

190-5017
This instrument after recording
to be returned to:

Daniel B. Kinnamon
Erickson & Sederstrom, P.C.
Regency Westpointe
10330 Regency Parkway Drive
Omaha, NE 68114

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**AMENDMENT NO. 2 TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

This Amendment No. 2 to Declaration of Covenants, Conditions and Restrictions
is made this 30th day of June, 1997 by THC, Inc., a Nebraska nonprofit corporation.

RECITALS:

This Amendment is made with respect to the following facts:

A. That certain Declaration of Covenants, Conditions and Restrictions dated as of December 12, 1994 and recorded on December 13, 1994 in Book 1136 at Page 1 of the Miscellaneous Records of the Office of the Register of Deeds of Douglas County, Nebraska (the "Declaration") pertaining to the real property described on Exhibit "A" attached hereto, provides in Section 13 that the provisions of the Declaration may be amended by an instrument in writing signed by the "Owner" or "Owners" (as defined in the Declaration) holding not less than ninety percent (90%) of the votes relative to the general business and affairs of the "Association" (as defined in the Declaration).

B. Section 15.8 of the Declaration permits the Developer, THC, Inc., to bring additional real property within the scheme of the Declaration by recording an Amendment to the Declaration in the Office of the Register of Deeds of Douglas County, Nebraska. THC, Inc. as Developer and Owner holds one hundred percent (100%) of the votes of the Association and desires to subject additional real property to the provisions of the Declaration and make certain other revisions and modifications to the Declaration and in accordance therewith hereby amends the Declaration in the manner hereinafter set forth.

C. The Declaration was amended by Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions dated July 18, 1996, and recorded on July 22, 1996 in Book 1182 at Page 617 of the Miscellaneous Records of the Office of the Register of Deeds of Douglas County, Nebraska. All references herein to the Declaration shall mean the Declaration as amended by Amendment No. 1.

AMENDMENT

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 1.22 of the Declaration is hereby amended by deleting in its entirety the existing Section 1.22 and inserting in lieu thereof the following Section 1.22 to read as follows:

1.22 "Parcels" means any two or more of Lots 1 through 41, inclusive, and Lots 43 through 58, inclusive, in Lakeside Hills, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and "Parcel" means any one of such Parcels. If any Parcel is hereafter lawfully subdivided, by administrative lot split, lot line adjustment, lot combination, or otherwise, the Owner of the affected Parcel shall record an instrument, which shall serve as an amendment to this Declaration, with copies attached thereto of the Land Surveyor's Certificates or Replat (in the event of a replatting approved by the Omaha City Council) recorded in the Records showing such subdivision. The Owner of the affected Parcel shall also give notice to the Association of the foregoing with a copy of the instrument recorded in the Records. The definition of any such subdivided Parcel for purposes of the Declaration shall be amended to either include or delete, as the case may be, the land added to or taken from such Parcel as a result of such subdivision.

2. Section 1.27 of the Declaration is hereby amended by deleting in its entirety the existing Section 1.27 and inserting in lieu thereof the following Section 1.27 to read as follows:

1.27 "Property" means all of the real property described as Lots 1 through 58, inclusive, and Outlots 1 through 7, inclusive, in Lakeside Hills, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, together with all Improvements constructed or to be constructed thereon, and appurtenances thereto and any real property hereafter added to this Declaration by amendment.

3. Section 4.1 of the Declaration is hereby amended by adding the following paragraphs immediately at the end of the existing Section 4.1 which shall read as follows:

Excepting for the public sidewalks installed along 168th Street and along West Center Road, and except for the public sidewalks/pathways installed by Developer as provided in Section 5.3, each Owner, at all times, shall be solely responsible, at the Owner's expense, for constructing and installing sidewalks of concrete six feet (6') wide and otherwise meeting City of Omaha standards and specifications along any portion of the Owner's Parcel abutting any public or private street. The sidewalks shall be placed

six feet (6') back of the street curb line except, where necessitated by the width of the street right-of-way and/or existing sidewalk easements, the placement of the sidewalks may be reduced, with the approval of the Association, to a minimum of four feet (4') back of the street curb line. All sidewalks required to be constructed by each Owner shall be constructed on or prior to the time of the final completion of the Owners Improvements on the Owner's Parcel and shall at all times be available for the perpetual use and enjoyment of the Owners, Occupants and members of the general public for pedestrian use and passage thereon.

