a completed single family residence constructed and occupied on Ninety percent

(90%) of all Lots or ten (10) years, whichever shall occur first, all discretions of Declarant under this Article I, Paragraph 2 shall transfer to the Homeowner's Association and shall be administered pursuant to the provisions of Article III herein.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height. Residences on all Lots shall have a minimum front set back of twenty-five (25) feet.

4. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete or other approved material. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, wood or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all improvements shall be covered with asphalt shingles or other approved material shingles.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale". No premises shall be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

6. No exterior television or radio antenna or disc greater than 18" x 24" in size of any sort shall be permitted on any Lot other than in an enclosed structure hidden from public view.

7. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other improvements during the period of construction. All residential lots shall provide at least a minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Gretna, Nebraska.

9. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards.

10. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

11. No fence shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wood or wrought iron. No fence shall be of the chain link or wire types. No fences or walls shall exceed the height of six (6) feet.

12. No swimming pool may extend more than one foot above ground level.

13. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. 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 Gretna.

15. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

16. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, if required by this Declaration. Dog houses shall only be allowed at the rear of the residence, concealed from public view. No dog runs or kennels of any kind shall be allowed in Plum Creek Subdivision. No livestock or agricultural-type animals shall be allowed in Plum Creek Subdivision, including pot-bellied pigs.

17. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from the public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

18. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

19. No structure of a temporary character, carport, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No

structure or dwelling shall be moved from outside Plum Creek to any Lot without the written approval of Declarant.

20. Except for connection and access facilities, all utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

21. No manufactured home, as that term is defined in Section 71-4603(1) of the Nebraska Revised Statutes, 1943, shall be permitted in Plum Creek Subdivision.

ARTICLE II.
BOUNDARY FENCE

1. Declarant may, at its sole discretion, construct boundary fences along 216th Street, U.S. Highway 6, and the Northeast boundary of Lot 24 (the "Boundary Fence"). In the event of construction of a Boundary Fence, the 216th Street and U.S. Highway 6 Boundary Fence will be situated on the easterly most boundary line of Lots 1, 4 through 20, inclusive, and 115 through 120, inclusive, and will extend west approximately 25 feet, and will be situated on the northerly most boundary line of Lots 1, 2, and 20, and will extend south approximately 25 feet, and the Lot 24 Boundary Fence will be situated on the northeasterly most boundary line of Lot 24 and will extend southwest approximately 25 feet. Each of such lots are collectively referred to as the "Boundary Lots".

2. Declarant hereby declares that the Boundary Lots are subject to a permanent and exclusive right and easement in favor of Declarant and the Plum Creek Homeowners Association to maintain, repair and replace the Boundary Fence. Without limitation of the rights and easements granted by this Declaration, the Declarant or Association may come upon any of the Boundary Lots for the purpose of constructing, installing, repairing, maintaining, removing and replacing the Boundary Fence.

3. The rights and easements granted in this Article shall fully and finally terminate as to any Boundary Lot if: (i) the owner of the Boundary Lot gives written notice to the Association that the Association has failed to maintain the Boundary Fence on the Owner's Lot in neat and orderly condition and in good repair; and (ii) the Association fails to place the Boundary Fence on the Owner's Lot into good order and repair within ninety (90) days after the written notice.

ARTICLE III.
HOMEOWNERS' ASSOCIATION

1. The Association. Declarant has caused the incorporation of Plum Creek Homeowners Association, a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

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.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities to Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Plum Creek; and the protection and maintenance of the residential character of Plum Creek.

2. Membership and Voting. Plum Creek is being initially divided into One Hundred Thirty-One (131) separate single-family residential lots (referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. The Association shall include further phases of Plum Creek as may be developed by the Declarant. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot

for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The owner of each Lot, whether one or more entities, shall be entitled to one (1) vote for each Lot owned on each matter properly coming before the Members of the Association.

3. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or Member, to expand the property to which this Declaration is applicable to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion may be affected from time to time by the Declarant by recordation with the Register of Deeds of Sarpy County, Nebraska, of an Amendment of Declaration, executed and acknowledged by Declarant, setting forth the identity of the additional residential lots which shall become subject to this Declaration.

Upon the filing of any Amendment to Declaration which expands the property subject to this Declaration, the additional residential lots identified in the Amendment shall be considered to be and shall be included in the "Lots" for all purposes under this Declaration, and the Owners of the additional residential lots shall be Members of the Plum Creek Homeowners Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

4. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities; and the enforcement of the rules and regulations relating to the Common Facilities.

B. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within or near Plum Creek.

C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

F. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

G. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

I. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

J. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

5. Mandatory Duties of Association. The Association shall maintain and repair any boundary fence, entrance monuments, and signs which have been installed by Declarant in generally good and neat condition.

6. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration.

Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

7. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues and assessments in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant. Lots owned by the Declarant shall not be subject to imposition of dues, assessments or Association liens.

8. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

9. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 3 and 4 of this Article.

10. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 12 below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

A. Sixty Dollars (\$60.00) per Lot.

B. In each calendar year beginning on January 1, 1996, One Hundred Twenty-Five percent (125%) of the aggregate dues charged in the previous calendar year.

11. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting,

maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred Dollars (\$200.00) per Lot.

12. Excess Dues and Assessments. With the approval of seventy-five percent of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

13. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 7 above.

14. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessments shall be and become a lien as of the date such amounts first become due and payable.

15. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues and assessment shall bear interest from the due date at the rate of Fifteen percent (15%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

16. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

ARTICLE IV.

EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, U.S. West, and any company which has been granted a franchise to provide a cable television system within the Lots, People's Natural Gas, and Sanitary and Improvement District No. 169 of Sarpy County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior Lots that are adjacent to presently platted and recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

2. Other easements are provided for in the final plat of Plum Creek which is filed in the Register of Deeds of Sarpy County, Nebraska (Book 95, Page 13030).

ARTICLE V.

GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover all loss or damages arising out of such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. 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.

3. By written consent of the Declarant for a period of five (5) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified, or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver modification or amendment will have on the Plum Creek subdivision and the Owner requesting the waiver. Declarant's decision on any requested waiver, modification or amendment shall be final and there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any requested waiver, modification, or amendment.

4. Declarant, or its successors or assigns, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

5. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 11th day of August, 1995.

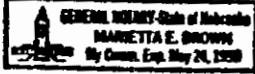
Plum Creek L.L.C., a Nebraska
limited liability company,
"Declarant"

BY: [Signature]
Manager
BY: [Signature]
Manager

95-13031 M

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 11th
day of August, 1995, by Paul S. McCune and Kevin Irish,
Managers of Plum Creek L.L.C., a Nebraska limited liability
company, on behalf of the L.L.C.



Marjette E. Brown
Notary Public

Counter SLIP
Verify VR
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Proof W
Film _____
Mail _____
Fee # 13500
OK Cash Chg

REGISTER OF DEEDS
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Sharon J. ...
REGISTER OF DEEDS

50¢ stamp copy

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:

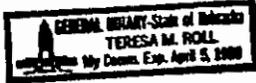
The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion 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:

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

PLUM CREEK L.L.C.
www.plumcreekllc.com

FILED SARPY CO. NE.

INSTRUMENT NUMBER

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97 DEC -5 PM 1:35

REGISTER OF DEEDS

97-27573
Counter
Verify: SW
D.E. SW
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**SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF PLUM CREEK, A SUBDIVISION
IN SARPY COUNTY, NEBRASKA**

This Second 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"), and amended by the First Amendment to Declaration dated February 20, 1996, and recorded in Book 96, Page 03805 through 03805C of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska (herein referred to as the "First Amendment to 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 (such lots are herein referred to collectively as the "Lots" and individually as each "Lot"). The Lots are part of Plum Creek, a residential subdivision in Sarpy County, Nebraska ("Plum Creek")

Lot 29, Plum Creek, has been divided into two (2) individual lots, Lot 29A, Plum Creek, and Lot 29B, Plum Creek, as shown on the administrative lot split recorded in the Miscellaneous Records with the Register of Deeds of Sarpy County, Nebraska, on December 5, 1997 in Book 97, Page 27570.

Lot 30, Plum Creek, has been divided into two (2) individual lots, Lot 30A, Plum Creek, and Lot 30B, Plum Creek, as shown on the administrative lot split recorded in the Miscellaneous Records with the Register of Deeds of Sarpy County, Nebraska, on December 5, 1997 in Book 97, Page 27571.

Except as specifically provided herein, for purposes of the Declaration and First Amendment to Declaration, each of the above identified Lots shall be deemed individual Lots governed by the provisions of the Declaration and First Amendment thereto.

Declarant has considered Amendment of the Declaration for purposes of (1) including Lots 29A, Plum Creek, and Lot 30A, Plum Creek, as "Lots" subject to the Declaration and subject to each and all of the covenants, conditions, restrictions and easements as set forth in the Declaration; and (2) excluding Lot 29B, Plum Creek, and Lot 30B, Plum Creek, from encumbrance by the Declaration.

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Article V, paragraph 2 of the Declaration allows the Declarant to amend the Declaration in any manner in which it may determine in its full and absolute discretion for a period of five (5) years from the date of Declaration. Declarant has investigated the effect which the proposed amendments to the Declaration would have on the Lots as defined in the Declaration and has concluded that the amendments would further the preservation of Plum Creek, will further the maintenance of the character and residential integrity of Plum Creek, and further the benefits and protection afforded to the Lots by the Declaration.

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article V, paragraph 2 of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

1. Lot 29A and Lot 30A, Plum Creek, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, shall be subject to the Declaration and to each and all of the covenants, conditions, restrictions and easements as set forth in the Declaration, and shall be deemed to be "Lots" as such term is defined in the Declaration.

2. Lot 29B and Lot 30B, Plum Creek, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, shall no longer be restricted or encumbered by the Declaration.

3. In each and every other respect, the Declaration shall remain in full force and effect according to its terms.

4. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Second Amendment as of the 30th day of November, 1997.

