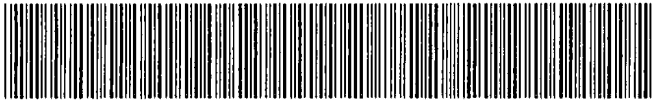




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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 5/29/2012 13:37:24.77



2012051840

**FIRST AMENDMENT
 TO
 DECLARATION OF COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS OF A FURTHER PART
 OF PACIFIC SPRINGS, A SUBDIVISION
 IN DOUGLAS COUNTY, NEBRASKA**

THIS AMENDMENT TO DECLARATION is made the 20th day of May, 2012 by the specified undersigned owners of lots located within Pacific Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

PRELIMINARY STATEMENT

By way of that certain Declaration of Covenants, Conditions, Restrictions and Easements of a Further Part of Pacific Springs, a Subdivision in Douglas County Nebraska dated June 30, 1997, and recorded in the office of the Register of Deeds of Douglas County, Nebraska in Miscellaneous Records at Book 1215, Page 174 (the "Declaration"), the Declarant imposed covenants, conditions, restrictions and easements on the following real property (the "Property"):

Lots 180 through 204, inclusive, Pacific Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Due to various replatting, the Property is now legally described as follows:

Lots 180 through 201, inclusive, and Lot 204, Pacific Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Lots 1 and 2, Pacific Springs Replat 5, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Article III of the Declaration obligates the owners of the lots comprising the Property (the "Lot Owners") to be members of the Pacific Springs Homeowners Association (the "Association"), and further authorizes the Association to impose dues and assessments on the Lot Owners.

After recording please return to:
 Daniel R. Carnahan
 Stalnaker, Becker & Buresh, P.C.
 1111 N. 102nd Court, Suite 330
 Omaha, NE 68114

027817-

Article V, Section 2 of the Declaration provides that upon the expiration of five (5) years from the date of the Declaration, the Declaration may be amended by an instrument signed by not less than sixty percent (60%) of the Lot Owners.

The undersigned, constituting not less than sixty percent (60%) of the Lot Owners, desire to amend the Declaration.

WHEREFORE, the undersigned, constituting not less than sixty percent (60%) of the Lot Owners, hereby amend the Declaration as follows:

1. Paragraph 3 of the Declaration's Preliminary Statement is hereby deleted in its entirety.
2. Article III of the Declaration is hereby deleted in its entirety.
3. Except as amended herein, the Declaration shall remain in full force and effect as previously recorded.

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the respective dates ascribed next to their signatures, below.

[SIGNATURE PAGES TO FOLLOW]

DATED: May 20, 2012

Michael A. Wozny
Michael A. Wozny, Owner of Lot 183

DATED: May 20, 2012

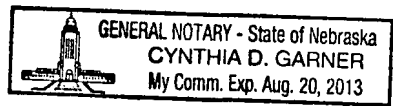
Judith A. Wozny
Judith A. Wozny, Owner of Lot 183

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 20th day of May, 2012, by Michael A. Wozny, owner of Lot 183, Pacific Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

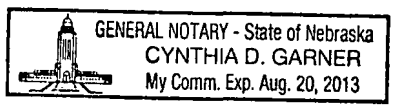
Cynthia D. Garner
NOTARY PUBLIC

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)



The foregoing instrument was acknowledged before me this 20th day of May, 2012, by Judith A. Wozny, owner of Lot 183, Pacific Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Cynthia D. Garner
NOTARY PUBLIC



DATED: May 20, 2012

Clifford L. Forrester
Clifford L. Forrester, Owner of Lot 186

DATED: May 20 - 2013

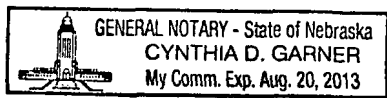
Carol R. Forrester
Carol R. Forrester, Owner of Lot 186

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 20th day of May, 2012, by Clifford L. Forrester, owner of Lot 186, Pacific Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

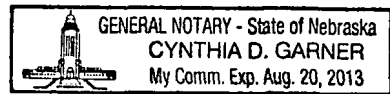
Cynthia D. Garner
NOTARY PUBLIC

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)



The foregoing instrument was acknowledged before me this 20th day of May, 2012, by Carol R. Forrester, owner of Lot 186, Pacific Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Cynthia D. Garner
NOTARY PUBLIC



