



MISC 2013093052



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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 9/11/2013 14:09:08.48



2013093052

Space above reserved for recording information

After Recording, Return to:
 Larry A. Jobeun
 Fullenkamp, Doyle & Jobeun
 11440 West Center Road
 Omaha, NE 68144

**THIRD AMENDMENT TO JOINT DECLARATION
 OF RESTRICTIVE COVENANTS**

This THIRD AMENDMENT TO JOINT DECLARATION OF RESTRICTIVE COVENANTS (this “**Amendment**”) is made and entered into this 11th day of September, 2013, by and among Continental 159 Fund LLC, a Wisconsin limited liability company, 17070 Wright Plaza, LLC, a Nebraska limited liability company, The Shops of Legacy, L.L.C., a Nebraska limited liability company (“**Shops**”), Sammy’s, L.L.C., a Nebraska limited liability company (“**Sammy’s**”), SNH LTF Properties, LLC, a Maryland limited liability company (“**LTF**”), and Heritage at Legacy, LLC, a Nebraska limited liability company.

RECITALS:

WHEREAS, Legacy Development, LLC, an Iowa limited liability company, Shops and LTF entered into that certain Joint Declaration of Restrictive Covenants dated June 29, 2006, recorded with the Douglas County, Nebraska Register of Deeds on December 28, 2006 as Document No. 2006147091, as amended by that certain First Amendment to Joint Declaration of Restrictive Covenants dated February 24, 2012, recorded with the Douglas County, Nebraska Register of Deeds on February 24, 2012 as Document No. 2012017924, and as amended by that certain Second Amendment to Joint Declaration of Restrictive Covenants recorded with the Douglas County, Nebraska Register of Deeds on February 11, 2013 as Document No. 2013014115 (collectively, the “**Declaration**”);

WHEREAS, the Declaration was made in connection with the development of the real property legally described on Exhibit A attached hereto and by this reference made a part hereof (the “**Property**”). Such referenced lots are herein referred to collectively as the “**Parcels**” and individually as a “**Parcel**”;

✓ 44764

ⓐ

WHEREAS, Sammy's is the owner of that certain property that is part of the Property and is subject to the Declaration, which real property is legally described as Lot 3, Legacy Replat 16, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (the "Sammy's Property");

WHEREAS, the parties wish to clarify and amend certain portions of the Declaration. Section 4 of the Declaration allows the parties to amend the Declaration by written consent of the owners and encumbrancers of the Parcel owned by LTF and that portion of the Property affected by this Amendment. The parties hereto, constituting all of the owners and encumbrancers of the Parcel owned by LTF and that portion of the Property affected by this Amendment have investigated the impact which this Amendment would have on the Parcels and have determined that this Amendment would further the character and integrity of the Property, and would further the benefits and protections afforded to the Parcels by the Declaration; and

WHEREAS, in furtherance of Sammy's planned development, as outlined in the site plan attached hereto as Exhibit B (the "Site Plan"), the parties hereto now desire to amend and modify the Declaration as hereinafter set forth.

NOW, THEREFORE, for good, lawful and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to the authority granted in Section 4 of the Declaration, the parties hereby agree as follows:

AGREEMENT:

1. Amendment. Notwithstanding anything in the Declaration to the contrary, the parties hereby amend the Declaration to clarify that neither the Shops Property nor the Sammy's Property shall be deemed to be within Restricted Zone 1, Restricted Zone 2 or Restricted Zone 3. Further, the Sammy's Property shall be considered part of the "Shops Property" for the purposes of the Declaration.
2. Approved Development. The Sammy's Property may be used for office, retail and multifamily residential uses, which uses specifically include multiple office, retail and dwelling units, and all incidental uses thereto. Such office, retail and multi-family residential units shall be developed in substantial accordance with the Site Plan (the "Approved Development"). The Approved Development shall be constructed and maintained in accordance with Section 2(C), (D) and (E) of the Declaration. Without limiting the foregoing, the landscaping and building materials (including colors) for the Approved Development shall be subject to LTF's prior written approval, which approval shall not be unreasonably withheld, delayed or conditioned. The owner of the Sammy's Property shall not construct any improvements or permit any development on the Sammy's Property other than the Approved Development without the prior written approval of LTF, which approval shall not be unreasonably withheld, delayed or conditioned.

