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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
ANCHOR POINTE, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS FIRST AMENDMENT TO DECLARATION ("First Amendment"), made on the date hereinafter set forth, is made by ANCHOR POINTE DEVELOPMENT, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant", for the purpose of amending the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ANCHOR POINTE, A SUBDIVISION, IN DOUGLAS COUNTY, NEBRASKA dated as of September 12, 2016 and recorded on September 15, 2016 in the Office of the Register of Deeds for Douglas County, Nebraska, as Instrument No. 2016076277, and the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ANCHOR POINTE, A SUBDIVISION, IN DOUGLAS COUNTY, NEBRASKA (Phase II) dated as of March 7, 2018 and recorded on March 9, 2018 in the Office of the Register of Deeds for Douglas County, Nebraska, as Instrument No. 2018018086 (collectively the "Declaration").

1. Capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Declaration.

2. For the purposes of the Declaration, the term "Improved Lot" shall mean and refer to a single-family residential Lot with a residential home constructed thereon.

3. Article II, Section 4 of the Declaration shall be amended to include the following provision:

K. The Declarant is currently the lawful owner of Lot 1, Anchor Pointe Replat One, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska. The Declarant is contemplating the construction of a swimming pool, bathhouse and related improvements on Lot 1, Anchor Pointe Replat One, which lot and improvements shall be known and referred to herein as "Anchor Pointe Pool". In addition, the Declarant intends to construct a private trail system and "pocket parks" within the Anchor Pointe Subdivision, which shall collectively be known and referred to herein as the "Anchor Pointe Trail System". Immediately following the construction of the Anchor Pointe Pool and the Anchor Pointe Trail System, the Declarant intends to convey and transfer the Anchor Pointe Pool and the Anchor Pointe Trail System to the Association, and the Association shall become the owner of the Anchor Pointe Pool and Anchor Pointe Trail System. As part of that transfer and conveyance, the Association shall obtain a new loan or assume any existing loan to acquire the Anchor Pointe Pool and Anchor Pointe Trail System from the Declarant. The purpose of the Anchor Pointe Pool and Anchor Pointe Trail System is to provide a Common Facility as defined in the Declaration, consisting of the swimming pool, bath

house, and other recreational facilities, private trail systems and "pocket parks", for the Owners of the Improved Lots and their families and guests (and the Owners of Improved Lots and their families and guests of all additional phases of the Anchor Pointe Subdivision). Each Owner of an Improved Lot within the Anchor Pointe subdivision shall be a member of and allowed to use the Anchor Pointe Pool and Anchor Pointe Trail Systems. Each Owner of an Improved Lot shall pay monthly membership dues in order to belong to the Anchor Pointe Pool and utilize the Anchor Pointe Trail System ("Anchor Pointe Recreational Dues"). The monthly membership for the Anchor Pointe Pool shall be paid by the Owner of an Improved Lot as part of the annual dues and assessments charged by the Association under the Declaration. The Association shall then segregate that portion of the annual dues and assessments allocated to the Anchor Pointe Recreational Dues and deliver the same to Declarant no less than a quarterly basis, provided, however, that the Association hereby assigns the Anchor Pointe Recreational Dues, any account into which Anchor Pointe Recreational Dues are deposited, and the Association's right, power and authority to declare, levy, collect and enforce the Anchor Pointe Recreational Dues, to Declarant's lender (the "Anchor Pointe Recreational Dues Assignment"), to secure any loan(s), including any and all extensions, modifications, renewals or refinancings thereof, or substitutions therefor, from Declarant's lender to the Association (the "Anchor Pointe Indebtedness") to finance the construction of the Anchor Pointe Pool and/or Anchor Pointe Trail System. The Anchor Pointe Recreational Pool Dues Assignment shall be a present, absolute, effective, irrevocable and complete assignment of the Association's right and power under this Declaration to declare, levy, collect and enforce the Anchor Pointe Recreational Dues. The Anchor Pointe Recreational Dues Assignment shall remain in effect until the Anchor Pointe Indebtedness is paid in full. The lender shall, by separate instrument, grant the Association a revocable license to declare, levy, collect and enforce the Anchor Pointe Recreational Dues (the "Collection License"). The Collection License shall terminate upon the lender's delivery of a written notice to the Association that one or both of the following has occurred: (i) an event of default with respect to Anchor Pointe Indebtedness, or (ii) the Association has failed to declare, levy or collect sufficient Anchor Pointe Recreational Dues to service Anchor Pointe Indebtedness in accordance with the terms of such indebtedness. Upon the termination of the Collection License, and without any further action of any of the Declarant, the Association or the Association's Board of Directors, the lender (or its designee) shall be authorized, but not obligated, to levy, collect, or pursue any lawful remedy to enforce the collection of, the Anchor Pointe Recreational Dues from any Owner. The Anchor Pointe Recreational Dues shall be utilized to construct, maintain, operate and pay for the Anchor Pointe Pool, Anchor Pointe Trail Systems and service Anchor Pointe Indebtedness. The initial monthly Anchor Pointe Recreational Dues shall be set by the Association's Board of Directors at the first regular meeting of the Association following the earliest to occur of (x) the date that the Anchor Pointe Pool is completed and a Certificate of Occupancy is issued, or (y) the date that the Anchor Pointe Trail System is completed, or (z) the Association has borrowed all or part of the Anchor Pointe Indebtedness from its lender. Thereafter, the Association's Board of Directors shall set the Anchor Pointe Recreational Dues on an annual basis, subject to its Bylaws and the rights of any lender under the Anchor Pointe Recreational Dues Assignment. The Anchor Pointe Recreational Dues are included in the annual assessments of the Association. In the event the Owner of an Improved Lot fails to pay his or her Anchor Pointe Recreational Dues, the Declarant, the Association and, during such time as the Anchor Pointe Recreational Dues Assignment remains in effect, the lender shall have the authority and power to enforce the collection of the Anchor Pointe Recreational Dues pursuant to these covenants. Further, in the event of such nonpayment, the Association and/or the Declarant shall also have the right to not permit the Owner the use of the Anchor Pointe Pool and/or Anchor Pointe Trail System during the period when such Anchor Pointe Recreational Dues are delinquent. The Declarant shall also have the right to establish, change, amend or revise Rules and Regulations for the operation and use of the Anchor Pointe Pool and Anchor Pointe Trail System, which Rules and Regulations shall be in writing and provided to the Owner of an Improved Lot. Each Owner of an Improved Lot shall execute a