Except for the sidewalks/pathways required to be repaired, maintained and replaced by the Association as provided in Section 5.3, each Owner, at all times, shall be solely responsible, at such Owner's expense, for perpetually repairing, maintaining, and replacing the sidewalks (public or private) installed along or abutting any portion of the Owner's Parcel.

Each Owner, at all times, shall be solely responsible, at its expense, for constructing, installing, repairing, maintaining, operating and replacing an underground irrigation system on each Owner's Parcel for the purpose of irrigating all trees, grasses, landscaping and other plant materials up to each of the property boundaries of the Owner's Parcel and where any Owner's Parcel abuts any public or private street right-of-way up to and including the curb line of each such public or private street right-of-way abutting the Owner's Parcel.

4. Section 5 of the Declaration is hereby amended by adding the following subsection 5.3 immediately following the existing subsection 5.2 which new subsection 5.3 shall read as follows:

5.3 Landscape and Pathway Easements. Developer in the Plat has granted and created a permanent ten foot (10') sidewalk easement in favor of the Association over, upon, along, in and across the Southerly ten feet (10') of Lot 57, Lakeside Hills, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska and a permanent seventy-five foot (75') landscape and pathway easement in favor of the Association over, upon, along, in and across the Northerly seventy-five feet (75') of Lots 22 through 36, inclusive, and Lot 39, Lakeside Hills, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska which permanent easements are hereby ratified and confirmed in all respects. Developer, being the Owner of Lot 27, Lakeside Hills, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska hereby grants, conveys and confirms to the Association a permanent easement for the installation, construction, maintenance, repairing, replacing, renewing and preserving of a sidewalk/pathway, landscaping, plant materials and trees over the West twenty feet (20') of the East forty feet (40') EXCEPT the North seventy-five

feet (75') of Lot 27, Lakeside Hills, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. All of the foregoing referenced sidewalk, pathway and landscaping easements are referred to collectively herein as "Landscape and Pathway Easements". The Landscape and Pathway Easements are granted and created for the perpetual use and enjoyment of the Owners, Occupants and members of the general public for pedestrian use and passage within such easement areas in a manner, at the times and on the conditions prescribed by the rules and regulations of the Association. The initial sidewalk/pathway within the easement areas shall be constructed of concrete ten feet (10') wide and five inches (5") thick at the sole cost and expense of Developer. The initial landscaping, trees and plant materials shall be constructed and installed within such easement areas at the sole cost and expense of Developer. After the initial construction and installation of the sidewalk/pathway, landscaping, trees and plant materials within the Landscape and Pathway Easements, Developer shall have no continuing liability or obligation of any kind for any repairs, maintenance, operation, replacement, preservation or restoration of the Landscape and Pathway Easements, all of which shall be the continuing obligation and liability of the Association which shall be required to perpetually operate, manage, control, maintain, repair, replace, renew and preserve the Landscape and Pathway Easements for the benefit of the Owners, Occupants and members of the general public.

The Owners of any Parcels affected by the Landscape and Pathway Easements shall allow the Developer and the Association, and their respective employees, contractors, agents, licensees, transferees, successors and assigns, reasonable access at all times to and from the Landscape and Pathway Easements for the purposes of creating, constructing, installing, maintaining, repairing, replacing, renewing and preserving any such sidewalks/pathways, landscaping, plant materials, and trees constructed and installed within the Landscape and Pathway Easements.

Notwithstanding anything contained herein to the contrary, it shall be the sole obligation of each Owner of the Parcel on which the Landscape and Pathway Easements are situated, to install and at all times repair, maintain and operate an underground irrigation system, at its sole cost and expense, within the area of the Landscape and Pathway Easements affecting such Owner's Parcel to irrigate any landscaping, plant materials and trees installed therein, at any time, by Developer and/or the Association.

The easements and covenants granted herein and in the Plat shall each run with the Parcels perpetually and shall inure to the benefit of and be binding upon the Declarant, the Association, the Owners of the Parcels and

each of their respective heirs, personal representatives, successors, transferees and assigns.