DATED: 5-20-2012

George F. Vulje
George F. Vulje, Owner of Lot 188

DATED: 5-20-2012

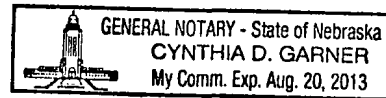
Gail F. Vulje
Gail F. Vulje, Owner of Lot 188

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 20th day of May, 2012, by George F. Vulje, owner of Lot 188, Pacific Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

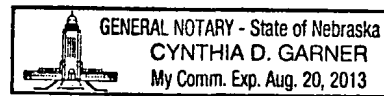
Cynthia D. Garner
NOTARY PUBLIC

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)



The foregoing instrument was acknowledged before me this 20th day of May, 2012, by Gail F. Vulje, owner of Lot 188, Pacific Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Cynthia D. Garner
NOTARY PUBLIC



DATED: 5-26-2012

Enrique de La Guardia
By Carmelita de La Guardia

Enrique de La Guardia by Carmelita de La Guardia, Attorney-in-Fact for Enrique de La Guardia pursuant to the General Power of Attorney dated as of July 7, 2011

DATED: 5-26-2012

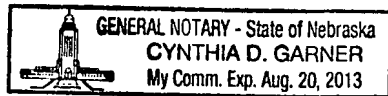
Carmelita de La Guardia
Carmelita de La Guardia, Owner of Lot 189

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 26th day of May, 2012, by Enrique de La Guardia by Carmelita de La Guardia, Attorney-in-Fact for Enrique de La Guardia pursuant to the General Power of Attorney dated as of July 7, 2011, owner of Lot 189, Pacific Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

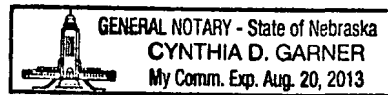
Cynthia D. Garner
NOTARY PUBLIC

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)



The foregoing instrument was acknowledged before me this 26th day of May, 2012, by Carmelita de La Guardia, owner of Lot 189, Pacific Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Cynthia D. Garner
NOTARY PUBLIC



GENERAL POWER OF ATTORNEY

PREAMBLE: This is a military Power of Attorney prepared pursuant to Title 10, United States Code, Section 1044b, and executed by a person authorized to receive legal assistance from the military service. Federal law exempts this power of attorney from any requirement of form, substance, formality, or recording that is prescribed for powers of attorney by the laws of a state, the District of Columbia, or a territory, commonwealth, or possession of the United States. Federal law specifies that this power of attorney shall be given the same legal effect as a power of attorney prepared and executed in accordance with the laws of the jurisdiction where it is presented.

KNOW ALL PERSONS BY THESE PRESENTS:

That I, Enrique Delaguardia, of the State of Texas, a member of the United States Armed Forces, currently at Fort Hood, Texas, pursuant to Military Orders, do hereby appoint CARMELITA A. DELAGUARDIA, of Omaha, Nebraska, my true and lawful attorney-in-fact to manage and conduct all my affairs and act in all matters in my name and in my behalf. Such acts shall include:

1. To lease, sell, use, establish title to, register, insure, transfer, mortgage, maintain, manage, pledge, exchange or otherwise dispose of or encumber any and all of my property, real, personal, or mixed, including motor vehicles of any kind, and to execute and deliver good and sufficient deeds or other instruments for the lease, conveyance, mortgage, maintenance, or transfer of the same.
2. To buy, receive, lease, accept or otherwise acquire in my name and for my account, property, real, personal or mixed upon such terms, considerations and conditions as my said attorney-in-fact shall deem appropriate.
3. To transact all business of mine on my behalf including entering into contracts and the making of such investments as my attorney shall deem sound.
4. To institute and prosecute, or to appear and defend, any claims or litigation involving me or my interest. This shall include, but not be limited to, the authority to present a claim against the United States for damage to or loss of personal property.
5. To prepare, execute, and file all tax returns and to receive and negotiate all tax refund checks.
6. To execute all documents needed for travel of my family members and transportation or storage of my property, as authorized by law and Military regulations; to sign for and clear government or other quarters in the best interests of my family members and in accordance with law and Military regulations.
7. To demand, act to receive, and receive, all sums of money which are now or will become owing or belonging to me, and to institute accounts on my behalf and to deposit, draw upon or expend such funds of mine as are necessary in furtherance of the powers granted herein. This shall include, but not be limited to, the authority to receive, endorse, cash, or deposit negotiable instruments made payable to me and drawn upon the Treasurer, or other fiscal officer or depository of the United States or any state, possession, or territory of the United States.