statement acknowledging the receipt, review and acceptance of such Rules and Regulations, which receipt must be on file with the Association in order for such Owners of Improved Lots and their families and guests (and the Owners of Improved Lots and their families and guests of any additional phase of the Anchor Pointe Subdivision).

Notwithstanding the foregoing, nothing contained herein shall be deemed to limit any right or remedy of any lender against any party under any document or instrument evidencing or securing Anchor Pointe Pool Indebtedness, and lender's rights under Anchor Pointe Recreational Dues Assignment shall impose no obligation on the part of lender to perform any obligation of the Association or Declarant under this Declaration or the Bylaws of the Association. The Association and Declarant hereby irrevocably agree to defend, indemnify and hold lender harmless from any and all liability, loss or damage which lender may incur as a result of Anchor Pointe Recreational Dues Assignment or Anchor Pointe Pool or Anchor Pointe Trail System. Further, lender's rights under Anchor Pointe Recreational Dues Assignment shall be without regard for the adequacy of the security of Anchor Pointe Indebtedness, the commission or waste or the solvency of the Association or Declarant, and with or without bringing any action or proceeding, by receiver or trustee to be appointed by a court, to enter upon, take possession of, maintain, manage and operate the Anchor Pointe Pool and/or Anchor Pointe Trail System.

Article II, Section 10 of the Declaration is hereby amended to insert Subsection C:

C. Assigning, in full or in part (i) the Association's right, power and authority to declare, levy, collect and enforce assessments or otherwise exercise any powers or perform any acts or obligations on behalf of the Association with respect to declaring, levying, collecting or enforcing assessments, including, without limitation, the power to exercise any remedy to collect assessments, and (ii) proceeds derived from or collected pursuant to the Association's assessment power.

4. Article II, Section 10 of the Declaration is hereby amended to insert Subsection D:

D. From time to time, but no less than annually, determine, declare, levy and take all necessary steps to collect or enforce the collection of such dues and assessments as are necessary (i) to fulfill the Association's obligations under Article II, Section K hereinabove, and (ii) to service Anchor Pointe Pool Indebtedness.

5. Article II, Section 11 of the Declaration is hereby amended to insert the following:

The Association may levy special assessments from time to time against an Improved Lot for the purpose of meeting the requirements of Article II herein for the costs of any construction, reconstruction, repair or replacement of capital improvements on or within the Common Facility, provided that, except for those pertaining to Anchor Pointe Pool, any such assessment or expenditures for capital improvements shall require the prior consent of (i) Declarant (unless Declarant has terminated its status as provided in Article IV, Section 3 of the Declaration, then such appointee as therein provided), (ii) lender, its successors and/or assigns (but only during any such time as any portion of Anchor Pointe Pool Indebtedness remains outstanding), and (iii) two-thirds (2/3) of the votes of each class of membership, who shall vote in person or by proxy at a meeting duly called for such purpose.

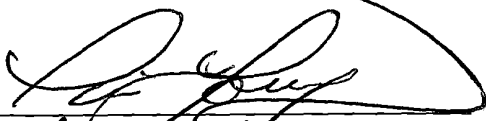
6. This First Amendment to Declaration shall be recorded and indexed against all of the following legally described Lots within Anchor Pointe Subdivision:

Lots 1 through 215, inclusive, ~~Lots 216 through 302, inclusive~~ ^{BSW} all in Anchor Pointe, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

Lots 1 through 40, inclusive, all in Anchor Pointe Villas, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 4th day of April, 2019.

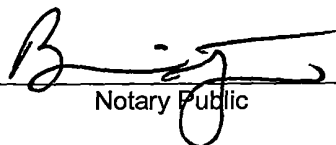
ANCHOR POINTE DEVELOPMENT, LLC, a Nebraska limited liability company,

By: 
Its: Admin member

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 4th day of April, 2019, by Jim W. Young, known to me to be the Admin member of ANCHOR POINTE DEVELOPMENT, LLC, a Nebraska limited liability company, for and on behalf of the limited liability company.




Notary Public