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

By: K-12
Kevin Irish, Manager

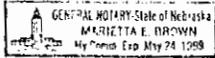
By: Paul McCune
Paul McCune, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

97-21573B

On this 3rd day of November, 1997, before me, a Notary Public in and for said County and State, personally appeared the above-named KEVIN IRISH AND PAUL McCUNE, Managers of PLUM CREEK, L.L.C., Nebraska limited liability company, who is personally known to me to be the identical person who signed the above and acknowledged the execution of said instrument to be his voluntary act and deed and the voluntary act and deed of the company.

WITNESS my hand and Notrial Seal the date last aforesaid.



Margretta E. Brown

Notary Public

FILED SARPY CO. NE.
INSTRUMENT NUMBER
98-010777
98 APR 30 PM 2:38
Shawn J. Dawkins
REGISTER OF DEEDS

98-10777
Counter STEVE W
Verify A
D.E. AK
Proof m
Fee \$ 152.00
CR Cash Chg

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

This Third Amendment to Declaration is made to the Declaration of Covenants, Conditions, Restrictions and Easements of Plum Creek, a subdivision in Sarpy County, Nebraska, dated August 11, 1995, and recorded as Instrument No. 95-13031 through 13031M of the Register of Deeds of Sarpy County, Nebraska (the "Declaration") as amended by the First Amendment to Declaration of Covenants, Conditions, Restriction, and Easements of Plum Creek, a subdivision in Sarpy County, Nebraska, dated February 20, 1996, and recorded on February 29, 1996, as Instrument No. 9603805 through 03805C of the Register of Deeds of Sarpy County, Nebraska (the "First Amendment to Declaration") and as amended by the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Plum Creek, a subdivision in Sarpy County, Nebraska, dated November 30, 1997, and recorded December 5, 1997, as Instrument No. 97-027573 through 027573B of the Register of Deeds of Sarpy County, Nebraska (the "Second Amendment to Declaration") by PLUM CREEK, L.L.C., a Nebraska limited liability company ("Declarant").

PRELIMINARY STATEMENT

A. The Declaration was made by Declarant in connection with the development of residential lots in Plum Creek, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska ("Plum Creek"). Certain lots of Plum Creek which are subject to the Declaration have been replatted and, due to the various replatting, the lots encumbered by the Declaration are now legally described as follows (the "Declaration Lots"):

Lots 1 through 20, inclusive, Lots 24 through 28, inclusive, Lot 29A, Lot 30A, Lot 31 through 113, inclusive, and Lots 115 through 134, inclusive, in Plum Creek, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

B. Lots 24 and 25, Plum Creek, have been replatted, along with Lots 22 and 23, Plum Creek, into Lots 1 through 15, inclusive, Plum Creek Replat 4, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska.

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C. Declarant desires to amend the Declaration for purposes of excluding Lots 24 and 25, Plum Creek, which have been replatted, in part, into Lots 1 through 15, inclusive, Plum Creek Replat 4, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

D. Declarant is the owner of additional residential lots adjacent to the Declaration Lots, which are legally described as follows:

Lots 135 through 264, inclusive, in Plum Creek, Second Platting, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (the "Additional Lots").

E. Declarant desires to provide for the preservation of the values and amenities of the Additional Lots, and for the maintenance of the character and residential integrity of the Additional Lots by encumbering and subjecting the Additional Lots to the covenants, conditions, restrictions and easements set forth in the Declaration.

F. Declarant desires to amend the Declaration for purposes of including the Additional Lots as "Lots" subject to the Declaration and subject to each and all of the covenants, restrictions and easements as set forth in the Declaration.

G. Article V, Paragraph 2 of the Declaration provides 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 owners 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.

H. Declarant has investigated the effect which the proposed amendments to the Declaration would have on the Lots as defined in the Declaration and has concluded that the amendments would further the preservation of Plum Creek, will further the maintenance of the character and residential integrity of Plum Creek, and further the benefits and protections afforded to the Lots by the Declaration.

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article V, Paragraph 2 of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

1. Lots 24 and 25, Plum Creek, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, shall no longer be restricted or encumbered by the Declaration.

2. Lots 135 through 264, inclusive, Plum Creek, Second Platting, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, shall be subject to the Declaration and to each and all of the covenants, conditions, restrictions, and easements as set forth in the Declaration, and shall hereby be deemed to be "Lots" as such term is defined in the Declaration.

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

4. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

The Declarant has executed this Third Amendment to Declaration as of this 14th day of April, 1998.

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

By: [Signature]
Manager

By: [Signature]
Manager

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

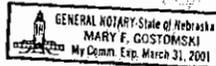
The foregoing instrument was acknowledged before me this 14th day of April, 1998, by PAUL McCUNE, Manager of PLUM CREEK, L.L.C., a Nebraska limited liability company, on behalf of the company.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15th day of April, 1998, by KEVIN IRISH, Manager of PLUM CREEK, L.L.C., a Nebraska limited liability company, on behalf of the company.



[Signature]
Notary Public