The above described powers are merely examples of the authority granted by this document and not in limitation or definition thereof. However, my Agent shall have no rights or powers hereunder with respect to the following:

- a. Life Insurance: My Attorney shall have no rights or powers hereunder to cancel or change the beneficiary of any policy of life insurance owned by me.
- b. Fiduciary Powers: My Attorney shall have no rights or powers hereunder with respect to any act, power, duty, right or obligation, relating to any person, matter, transaction or property, owned by me or in my custody as a trustee, custodian, personal representative or other fiduciary capacity for someone else.

I HEREBY GIVE AND GRANT UNTO MY ATTORNEY FULL POWER AND AUTHORITY TO DO AND PERFORM EACH AND EVERY ACT AND MATTER CONCERNING MY ESTATE, PROPERTY, AND AFFAIRS AS FULLY AND EFFECTUALLY TO ALL INTENTS AND PURPOSES AS I COULD DO LEGALLY IF I WERE PRESENT.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS POWER OF ATTORNEY MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY. I, FOR MYSELF AND MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED UPON THE PROVISIONS OF THIS POWER OF ATTORNEY.

This Power of Attorney shall become effective when I sign and execute it below. Further, unless sooner revoked or terminated by me, this Power of Attorney shall become NULL and VOID on July 7, 2013.

I intend for this to be a **DURABLE Power of Attorney**. This Power of Attorney will continue to be effective if I become disabled, incapacitated, or incompetent; or when the United States Government determines that I am in a military status of "missing," "missing in action," or "prisoner of war." All acts done by my Attorney hereunder shall have the same effect and inure to the benefit of and bind myself and my heirs as if I were competent, and not disabled, incapacitated, or incompetent.

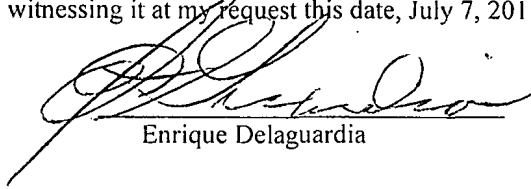
I shall be considered disabled or incapacitated for purposes of this power of attorney if a physician, based on that physician's examination, certifies in writing at a date subsequent to the date which this power of attorney is executed, that I am disabled from or incapable of exercising control over my person, property, personal affairs, or financial affairs. I authorize the physician who so certifies, to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney, endorsed by proper physician certification of my disability or incapacity, is held harmless and fully protected from any action taken under this power of attorney.

Notwithstanding my inclusion of a specific expiration date herein, if on that specified expiration date I should be or have been properly certified, in writing, by a physician to be disabled from or incapable of exercising control over my person, property, personal affairs, or financial affairs, then this Power of Attorney shall remain valid and in full effect until sixty (60) days after I have recovered from such disability **UNLESS OTHERWISE REVOKED OR TERMINATED BY ME**. Furthermore, if on the above-specified expiration date, or during the sixty (60) day period preceding that specified expiration date, I should be or have been determined by the United States Government to be a military status of "missing," "missing in action," or "prisoner of war," then this Power of Attorney shall remain valid and in full effect until sixty (60) days after I have returned to the United States military control following termination of such status **UNLESS OTHERWISE REVOKED OR TERMINATED BY ME**.

I HEREBY RATIFY ALL THAT MY ATTORNEY SHALL LAWFULLY DO OR CAUSE TO BE DONE BY THIS DOCUMENT.


All business transacted hereunder for me or for my account shall be transacted in my name, and all endorsements and instruments executed by my attorney for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my attorney and the designation "attorney-in-fact."

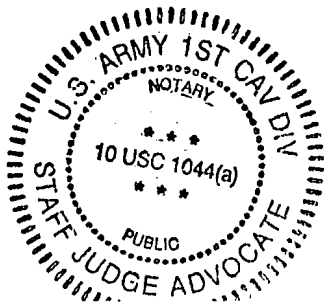
IN WITNESS WHEREOF, I sign, seal, declare, publish, make and constitute this as and for my Power of Attorney in the presence of the Notary Public witnessing it at my request this date, July 7, 2011.


Enrique Delaguardia

WITH THE ARMED FORCES OF THE UNITED STATES
at Fort Hood, Texas

Subscribed, sworn to and acknowledged before me by Enrique Delaguardia, who is known to me to be a member of the Armed Forces of the United States serving on Active Duty, on July 7, 2011. This acknowledgment is executed in my official capacity under the authority granted by Title 10, United States Code, Section 1044a, which also states that no seal is required on this acknowledgment.


