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FILED SARPY CO. NE.
INSTRUMENT NUMBER
2006-17152
2006 MAY 24 P 1:49

Glenn J. Dowling
REGISTER OF DEEDS

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**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR SOUTHPORT WEST SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ("Amendment") is made effective on this 17th day of May, 2006, by HERITAGE-WESTWOOD LA VISTA, LLC, a Delaware limited liability company ("HWLV") or ("Declarant"), as successor in interest to Southport West Partners, LLC, a Nebraska limited liability company ("Southport Partners"), the principal landowner ("Declarant").

RECITALS:

A. Southport Partners was the Declarant of that certain Declaration of Covenants, Conditions, Restrictions and Easements For Southport West Subdivision effective June 7, 2005 and recorded with the Sarpy County Register of Deeds July 5, 2005 as Instrument Number 2005-22478 ("Declaration"), and is the owner of certain real property situated in Sarpy County, Nebraska, legally described as follows to wit:

Lots 4, 15, 16 and 27, all in Southport West, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska (referred to as "Southport Partners' Property");

B. On November 30, 2005, Southport Partners sold certain real property to HWLV and as a result HWLV is now the owner of certain real property situated in Sarpy County, Nebraska, legally described as follows, to-wit:

A

Lots 5 through 14, inclusive, and lots 19 through 26, inclusive, all in Southport West, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska (referred to as "Heritage-Westwood La Vista Property");

C. Effective as of January 23, 2006 Lots 5 through 14 inclusive in Southport West, a subdivision, were re-subdivided and replatted and are now known as Lots 1,2 and 3, inclusive, Southport West Replat One, a subdivision in Sarpy County, Nebraska.

D. Pursuant to that certain Assignment of Rights as Declarant under Declaration of Covenants, Conditions, Restrictions and Easements for Southport West Subdivision dated as of even date herewith, Southport Partners assigned all of its rights, powers, duties and reservations as Declarant under the Declaration to HWLV and HWLV assumed all rights, powers and duties of Declarant under the Declaration. By virtue of such assignment HWLV has succeeded Southport Partners as Declarant.

Southport Partners hereby consents and agrees to the terms hereof, and authorizes the Declarant to record this Amendment against the Southport Partners' Property.

E. SPW Partners, LLC, a Nebraska limited liability company ("SPW LLC") is the owner of certain real property in Sarpy County, Nebraska, legally described as follows, to wit:

Lots 1 through 3, inclusive, all in Southport West, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska (referred to as the "SPW LLC Property"),

The SPW LLC Property was previously owned by Millard Lumber, Inc. SPW LLC hereby consents and agrees to the terms hereof, and authorizes Declarant to record the Amendment against the SPW LLC Property.

F. John Q. Hammons Trustee of the John Q. Hammons Revocable Trust dated December 28, 1989, as amended and restated, is the owner of certain real property situated in Sarpy County, Nebraska, legally described as follows, to-wit:

Lots 17 and 18, Southport West, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska (referred to as the "Hammons Property");

Pursuant to Section 13.2 of the Declaration, Declarant has the right to record this Amendment against the Hammons Property.

G. The City of LaVista ("City") is the owner, or is in the process of acquiring from HWLV, title to certain real property situated in Sarpy County, Nebraska, legally described as follows, to-wit, and is hereby made a party to this Agreement:

Lot 2, Southport West Replat One, a subdivision in Sarpy County, Nebraska. (referred to as the "City Property");

B

and hereby consents and agrees to the terms hereof and authorizes the Declarant to record this Amendment against the City Property.

H. Cabela's Retail, Inc. ("Cabela's") is the owner, or is in the process of acquiring from HWLV, title to certain real property situated in Sarpy County, Nebraska, legally described as follows, to-wit, and is hereby made a party to this Agreement:

Lot 1, Southport West Replat One, a subdivision in Sarpy County, Nebraska.
(referred to as the "Cabela's Property");

and hereby consents and agrees to the terms hereof, and authorizes the Declarant to record this Amendment against the Cabela's Property.

I. The parties to the Declaration, the City and Cabela's desire to amend the Declaration in certain respects.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows, and this Amendment shall run with the equitable and legal title to the land and shall be for the benefit or burden, as the case may be, of the Owners and Occupants of the Property (all as defined in the Declaration) or any portion thereof within Southport West (as defined in the Declaration), their respective heirs, legal representatives, successors and assigns, and any mortgagees.

1. All capitalized terms not defined herein shall have the meanings given to them in the Declaration.

2. The City Property will be developed and improved as a public parking lot for the benefit of the Owners, Occupants, employees, customers, visitors, business invitees and other users of Southport West. Notwithstanding anything to the contrary in Section 9.2.3. or Section 14.1.3. of the Declaration, public parking shall be allowed on the City Property, and Owners, Occupants, employees, customers, visitors or business invitees of an Owner or Occupant shall be entitled to use the City Property for parking purposes. In addition, notwithstanding Section 1.11 of the Declaration to the contrary, for so long as the City Property is owned by the City and is used for public parking purposes, the City Property shall be deemed to be Exempt Property (but shall not be considered to be Common Area). In the event of a sale or transfer of the City Property by the City, the City Property will no longer be deemed to be Exempt Property.

