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FILED SARPY CO. NE
INSTRUMENT NUMBER
2009-32618

2009 OCT -8 A 8:40

Lloyd J. Dowding
REGISTER OF DEEDS



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
Steven J. Stastny, Deputy
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

A

AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS AND RESTRICTIONS (the "Amendment") is made and entered into as of the 1st day of October 2009 by and between VILLAGE DEVELOPMENT – 72ND & CORNHUSKER, LLC, a Nebraska limited liability company ("Village Development"), and PAPHILLION DEVELOPMENT SETTLER'S CREEK, LLC, a Nebraska limited liability company ("Developer").

RECITALS

WHEREAS, Developer is the owner in fee simple of that certain real property legally described as follows (the "Developer Property"):

Outlot A, Settlers Creek Replat 2, a Subdivision in Sarpy County, Nebraska; and

Lots 1, 2, 3, 4, 5, 6 and Outlot A, Settlers Creek Replat 3, a Subdivision in Sarpy County, Nebraska; and

WHEREAS, Village Development is the owner in fee simple of that certain real property legally described as follows (the "Village Development Property"):

Lot 2, Settlers Creek Replat 2, a Subdivision in Sarpy County, Nebraska; and

WHEREAS, the Developer Property and the Village Development Property are subject to the Declaration of Reciprocal Easements, Covenants and Restrictions dated July 28, 2008, recorded with the office of the Register of Deeds of Sarpy County, Nebraska, on August 14, 2008, as Instrument No. 2008-23219 (the "Agreement"); and

WHEREAS, Developer and Village Development desire to amend the Agreement to clarify any inconsistencies with respect to the description of the Shopping Center, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual promises and agreements set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Defined Terms. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such term(s) in the Agreement.

2. Shopping Center. Notwithstanding anything to the contrary in the Agreement, the legal description of the Shopping Center is as follows:

Lot 2 and Outlot A, Settlers Creek Replat 2, a Subdivision in Sarpy County, Nebraska; and

Lots 1, 2, 3, 4, 5, 6 and Outlot A, Settlers Creek Replat 3, a Subdivision in Sarpy County, Nebraska.

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B

3. Site Plan. Exhibit B to the Agreement is hereby deleted in its entirety and replaced with Exhibit B attached hereto and incorporated herein by this reference.

4. Full Force and Effect. Except as amended by this Amendment, the Agreement is and shall remain in full force and effect.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date first written above.

VILLAGE DEVELOPMENT:

**VILLAGE DEVELOPMENT –
72ND & CORNHUSKER, LLC,**
a Nebraska limited liability company

By: Tamas R. Allan
Tamas R. Allan, Manager

Date of Execution: 10.5.09

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

Now on this 5th day of October 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came TAMAS R. ALLAN, Manager of VILLAGE DEVELOPMENT – 72ND & CORNHUSKER, LLC, who is personally known to me to be the same person who executed the within instrument and who duly acknowledged the execution of the same to be his free act and deed on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year last above written.

Jennifer Strand
Notary Public

My Commission Expires: _____



C

DEVELOPER:

**PAPILLION DEVELOPMENT
SETTLER'S CREEK, LLC,**
a Nebraska limited liability company

By: RED Papillion Settler's Creek, LLC, a
Missouri limited liability company,
Its Manager

By: E&R Holdings, LLC,
an Arizona limited liability company,
Its Manager

By: *Michael L. Ebert*
Michael L. Ebert, Manager

Date of Execution: 10.1.09

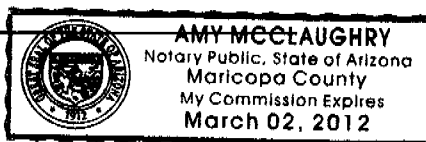
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

Now on this 1st day of October 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael L. Ebert, Manager of E&R Holdings, LLC, an Arizona limited liability company, which entity is the Manager of RED Papillion Settler's Creek, L.L.C., a Missouri limited liability company, which entity is the Manager of Papillion Development Settler's Creek, LLC, a Nebraska limited liability company, who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said entity, and who duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[Signature]
Notary Public