Kenneth E. Corrigan
Private First Class, U.S. Army
Legal Specialist UP AR 27-55, para 2-2a(3)

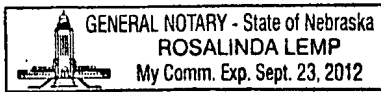


DATED: 5-7-2012

Gary A. Koenig
Gary A. Koenig, Owner of Lot 192

STATE OF Nebraska)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 3 day of May 2012, by Gary A. Koenig, owner of Lot 192, Pacific Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.



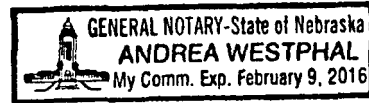
Rosalinda Lemp
NOTARY PUBLIC

DATED: May 7 2012 Mary E Zielinski
Mary E. Zielinski, Owner of Lot 193

STATE OF Nebraska)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 7 day of May 2012, by Mary E. Zielinski, owner of Lot 193, Pacific Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Andrea Westphal
NOTARY PUBLIC



DATED: 5-20-12

Michael R. Wendel
Michael R. Wendel, Owner of Lot 195

DATED: 5-20-12

Linda F. Wendel
Linda F. Wendel, Owner of Lot 195

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 20th day of May, 2012, by Michael R. Wendel, owner of Lot 195, Pacific Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Cynthia D. Garner
NOTARY PUBLIC

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)



The foregoing instrument was acknowledged before me this 20th day of May, 2012, by Linda F. Wendel, owner of Lot 195, Pacific Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Cynthia D. Garner
NOTARY PUBLIC



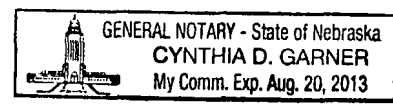
DATED: May 26, 2012

Joan A. Pitner
Joan A. Pitner, Owner of Lot 196

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 26th day of May, 2012, by Joan A. Pitner, owner of Lot 196, Pacific Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Cynthia D. Garner
NOTARY PUBLIC



JOAN A. PITNER
DURABLE POWER OF ATTORNEY

I, Joan A. Pitner, of Omaha, Douglas County, Nebraska, as Principal, execute this Durable Power of Attorney on September 9, 2008.

Article I.
Identification of Family Members and Defined Terms

Section 1. Spouse. Richard C. Pitner is my husband. He is referred to throughout this Durable Power of Attorney simply as my "Spouse."

Section 2. Children. My only living children are Mark A. Pitner, Renee A. Davis, Sheryl L. Pitner, Linda S. Carney and Scott O. Pitner. References in this Durable Power of Attorney to "Children" shall include only them.

Section 3. Defined Terms. Unless otherwise indicated, all other capitalized terms in this Durable Power of Attorney shall have the meanings assigned to such terms in Article X.

Article II.
Appointment and Succession of Agent

I appoint my Spouse as my Agent. If my Spouse is unable or unwilling to serve as my Agent, I appoint Mark A. Pitner and Sheryl L. Pitner as joint successor Co-Agents. If either of them is unable or unwilling to serve as my Agent, I appoint the other as sole successor Agent. If both are serving as joint Co-Agents, I direct that actions shall require both of their signatures unless, by written instrument, they have delegated authority for one to act on behalf of both.

Article III.
Declarations of Intent

Section 1. Intent to Create Durable Power of Attorney and Establish Effective Date. I intend that the authority granted to my Agent by this Durable Power of Attorney shall become effective at such time as I become Incapacitated and that such authority shall continue through any period of time during which I am Incapacitated. Furthermore, I intend that all such authority granted to my Agent by this Durable Power of Attorney shall continue after my death until my Agent has received actual knowledge of my death. I intend that any action taken in good faith by my Agent during any period in which it is uncertain whether I am alive, before my Agent receives actual knowledge of my death and during any period of time that I am Incapacitated, shall be as valid as if I were alive, not Incapacitated and had taken such action myself.

Section 2. Intent to Grant General Powers. By execution of this Durable Power of Attorney, I intend to grant my Agent general powers to act for me and on my behalf with regard to any of my property, business and financial affairs. The enumeration of specific powers in this Durable Power of Attorney is not intended to limit or restrict, and is not to be interpreted as limiting or restricting, the general powers granted to my Agent, except where such powers have been specifically limited by the express provisions of this Durable Power of Attorney. My Agent may exercise the powers granted to my Agent by this Durable Power of Attorney only in a fiduciary capacity. Any provision of this Durable Power of Attorney that could be interpreted as

granting a general power of appointment to my Agent shall be deemed void to the extent necessary to preclude any such interpretation.

