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LANCASTER COUNTY, NE

INST. NO 2004

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BLOCK NO. ~~NO~~ ~~NO~~ ~~NO~~

CODE ~~LAKV13~~ ~~LAKV13~~ ~~LAKV13~~

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*[Handwritten signature]*

AMENDED AND RESTATED  
 CROSS EASEMENT AND MAINTENANCE AGREEMENT

This Amended and Restated Cross Easement and Maintenance Agreement ("Agreement") is made this 6<sup>th</sup> day of January, 2004, by and between Lakeside Village L.L.C., a Nebraska limited liability company, in its own capacity and on behalf of all future owners of Lots One (1) and Two (2), Lakeside Village, Lincoln, Lancaster County, Nebraska (hereinafter "Lakeside Village Owner"), Lakeside Partners L.L.C., a Nebraska limited liability company, on its own behalf and on behalf of all future owners of Lot One (1), Lakeside Village Second Addition, Lincoln, Lancaster County, Nebraska ("hereinafter "Second Addition Owner"), Villas at Lakeside L.L.C., a Nebraska limited liability company, as success in interest to Second Addition Owner and on its own behalf and on behalf of all future owners of Lots One (1) through Fifty-four (54), inclusive, and Outlot A, Lakeside Village Third Addition, Lincoln, Lancaster County, Nebraska ("Villas Owner"), and Federal Home Loan Mortgage Corporation ("FHLMC"), with respect to the following facts:

A. Lakeside Village Owner owns Lot One (1) and Two (2), Lakeside Village, Lincoln, Lancaster County, Nebraska ("Lakeside Village"), Second Addition Owner owns Lot One (1), Lakeside Village Second Addition, Lincoln, Lancaster County, Nebraska ("Second Addition"), and Villas Owner owns Lots One (1) through Fifty-four (54) and Outlot A, inclusive, Lakeside Village Third Addition, Lincoln, Lancaster County, Nebraska ("Villas Addition").

B. Lakeside Village Owner, Second Addition Owner and Villas Owner are developing residential properties on Lakeside Village, Second Addition and Villas Addition respectively, which will include common parking, recreational, maintenance, office and open areas.

C. Lakeside Village Owner, Second Addition Owner, and, as successor in interest to Second Addition Owner with respect to Villas Addition, Villas Addition Owner, are parties to a Cross Easement and Maintenance Agreement dated August 1, 2002 and recorded August 22, 2002 as Instrument Number 2002-55904, records of Lancaster County, Nebraska (the "Cross Easement").

D. Lakeside Village Owner and Second Addition Owner have established a plan for the improvement and development of Lakeside Village and Second Addition as described herein and by the recorded Special Permit No. 622E, and plans filed pursuant thereto, and Villas Owner has established a plan for the improvement of Villas Addition by Special Permit No. 622F, and plans filed pursuant thereto (collectively "Use Permit"), which are incorporated herein by this reference, as may be amended from time to time.

*Mail Kevin Siebert  
 Rembolt et al  
 1201 Lincoln Mall #102  
 68508*

E. The parties desire to amend and restate the Cross Easement to reflect developments since the Cross Easement was entered into.

F. FHLMC is the holder of a Multifamily Note secured by a Multifamily Deed of Trust, Assignment of Rents and Security Agreement with respect to Lakeside Village.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lakeside Village Owner, Second Addition Owner and Villas Owner agree to amend and supplement the Cross Easement as follows, and FHLMC hereby consents to such amendment and supplement:

1. Ingress/Egress and Parking Easements. Lakeside Village Owner hereby grants to Second Addition Owner and Villas Owners a permanent easement (hereinafter "Ingress/Egress Easement") on and over Lakeside Village roadways, driveways, curb cuts, sidewalks, parking areas and public street access, all as shown on the Use Permit, as may be amended from time to time, for the purpose of ingress and egress and traveling across for the use and benefit of Second Addition. Second Addition Owner hereby grants to Lakeside Village Owner and Villas Owner a permanent easement (hereinafter "Ingress/Egress Easement") on and over Second Addition roadways, driveways, curb cuts, sidewalks, parking areas and public street access, all as shown on the Use Permit, as may be amended from time to time, for the purpose of ingress and egress and traveling across for the use and benefit of Lakeside Village. Villas Owner hereby grants to Lakeside Village Owner and Second Addition Owner a permanent easement (hereinafter "Ingress/Egress Easement") on and over Villas Addition roadways, driveways, curb cuts, sidewalks, parking areas and public street access, all as shown on the Use Permit, as may be amended from time to time, for the purpose of ingress and egress and traveling across for the use and benefit of Second Addition.