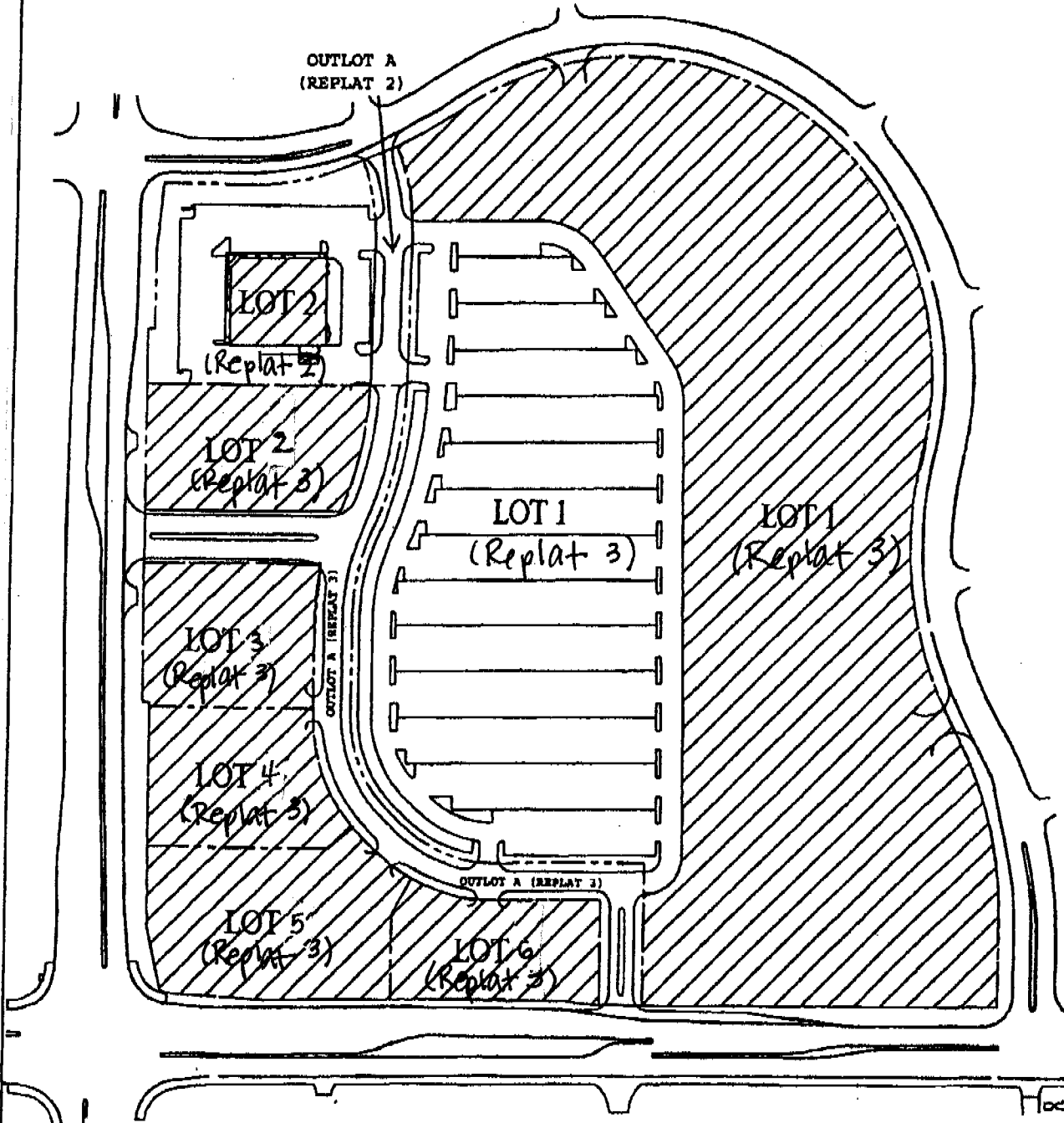
My Commission Expires: _____



2009-32618D

Ax

EXHIBIT B
SITE PLAN



RED

Project Designer:
RED

LEGEND



BUILDING AREAS

SETTLER'S CREEK

PAPILLION, NE

JUNE 24, 2008