Section 3. Intent to Fund Trust. In the event I become Incapacitated, I intend and direct that my Agent use the authority granted to my Agent by this Durable Power of Attorney to transfer any of my assets that remain titled in my individual name to the Trustee of the Trust, to be held, administered and distributed pursuant to the provisions of the Trust Agreement.

Section 4. Intent to Avoid Necessity of Conservator. The appointment of my Agent is intended to avoid the necessity of the appointment of a conservator of my estate. To that end, in addition to the authority otherwise granted to my Agent by this Durable Power of Attorney, I hereby grant to my Agent all of the authority given to conservators under the relevant provisions of applicable state law. In the event that a protective proceeding is initiated to appoint a conservator of my estate, I nominate my Agent to hold first priority of appointment to serve as conservator without bond. I nominate any successor Agents named in Article II to hold next priority in the order of their succession, as provided therein, to serve as conservator without bond.

Article IV. Powers of Agent

Upon this Durable Power of Attorney becoming effective, as provided in the Section of Article III entitled "Intent to Create Durable Power of Attorney and Establish Effective Date," except as specifically limited by the express provisions of this Durable Power of Attorney, my Agent shall have authority to exercise any and all powers provided by applicable law and all other management powers over my property, business and financial affairs that I could exercise if personally present, with full power to substitute in my place and stead, including, but without limitation, full discretionary authority to do any or all of the following acts, deeds and things as my Agent deems appropriate in its sole discretion and good faith judgment:

Section 1. Demand and Receive Property. To demand, sue for, recover, collect, receive and hold all sums of money, securities, debts, dues and any other personal and real property of any nature or description, which now are or hereafter may be or become due, owing, payable or belonging to me by any right, title, ways or means or in which I may now have or hereafter gain an interest in; and to make, sign, execute and deliver receipts, releases or other discharges upon receipt of such property or of any part thereof.

Section 2. Open and Maintain Accounts, Deposit, Withdraw, Apply and Invest Money. To open and maintain accounts for me and in my name at financial institutions; to deposit any money in the possession of my Agent and belonging to me into such accounts or any other existing accounts I may have previously established; to withdraw any such money or any other money to which I am entitled and that now is or may hereafter be so deposited and either (i) employ such money in the payment of any debts, interest, taxes, assessments, insurance and expenses due and payable or to become due and payable on account of my property, business, and financial affairs or otherwise apply such money for my use and benefit, or (ii) invest such money in my name in any stocks, shares, bonds, securities or other property, real or personal and to receive and give receipts for any income or dividend arising from such investments and to vary or dispose of any or all such investments or other investments for my use and benefit.

Section 3. Disburse Funds. To disburse funds belonging to me for my benefit and in such manner and amounts, for such purposes and at such times as my Agent deems appropriate.

Section 4. Access Safe Deposit Boxes. To have unrestricted access to and control of the contents of any safe deposit box or vault to which I might have access; to take and remove from such box or vault any or all contents; and to lease one or more safe deposit boxes or vaults for the safekeeping of my assets.

Section 5. Manage Securities and Other Personal Property. To vote at stockholder or other meetings of any business entity or otherwise to act as my attorney or proxy, with power of substitution, in respect of any stocks, shares, bonds, debentures, securities or other evidences of ownership and, for that purpose, to execute any proxies, limited or general, or other instruments; to collect the dividends, interest, profits or accruals on account of the ownership of any stocks, shares, bonds, debentures, securities or other evidences of ownership in any business entity; and to exercise in all respects general control and supervision over any securities and other personal property, tangible and intangible, of any nature whatsoever belonging to me; and to receive the dividends, interest, proceeds and profits derived from such property.

Section 6. Manage Real Estate. To enter into any of my real estate and to manage, improve, develop, subdivide, operate or control such real estate or any part thereof; to repair or otherwise improve, alter, reconstruct or insure any buildings or structures on such real estate; to contract with others for the management, improvement, development, subdivision, operation or control of such real estate, or any part thereof, and to grant to them all the powers with respect to such real estate as is customary in real estate management contracts; to demand, collect, receive and recover the income and profits derived from any such real estate; to contract with any person or entity for the leasing for such periods, including periods longer than my life, and without regard to the termination of authority granted to my Agent by this Durable Power of Attorney, any or all real estate, or any part thereof, at such rents and subject to such conditions as my Agent deems appropriate; to give notice to quit to any tenant or occupier of such real estate; to demand, collect, receive and recover from all tenants and occupiers of such real estate all rents, arrears of rent and sums of money, which now are or shall hereafter become due and payable; and to take all necessary or proper steps and initiate proceedings for termination of the tenancy or occupation of such tenants or occupiers and for ejecting the tenants or occupiers and recovering the possession of such real estate.