3. Definitions. Terms utilized in this Amendment with an initial capitalized letter and which are not otherwise defined herein shall have the meaning ascribed to them by the Declaration.
4. No Other Changes. Except as amended and modified herein, the Declaration shall remain in full force and effect according to its terms.
5. Counterparts. This Amendment may be executed in multiple counterparts which, when taken together, shall constitute one and the same document.
6. Joinder by Mortgagees. Each of the parties hereto represent and warrant to the other parties hereto that there are no holders of mortgages or other liens on its respective parcel other than by those holders of mortgages and other liens joining in this Amendment.

[Signatures on Following Pages.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first set forth above.

Continental 159 Fund LLC,
a Wisconsin limited liability company

By: Continental Properties Company, Inc., a
Wisconsin corporation, its Manager

By: Daniel Minahan
Name: Daniel J. Minahan
Its: President

STATE OF Wisconsin)
)
COUNTY OF Waukesha)

This instrument was acknowledged before me on this 14th day of August, 2013, by Daniel J. Minahan, as President of Continental Properties Company, Inc., the Manager of Continental 159 Fund LLC, a Wisconsin limited liability company on behalf of the limited liability company.



Lynn A. Brown
Notary Public
Printed Name: Lynn A. Brown

17070 Wright Plaza, LLC,
a Nebraska limited liability company,

By: [Signature]
Name: BRIAN MADGE
Its: MANAGING MEMBER

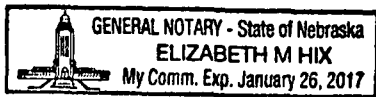
17070 PARTNERS, LLC
MANAGING MEMBER

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

17070 Partners, LLC, the
Managing Member of (EMM)

The foregoing instrument was acknowledged before me on this 11 day of September, 2013,
by Brian Madge, the managing member of 17070 Wright Plaza, LLC, a Nebraska
limited liability company, by and on behalf of the limited liability company.

(SEAL)



[Signature]
Notary Public
Printed Name: Elizabeth M Hix

My commission expires: January 26, 2017

The Shops of Legacy, L.L.C.,
a Nebraska limited liability company,

By: Terrance A Hogan
Name: Terrance A Hogan
Its: Member

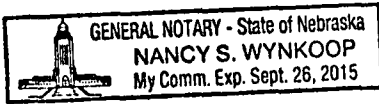
STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me on this 20 day of March, 2013,
by Terrance A. Hogan, the Managing Member of The Shops of Legacy, L.L.C., a Nebraska
limited liability company, by and on behalf of the limited liability company.

(SEAL)

Nancy S. Wynkoop
Notary Public
Printed Name: Nancy S. Wynkoop

My commission expires: _____



SNH LTF Properties, LLC,
a Maryland limited liability company,

By: David J. Hegarty
Name: DAVID J. HEGARTY
Its: PRESIDENT

STATE OF Massachusetts)
COUNTY OF Middlesex) ss.

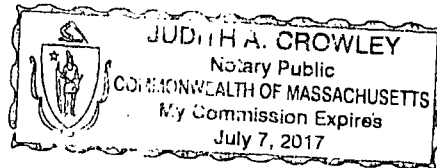
The foregoing instrument was acknowledged before me on this 1st day of August, 2013,
by David J. Hegarty, the President of SNH LTF Properties, LLC, a Maryland
limited liability company, by and on behalf of the limited liability company.

(SEAL)

Imprinted Seal

Judith A. Crowley
Notary Public
Printed Name: _____

My commission expires: _____



Heritage at Legacy, LLC,
a Nebraska limited liability company

By: [Signature]
Name: Farhan Khan
Its: m. member

STATE OF ~~IOWA~~ Nebraska)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me on this 18 day of March 2013,
by Farhan Khan, the CEO of Heritage at Legacy, LLC, a Nebraska
limited liability company, by and on behalf of the limited liability company.

