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**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
 CONDITIONS, RESTRICTIONS AND EASEMENTS
 PINE CREEK PHASE II**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (hereinafter the "Supplemental Agreement") is made and entered into as of the 15 day of January 2009, by PINE CREEK DEVELOPMENT, L.L.C., a Nebraska limited liability company ("Declarant").

RECITALS

WHEREAS, a Declaration of Covenants, Conditions, Restrictions and Easements covering Lots 1 through 3, inclusive, of Pine Creek Replat Two and Lots 480 through 482, inclusive, of Pine Creek, subdivisions as surveyed, platted and recorded in Douglas County, Nebraska, was recorded in the office of the Register of Deeds of Douglas County, Nebraska on July 27, 2006, as Instrument No. 2006-084718, as amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements recorded on October 23, 2007, as Instrument No. 2007-119745 (as amended, the "Declaration"); and

WHEREAS, pursuant to Section 13.2 of the Declaration, the Declaration may be terminated, modified or amended upon the terms of a recorded document executed by Declarant alone during the period of Declarant Control; and

WHEREAS, Declarant owns more than ten percent (10%) of the membership interests in Pine Creek Phase II Landowners Association, Inc., and, as such, the period of Declarant Control is still in effect; and

WHEREAS, Declarant and Walgreen Co., an Illinois corporation ("Walgreens"), successor in interest to Village Development, L.L.C., entered into a Real Estate Purchase Agreement with respect to Lot 1, Pine Creek Replat Two, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (the "Lot 1");

WHEREAS, Declarant desires to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby agrees as follows:

PROFESSIONAL TITLE AND ESCROW CO.
 8535 EXECUTIVE WOODS DRIVE, #300
 LINCOLN, NE 68512

return to

C4798L - Record lot

V004498

Pro Title / Fed 18.00

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1. Definitions. Terms not defined herein shall have the same definition as such are defined and used in the Declaration unless otherwise indicated to the contrary.

2. Common Areas. Notwithstanding anything to the contrary in the Declaration, no portion of Lot 1 shall be designated Common Area.

3. Easements. Notwithstanding anything to the contrary in Article VI of the Declaration, there shall be no easements for Common Areas (Section 6.1), utilities (Section 6.2) or cross- parking (Section 6.3) on Lot 1 and any such easements that presently exist are hereby terminated and of no further force and effect. The foregoing shall not affect the easements granted in the Plat and Dedication recorded on July 29, 2004 as Instrument No. 2004-100412 in the office of the Register of Deeds of Douglas County, Nebraska.

4. Approval of Plans. Declarant has reviewed the plans for the improvements to be constructed on Lot 1 prepared by Olsson Associates and Davis Design as received by Declarant on September 25, 2008 (including the site plan, exterior building elevations, signage with LED, engineering and other plans a part thereof) and hereby indicates its approval of the same and that any requirements set forth in Articles 8.2 and 8.4 are either waived or satisfied. Notwithstanding anything in Article VII of the Declaration to the contrary, Walgreens may alter any improvements on Lot 1 without the approval of Declarant, so long as such alterations, interior, exterior, or otherwise, are made using materials of quality similar to those reflected on the plans for the original construction of the improvements approved by Declarant and in full compliance with all laws, rules, orders, ordinances, regulations and requirements of law.

5. Maintenance. Walgreens shall be responsible, at its sole expense, for operating, maintaining, keeping in good repair and replacing all improvements and landscaping located on Lot 1 in good condition and in compliance with governmental laws, rules, regulations, orders and ordinances and the provisions of the Declaration.

6. Permitted Uses. Section 9.1 of the Declaration is hereby revised to delete the requirement that the use of Lot 1 must be approved by Declarant during the Period of Declarant Control, and thereafter by the Committee, provided the use of Lot 1 complies with all other requirements and/or restrictions set forth in the Declaration. Section 9.2.12 of the Declaration is hereby revised to permit the operation of a convenience store on Lot 1; provided, however, that in no event shall Lot 1 be used for the sale of gasoline, other petroleum products or for vehicle fueling using any other products, nor for a car washing facility.

7. Assessments. Notwithstanding anything in Article X of the Declaration to the contrary, in consideration of the owner of Lot 1 agreeing to maintain, repair and replacement all improvements and landscaping on Lot 1, the Assessment levied against Lot 1 by the Association shall be for solely for the maintenance, repair and replacement of the common access drive reflected on the Site Plan between Lot 2 and 3, Pine Creek Replat Two, which provides access to and from 156th and 157th Streets. Developer agrees to pay or cause others to pay the balance of Common Area Maintenance Expenses chargeable by Developer.

8. Enforcement. Walgreens, whether as a tenant or an Owner of Lot 1, shall have the right to enforce the remedies set forth in Section 14.2.

9. Notices. Any notice to be given or to be served upon Walgreens under the Declaration shall be delivered to the following address:

Walgreen Co.
104 Wilmot Road, MS #1420
Deerfield, Illinois 60015
Attn: Real Estate Law Department, Store #12116

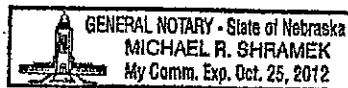
IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements as of the day and year set forth above.

PINE CREEK DEVELOPMENT, L.L.C.,
a Nebraska limited liability company

By: [Signature]
Name: John T. Spawstat
Title: Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15 day of January 2009 by John T. Spawstat, partner of Pine Creek Development, L.L.C., a Nebraska limited liability company, on behalf of such limited liability company.



[Signature]
Notary Public