Section 7. Sell, Exchange or Purchase Real, Mixed or Personal Property. To sell, either at public or private sale, or exchange any part or parts of any real estate, mixed or personal property for such consideration and upon such terms as my Agent deems appropriate; to execute and deliver deeds, bills of sale, endorsements, assignments or other instruments for the conveyance or transfer of such property, with such covenants of warranty or otherwise as my Agent deems appropriate; to provide receipts for all or any part of the purchase price or other consideration; and to purchase or otherwise acquire additional real, mixed or personal property for such consideration and upon such terms as my Agent deems appropriate.

Section 8. Settle, Compromise or Submit to Arbitration Any Account. To settle any account in which I may be interested; to pay or receive the balance of such account, as the circumstances may require; to compromise with or make allowances to any person for or with respect to any debt or demand, due and payable to me, by me, or upon my account; to take and receive, or to pay and discharge, as the case may be, any composition or dividend; to give or

Section 13. Trust Agreement. "Trust Agreement" shall mean the Joan A. Pitner Trust Agreement, as amended and restated on September 9, 2008, together with any further amendments made thereto before my death.

Section 14. Trustee. "Trustee" shall mean any original or successor Trustee, Co-Trustee or Corporate Trustee of the Trust.

Terms used in this Durable Power of Attorney but not defined in this Article shall have the meanings provided in the Nebraska Probate Code or the Nebraska Uniform Trust Code or, if not defined therein, the meanings assigned to such terms when used in common language, taking into consideration the context in which the term appears in this Durable Power of Attorney.

IN WITNESS WHEREOF, I sign this Durable Power of Attorney as Principal.

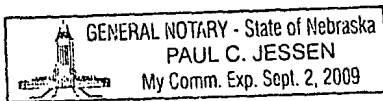
Joan A. Pitner
Joan A. Pitner, Principal

9 Sept. 2008
Date

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On September 9, 2008, before me personally appeared Joan A. Pitner, who is to me known to be the identical person whose name is affixed to this Durable Power of Attorney as Principal, and acknowledged the execution of this Durable Power of Attorney to be a voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



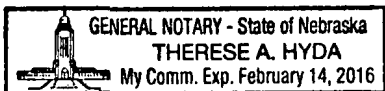
Paul C. Jessen
Notary Public

DATED: May 24, 2012

Joan F. Lang
Joan F. Lang, Owner of Lot 197

STATE OF Nebraska)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 24th day of May, 2012, by Joan F. Lang, owner of Lot 197, Pacific Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.



Therese A. Hyda
NOTARY PUBLIC

DATED: May 20, 2012

John B Wallish
John B. Wallish, Owner of Lot 198

DATED: May 20, 2012

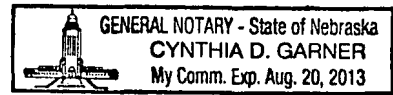
Janice M Wallish
Janice M. Wallish, Owner of Lot 198

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 20th day of May, 2012, by John B. Wallish, owner of Lot 198, Pacific Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Cynthia D. Garner
NOTARY PUBLIC

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)



The foregoing instrument was acknowledged before me this 20th day of May, 2012, by Janice M. Wallish, owner of Lot 198, Pacific Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Cynthia D. Garner
NOTARY PUBLIC



DATED: 5-20-12

Thomas P. Furey
Thomas P. Furey, Owner of Lot 200

DATED: 5-20-12

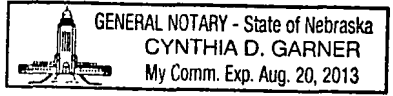
Alice B. Furey
Alice B. Furey, Owner of Lot 200

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 20th day of May, 2012, by Thomas P. Furey, owner of Lot 200, Pacific Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Cynthia D. Garner
NOTARY PUBLIC

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)



The foregoing instrument was acknowledged before me this 20th day of May, 2012, by Alice B. Furey, owner of Lot 200, Pacific Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Cynthia D. Garner
NOTARY PUBLIC