3. The use of the City Property shall be limited solely for the purpose of general public parking of passenger vehicles and for no other use. For illustration purposes, and not by way of limitation, no commercial trucks, snow removal equipment, municipal vehicles, buses (other than charter buses transporting customers to or from Southport West), street repair vehicles or equipment, or similar commercial vehicles shall be permitted to be parked on the City Property except in connection with work being performed at Southport West.

C

4. For so long as the Cabela's Property is owned by Cabela's Retail, Inc., the use of the Cabela's Lot shall be limited solely to the development and operation of a Cabela's retail store.

5. No property in Southport West may be used for the purpose of engaging in a Competing Use with the Cabela's retail store for so long as Cabela's, or its successors or assigns, is operating a sporting goods retail store on the Cabela's property. A "Competing Use" shall be defined as any retail establishment (other than a Cabela's store) which devotes more than ten percent (10%) of its retail selling space (but in no event more than 7,500 square feet of retail selling space in the case of Big Box Stores, as hereinafter defined, or 5,000 square feet of retail selling space in the case of non-Big Box Stores), or utilizes any temporary kiosk or tent sale, for the purpose of selling any one or any combination of the following product categories: (x) hunting products including, but not limited to, such items as firearms, handguns, ammunition, optics, hunting apparel, hunting footwear, ATV and SUV accessories, and hunting accessories; (y) fishing products including, but not limited to, such items as rods, reels, waders, fishing lures, fishing footwear, marine products, boats, boat motors, fishing electronics, and fishing accessories; and (z) camping products including, but not limited to, such items as tents, sleeping bags, camping cookware, hiking footwear (but excluding from this prohibition any shoe store, or other retail establishment having a shoe department selling multiple lines of general purpose footwear that may include hiking footwear), and related camping accessories. For the purposes of this Declaration, the term "Big Box Store" shall mean a general lines discount retail store or a department store with a net useable area in excess of seventy-five thousand (75,000) square feet, but specifically excluding any Wal-Mart Store.

6. The Owners of the Lots shall pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied and assessed against their respective Lots. Notwithstanding anything to the contrary contained in the Declaration, this Amendment, or in any other Agreement, document, instrument, or ordinance executed or enacted in connection with the Southport West development project, LaVista covenants and agrees that for such period that is the greater of (i) such time that LaVista has a bond issue outstanding related to its acquisition and improvement of the Parking Lot, or (ii) twenty (20) years (such period referred to as the "Assessment Abatement Period"), LaVista shall not levy any special assessment against any other lots or property located within Southport West for the costs of acquisition, development, construction and maintenance of the parking lot improvements to be constructed on the Parking Lot. After expiration of the Assessment Abatement Period, LaVista shall have the right to levy special assessments against the other lots located within Southport West for the costs of maintenance (but not for the costs of acquisition, development or construction) of the improvements constructed on the Parking Lot.

7. Notwithstanding anything to the contrary contained in Section 9.2.11 of the Declaration, Cabela's shall be permitted to sell ATVs, boats and boat motors at the Cabela's retail store.

8. Notwithstanding anything to the contrary in the Declaration, until such time as the Declarant organizes the Association, all rights, powers and duties of the Association under the Declaration shall be vested in the Declarant.

D

9. Exhibit B to the Declaration is hereby amended in its entirety and replaced with Exhibit B attached hereto.

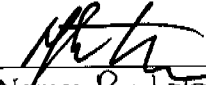
10. Except for the amendments set forth herein, the Declaration is and remains in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Southport West Subdivision as of the day and year first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Cabela's Retail, Inc., a Nebraska corporation

By:


Name: Ralph Castner
Its: Secretary/Treasurer

REVIEWED/APPROVED
CABELA'S LEGAL DEPT. *JSK*

E
SOUTHPORT WEST PARTNERS, LLC, a
Nebraska limited liability company

By:

Name: _____
Its: _____

HERITAGE-WESTWOOD LA VISTA, LLC,
a Delaware limited liability company

By:

Name: _____
Its: _____

SPW PARTNERS, LLC, a Nebraska limited
liability company

By:

Name: _____
Its: _____

THE CITY OF LA VISTA, NEBRASKA, a
municipal corporation

By:

Name: _____
Title: _____

Cabela's Retail, Inc., a Nebraska corporation

By: _____

Name: _____

Its: _____

SOUTHPORT WEST PARTNERS, LLC, a
Nebraska limited liability company

By: _____

Name: Dean Hokanson

Its: Managing Member

HERITAGE-WESTWOOD LA VISTA, LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