Lakeside Village Owner and Second Addition Owner hereby grant each other easements for parking on Lakeside Village and Second Addition parking areas, respectively. Lakeside Village Owner and Second Addition Owner shall not have an easement for parking on Villas Addition and Villas Addition Owner shall not have an easement for parking on Lakeside Addition or Second Addition.

2. Maintenance Easement. Second Addition Owner and Villas Owner hereby grant to Lakeside Village Owner a permanent easement ("Maintenance Easement") on, over, above and under all land and all other properties, excluding the interior of buildings, for the purpose of mowing, watering, landscaping, maintaining, improving and operating Second Addition and Villas Addition, respectively.

3. Common Elements Easement. Lakeside Village Owner hereby grants to Second Addition Owner and Villas Owner a permanent easement (hereinafter "Common Elements Easement") for the shared use, benefit and enjoyment of Common Elements located on Lakeside Village.

Common Elements, as used in this Agreement, shall mean the clubhouse, swimming pool, multipurpose courts, and open areas on Lot 2 of Lakeside Village and any similar, related or replacement structures, improvements or areas. Notwithstanding any provision to the contrary, such use shall be on the same basis and subject to the same reasonable restrictions and requirements as imposed by Lakeside Village Owner on itself and its invitees and guests.

4. Agreement to Grant Additional Easements and the Right for Use and Enjoyment.

It is recognized and agreed by Lakeside Village Owner, Second Addition Owner and Villas Owner that their mutual cooperation in granting to each other additional rights, licenses and easements to enter and make use of portions of their respective lots may be required in order for any and all the Common Elements Easements and Ingress/Egress Easements to be functional and useful. It is hereby agreed that such additional rights, licenses and easements as may be necessary or reasonable for proper operation of Common Elements Easements and Ingress/Egress Easements shall be granted by each party to the other without additional consideration being required to provide a reasonable and beneficial use to the benefitted property for the intended purposes pursuant to the Use Permit.

5. Further Assurances. Lakeside Village Owner, Second Addition Owner and Villas Owner will, whenever it shall be reasonably requested to do so by the other, promptly execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further conveyances, confirmations, instruments or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each of the parties hereto shall cooperate in good faith with the other and shall do any and all other acts and execute, acknowledge and deliver any and all documents so requested in order to carry out the intent and purposes of this Agreement.

6. Maintenance and Assessments. Lakeside Village Owner will maintain, repair, replace, alter, operate and improve the Common Elements as required on a permanent and continuous basis, and will also mow, water, landscape and maintain, repair and replace all areas (including lots and outlots) of Villas Addition except roadways, driveways, curb cuts, sidewalks, parking areas and buildings in Villas Addition, and will mow, water, landscape and maintain, repair and replace all exterior areas, including roadways, driveways, curb cuts, sidewalks, parking areas and building exteriors, on Second Addition. Lakeside Village will also provide for residential garbage collection and roadway, parking area, private driveway and sidewalk snow removal for Second Addition and Villas Addition. All Common Elements and other areas to be maintained will be maintained, repaired, replaced, altered, or improved in a timely, safe, professional, and high quality fashion similar to the standard and quality as of this date. The expenses for the Common Elements responsibility and mowing, watering, landscaping, garbage removal and snow removal and maintenance and repairs, together with reasonable reserves, and together with a reasonable usage fee for the Common Elements, shall be allocated proportionally to Lakeside Village, Second Addition and Villas Addition as follows:

Lakeside Village	5/13
Second Addition	3/13
Villas Addition	5/13

Expenses for maintenance of roadways, driveways, curb cuts, sidewalks, parking areas and building exteriors in Lakeside Village and Second Addition shall be allocated 5/8 to Lakeside Village and 3/8 to Second Addition.