No waiver of any breach of any of the easements, covenants or agreements contained in this Declaration shall be construed as to constitute a waiver of any other breach or a waiver, acquiescence or consent to any further or succeeding breach of the same or any other easement, covenant or agreement.

5. The Owners of Lots 1, 40, 41, 43 and 58, Lakeside Hills, a subdivision as surveyed, platted and recorded, in Douglas County, Nebraska have consented to, approved, confirmed and ratified this Amendment No. 2, and the easements and covenants granted and conveyed herein, such consents being attached hereto as Exhibits "B", "C", "D" and "E" and made a part hereof.

6. Except to the extent amended hereby, the Declaration as amended by Amendment No. 1 shall remain unmodified and shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment No. 2 as of the date first above written.

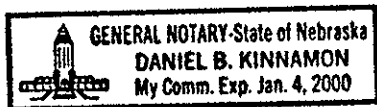
THC, Inc., a Nebraska nonprofit corporation

By: Joseph P. Laferla
Joseph P. Laferla, Its President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 30th day of June, 1997, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came Joseph P. Laferla, President of THC, Inc., a Nebraska nonprofit corporation, who is personally known to me to be the identical person whose name is affixed to the above instrument in the capacity stated, and he acknowledged the said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation.

WITNESS my hand and official seal at Omaha, in said county and state, the date aforesaid.



Daniel B. Kinnamon
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 through 58, inclusive, Lakeside Hills, as surveyed, platted and recorded in Douglas County, Nebraska.

Outlots 1 through 7, inclusive, Lakeside Hills, as surveyed, platted and recorded in Douglas County, Nebraska.

EXHIBIT "B"

**CONSENT TO, APPROVAL & CONFIRMATION
OF AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned ALEGENT HEALTH, a Nebraska nonprofit corporation formerly known as Community Health Vision, Inc., being the owner of Lot 1, Lakeside Hills, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska does hereby consent to, approve, ratify and confirm in all respects the terms, covenants and provisions of Amendment No. 2 to Declaration of Covenants, Conditions and Restrictions, including but not limited to the covenants in Section 4.1 to the same effect as if the undersigned had executed the Amendment.

ALEGENT HEALTH, a Nebraska nonprofit corporation, f/k/a Community Health Vision, Inc.

By: Charles J. Marr
Charles J. Marr, Chief Executive Officer

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 19 day of August, 1997, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came Charles J. Marr, Chief Executive Officer of Alegent Health, a Nebraska nonprofit corporation, f/k/a Community Health Vision, Inc., who is personally known to me to be the identical person whose name is affixed to the above instrument in the capacity stated, and he acknowledged the said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation.

WITNESS my hand and official seal at Omaha, in said county and state, the date aforesaid.

Nancy J. Case
Notary Public

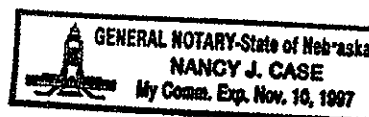


EXHIBIT "C"

**CONSENT TO, APPROVAL & CONFIRMATION
OF AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Sanitary and Improvement District No. 381 of Douglas County, Nebraska, a political subdivision of the State of Nebraska being the owner of Lot 40, Lakeside Hills, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska does hereby consent to, approve, ratify and confirm in all respects the terms, covenants and provisions of Amendment No. 2 to Declaration of Covenants, Conditions and Restrictions, including but not limited to the covenants in Section 4.1 to the same effect as if the undersigned had executed the Amendment.

SANITARY & IMPROVEMENT DISTRICT NO.
381 OF DOUGLAS COUNTY, NEBRASKA,
a political subdivision of the State
of Nebraska

By *Randal R. Korth*
Randal R. Korth, Chairman

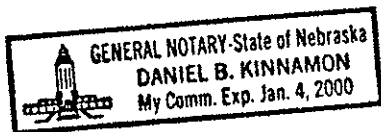
ATTEST:

Lowell D. Nelson
Lowell D. Nelson, Clerk

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 10th day of July 1997, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came Randal R. Korth, Chairman and Lowell D. Nelson, Clerk, Sanitary & Improvement District No. 381 of Douglas County, Nebraska, a political subdivision of the State of Nebraska, who are personally known to me to be the identical persons whose names are affixed to the above instrument in the capacity stated, and they acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

WITNESS my hand and official seal at Omaha, in said county and state, the date aforesaid.