SPW PARTNERS, LLC, a Nebraska limited
liability company

By: _____

Name: Dean Hokanson

Its: Managing Member

THE CITY OF LA VISTA, NEBRASKA, a
municipal corporation

By: _____

Name: _____

Title: _____

6

Cabela's Retail, Inc., a Nebraska corporation

By: _____

Name: _____

Its: _____

SOUTHPORT WEST PARTNERS, LLC, a
Nebraska limited liability company

By: _____

Name: _____

Its: _____

HERITAGE-WESTWOOD LA VISTA, LLC,
a Delaware limited liability company

By: _____

Michael J. Bowen
Name: Michael J. Bowen
Its: Manager

SPW PARTNERS, LLC, a Nebraska limited
liability company

By: _____

Name: _____

Its: _____

THE CITY OF LA VISTA, NEBRASKA, a
municipal corporation

By: _____

Name: _____

Title: _____

Cabela's Retail, Inc., a Nebraska corporation

By: _____

Name: _____

Its: _____

SOUTHPORT WEST PARTNERS, LLC, a
Nebraska limited liability company

By: _____

Name: _____

Its: _____

HERITAGE-WESTWOOD LA VISTA, LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

SPW PARTNERS, LLC, a Nebraska limited
liability company

By: _____

Name: _____

Its: _____

THE CITY OF LA VISTA, NEBRASKA, a
municipal corporation

By: _____

Name: Douglas Kindig

Title: Mayor

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

Before me, the undersigned Notary Public in and for said county and state, appeared Dean Hokanson, managing member of Southport West Partners, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 17th day of May, 2006.

Kristie H. McKernan
Notary Public



STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned Notary Public in and for said county and state, appeared _____ of Heritage-Westwood La Vista, LLC, a Delaware limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this _____ day of _____, 2006.

Notary Public

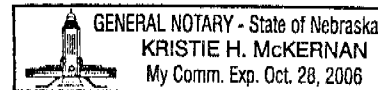
K

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

Before me, the undersigned Notary Public in and for said county and state, appeared Dean Hokanson, the managing member of SPW Partners, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 17th day of May, 2006.

Kristie H. McKernan
Notary Public



STATE OF)
) ss.
COUNTY OF)

Before me, the undersigned Notary Public in and for said county and state, appeared _____ of The City of _____, _____, Nebraska, a municipal corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notarial Seal this _____ day of _____, 2006.

Notary Public

STATE OF)
) ss.
COUNTY OF)

Before me, the undersigned Notary Public in and for said county and state, appeared _____ of Southport West Partners, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said limited liability company.

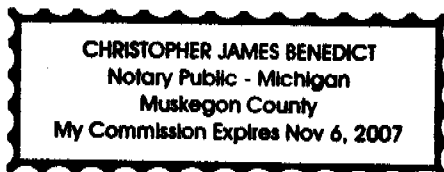
WITNESS my hand and Notarial Seal this _____ day of _____, 2006.

Notary Public

STATE OF Michigan)
) ss.
COUNTY OF Muskegon)

Before me, the undersigned Notary Public in and for said county and state, appeared Michael S. Berman, Muskegon Member of Heritage-Westwood La Vista, LLC, a Delaware limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 18 day of May, 2006.



Christopher James Benedict
Notary Public

M

STATE OF)
) ss.
COUNTY OF)

Before me, the undersigned Notary Public in and for said county and state, appeared _____, the _____ of SPW Partners, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said limited liability company.

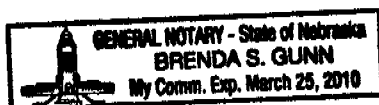
WITNESS my hand and Notarial Seal this _____ day of _____, 2006.

Notary Public

STATE OF)
) ss.
COUNTY OF)

Before me, the undersigned Notary Public in and for said county and state, appeared Douglas Kindig, Mayor of The City of La Vista, Nebraska, a municipal corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notarial Seal this 15th day of May, 2006.



Brenda S. Gunn
Notary Public

N

REVISED EXHIBIT B**ASSOCIATION MEMBERSHIP**

<u>Lot</u>	<u>Net Acres</u>	<u>Number of Memberships</u>	<u>Percentage</u>
1	27.761	28	20.22%
2	2.281	2	1.66%
3	2.106	2	1.53%
4	8.847	9	6.44%
15	6.612	7	4.81%
16	2.389	2	1.74%
17	2.846	3	2.07%
18	15.882	16	11.57%
19	0.818	1	0.60%
20	0.806	1	0.60%
21	1.068	1	0.77%
22	1.200	1	0.87%
23	1.019	1	0.74%
24	0.854	1	0.62%
25	0.877	1	0.64%
26	0.890	1	0.65%
27	18.673	19	13.60%
Lot 1, SPW Replat One	10.304	10	7.50%

2006-171520

<u>Lot</u>	<u>Net Acres</u>	<u>Number of Memberships</u>	<u>Percentage</u>
Lot 2, SPW Replat One	11.590	12	8.44%
Lot 3, SPW Replat One	20.502	21	14.93%
Totals	<u>137.325</u>	<u>195</u>	<u>100%</u>