Projected charges shall be assessed by Lakeside Village to Second Addition Owner and Villas Owner on an annual basis, payable monthly, pursuant to and as set forth in a notice setting forth the projected charges. Failure of a party to pay its proportionate share of expenses shall entitle Lakeside Village to damages in the amount of such expenses.

7. Notices. All notices pursuant to this Agreement shall be sent by regular U.S. Mail, postage prepaid, by facsimile, or by hand delivery at the following address:

Lakeside Partners L.L.C.  
Concorde Management and Development, Inc.  
1225 L Street, Suite 501  
Lincoln, NE 68508

Lakeside Village L.L.C.  
Concorde Management and Development, Inc.  
1225 L Street, Suite 501  
Lincoln, NE 68508

Villas at Lakeside Homeowners Association  
701 Lakeside Drive  
Lincoln, NE 68528

8. Binding Effect. These covenants, easements, conditions, reservations and restrictions run with the land and shall be binding on and inure to the benefit of the lot owners and their executors, personal representatives, heirs, successors and assigns as owners of Lakeside Village, Second Addition and/or Villas Addition.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the date first above written.

LAKESIDE PARTNERS L.L.C., a Nebraska  
limited liability company,

By: Concorde Management and Development, Inc.,  
Manager

By:   
David M. Schmidt, President

LAKESIDE VILLAGE L.L.C., a Nebraska  
limited liability company,

By: Lakeside Partners L.L.C., Manager

By: Concorde Management and Development, Inc.,  
Manager


By:   
David M. Schmidt, President

VILLAS AT LAKESIDE L.L.C., a Nebraska  
Limited liability company,

By: Concorde Management and Development,  
Inc., Manager

By:   
David M. Schmidt, President

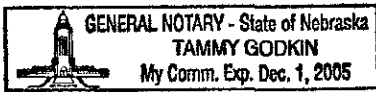
FEDERAL HOME LOAN  
MORTGAGE CORPORATION

By:   
Its: Assistant Secretary / Treasurer

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of May, 2004, by David M. Schmidt, President of Concorde Management and Development, Inc., Manager of Lakeside Village L.L.C., a Nebraska limited liability company, on behalf of the company.

( S E A L )

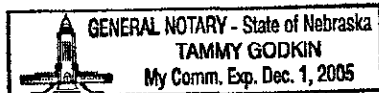


*Tammy Godkin*  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of May, 2004, by David M. Schmidt, President of Concorde Management and Development, Inc., Manager of Lakeside Partners L.L.C., Manager of Lakeside Village L.L.C., a Nebraska limited liability company, on behalf of the company.

( S E A L )

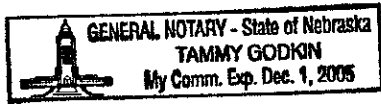


*Tammy Godkin*  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of May, 2004, by David M. Schmidt, President of Concorde Management and Development, Inc., Manager of Villas at Lakeside L.L.C., a Nebraska limited liability company, on behalf of the company.

(SEAL)

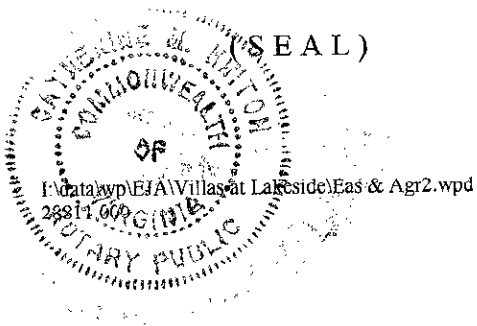


*Tammy Godkin*  
Notary Public

STATE OF Virginia )  
 ) ss.  
COUNTY OF FAIRFAX )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 2004, by BRYAN DICKSON, Asst. Sec. / Treas. of Federal Home Loan Mortgage Corporation, on behalf of the company.

(SEAL)



*Catherine M. Hinton*  
Notary Public