Daniel B. Kinnamon
Notary Public

EXHIBIT "D"

**CONSENT TO, APPROVAL & CONFIRMATION
OF AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned IMMANUEL LAKESIDE RETIREMENT COMMUNITY, a Nebraska nonprofit corporation being the owner of Lot 41 and Lot 58, Lakeside Hills, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska does hereby consent to, approve, ratify and confirm in all respects the terms, covenants and provisions of Amendment No. 2 to Declaration of Covenants, Conditions and Restrictions, including but not limited to the covenants in Section 4.1 to the same effect as if the undersigned had executed the Amendment.

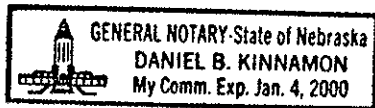
IMMANUEL LAKESIDE RETIREMENT
COMMUNITY, a Nebraska nonprofit corporation

By: Lowell D. Nelson
Lowell D. Nelson, Its President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 10th day of July, 1997, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came Lowell D. Nelson, President of Immanuel Lakeside Retirement Community, a Nebraska nonprofit corporation, who is personally known to me to be the identical person whose name is affixed to the above instrument in the capacity stated, and he acknowledged the said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation.

WITNESS my hand and official seal at Omaha, in said county and state, the date aforesaid.



Daniel B. Kinnamon
Notary Public

EXHIBIT "E"

**CONSENT TO, APPROVAL & CONFIRMATION
OF AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned MCV1L.L.C., a Nebraska limited liability company and V&R JOINT VENTURE, a Nebraska general partnership being the owners of Lot 43, Lakeside Hills, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska does hereby consent to, approve, ratify and confirm in all respects the terms, covenants and provisions of Amendment No. 2 to Declaration of Covenants, Conditions and Restrictions, including but not limited to the covenants in Section 4.1 to the same effect as if the undersigned had executed the Amendment.

MCV1L.L.C., a Nebraska limited
liability company

By: 

Milo P. Vacanti, Member

By: 

Charles J. Vacanti, Member

V&R JOINT VENTURE, a Nebraska general
partnership

By: V&R Company, a Nebraska general
partnership
Its General Partner

By: 

Charles J. Vacanti,
General Partner

By: 

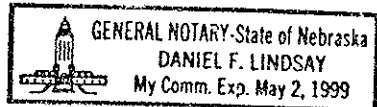
Milo P. Vacanti,
General Partner

By: Vacrand, Inc., a Nebraska
corporation

Its General Partner
 By: *Milo P. Vacanti*
 Milo P. Vacanti, its President

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

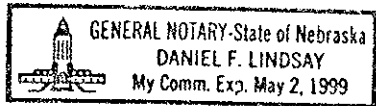
The foregoing instrument was acknowledged before me this 6 day of Oct, 1997, by Milo P. Vacanti, , and Charles J. Vacanti, each Members of MCV1, L.L.C., a Nebraska limited liability company, to me known to be the identical persons whose names are subscribed to the foregoing instrument and who executed this instrument on behalf of the limited liability company.



Daniel F. Lindsay
 Notary Public

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

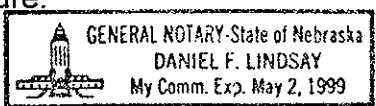
The foregoing instrument was acknowledged before me this 6 day of Oct, 1997, by MILO P. VACANTI and CHARLES J. VACANTI, each general partners of V&R COMPANY, a Nebraska general partnership, a General Partner of V&R Joint Venture for and on behalf of V&R Company as general partner and V&R Joint Venture.



Daniel F. Lindsay
 Notary Public

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6 day of Oct, 1997, by MILO P. VACANTI, President of VACRAND, INC., a Nebraska corporation, General Partner of V&R Joint Venture for and on behalf of the corporation and V&R Joint Venture.



Daniel F. Lindsay
 Notary Public