(SEAL)



[Signature]
Notary Public
Printed Name: Angie Dahlhauser

My commission expires: Jan. 21, 2014

Exhibit A

Legal Description of Property

M1-22268
Lot 4, Legacy, Lots 1 and 2, Legacy Replat 5, Lots 1 through 3, inclusive, Legacy Replat 16, and
M1-22275 Lot 1, Legacy Replat 17, each a subdivision, as surveyed, platted and recorded in Douglas
66-22291
County, Nebraska
66-22292

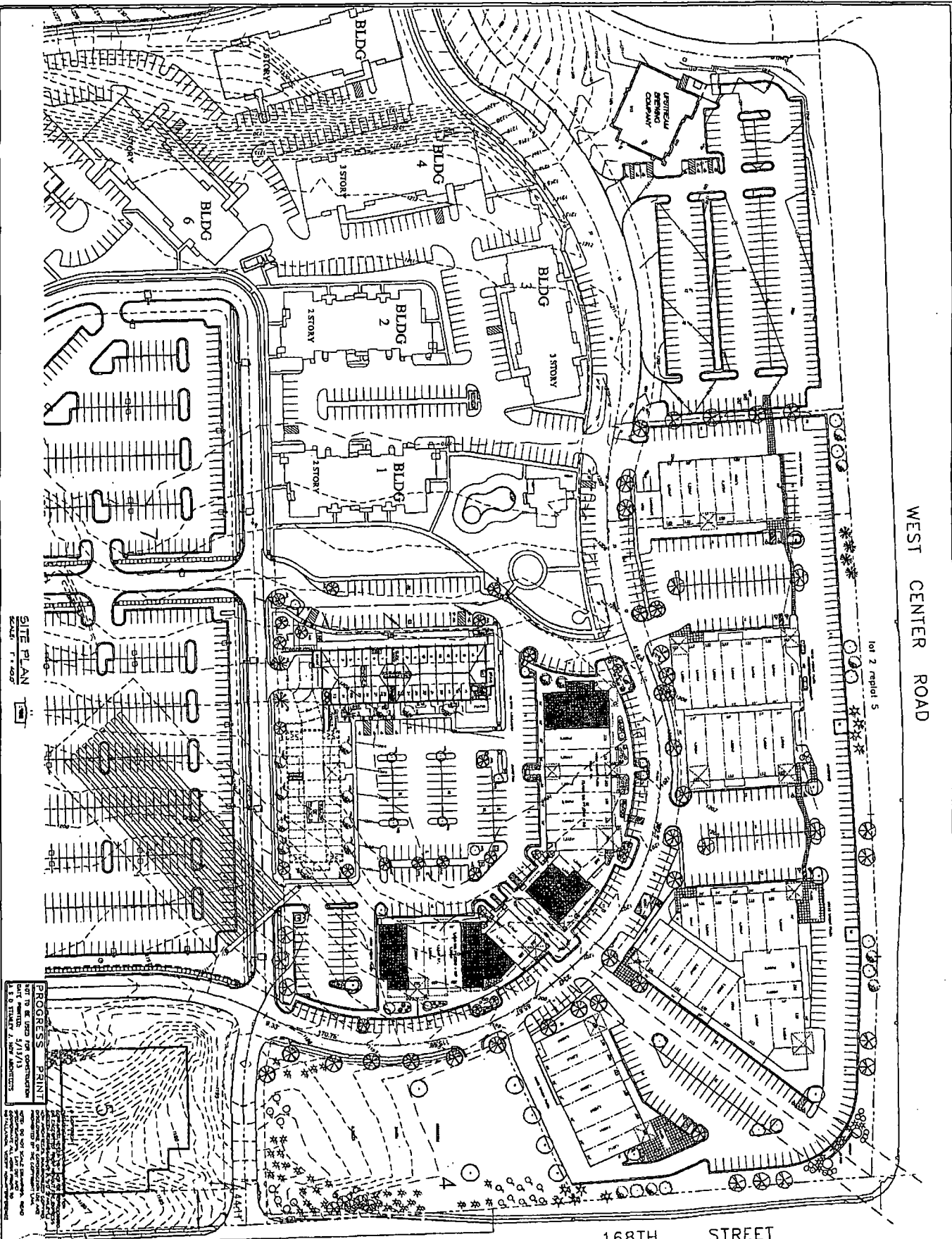
Exhibit B

Site Plan

WEST CENTER ROAD

lot 2 replat 5

168TH STREET



SITE PLAN
SCALE: 1" = 40'

PROGRESS PRINT
 THIS IS A PROGRESS PRINT FOR CONSTRUCTION
 PERMITTED 5/11/13
 1.0 SHEET 7 NEW ADDITIONS

