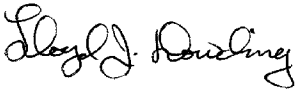


COUNTER_DKH
VERIFY_DKH
FEES \$ 112.00
CHG_SFILE
SUBMITTED_TITLECORE NATIONAL, LLC

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2016-06602
2016 Mar 30 01:02:22 PM

REGISTER OF DEEDS



**THIRD AMENDMENT
TO THE DECLARATION OF CROSS EASEMENTS
AND COVENANTS AND RESTRICTIONS AFFECTING LAND
(LA VISTA, NEBRASKA)
(96TH & GILES ROAD)**

This Third Amendment to Declaration of Cross Easements and Covenants and Restrictions Affecting Land (this "Third Amendment") is made as of this 30 day of MARCH, 2016, by and between L & B Properties, L.L.C., One Mayfair Place, L.L.C., Thomas E. & Tonya D. Lewis, Lazlo's La Vista Property Holdings L.L.C., Harwood Pizza Building, L.L.C., Giles Investors, L.L.C., Theresa Corp., Alegent Health, Five Points Bank, PAI Management, L.L.C., and J & J Properties (hereinafter referred to as "Owners").

A aka R) & AS Properties LLC

RECITALS

A. The Owners are the owners of certain parcels of real estate located in Sarpy County, Nebraska described on Exhibit 1 attached hereto (collectively the "Entire Parcel").

B. L & B Properties, L.L.C., has entered into a Real Estate Purchase Agreement with La Vista Senior Living, L.L.C. to sell the property legally described as Lot 2, Mayfair Second Addition Replat 5 to La Vista Senior Living for the development of a senior living facility.

C. A Declaration of Cross Easements and Covenants and Restrictions Affecting Land was recorded in the office of the Sarpy County Register of Deeds as Instrument Number 2000-21199 on August 24, 2000 (the "Original Declaration"). The Original Declaration was amended by the First Amendment to Declaration of Cross Easements and Covenants and Restrictions Affecting Land dated May 3, 2002 and recorded as Instrument No. 2002-20216 in the Sarpy County Register of Deeds Office (the "First Amended Declaration"). The Original Declaration and the First Amended Declaration were amended by the Second Amendment to Declaration of Cross Easements and Covenants and Restrictions Affecting Land dated December 22, 2005, and recorded as Instrument No. 2005-48105 in the Sarpy County Register of Deeds Office (the "Second Amended Declaration"). The Original Declaration along with the First Amended Declaration and Second Amended Declaration shall be referred to herein as the Declaration.

D. The Entire Parcel was originally planned to be developed as an integrated and unified shopping center.

E. To date, the Entire Parcel has not been developed as an integrated and unified shopping center and the Owners desire to amend and modify the

Amended Declaration as hereinafter set forth to reflect the development that has occurred on the Entire Parcel to date and to allow for the future development of the Entire Parcel.

NOW, THEREFORE, in consideration of this Third Amendment, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and value and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Paragraph 2.02 Parking Easements. Paragraph 2.02 is deleted in its entirety.

2. Paragraph 2.03 Truck-Turnaround Easement. Paragraph 2.03 is deleted in its entirety.

3. Paragraph 2.04 Unimpeded Access. Paragraph 2.04 is deleted in its entirety.

4. Paragraph 6.01 Site Plan. Paragraph 6.01 is deleted in its entirety and the following paragraph is substituted therefore:

6.01. Site Plan. It is agreed that each Site shall be developed and utilized consistently with a Site Plan. The Site Plan for each Site shall be developed in accordance with the general requirements applicable within the City of La Vista.

5. Paragraph 6.02 Signs. Paragraph 6.02 is deleted in its entirety and the following is substituted therefore:

6.02. Signs. No Owner or Occupant (or owner or occupant of Lot 118) shall erect or install, or permit to be erected or installed, anywhere on the Entire Parcel (or Lot 118, as the case may be) any sign except in accordance with the following:

- (a) Any sign to be erected anywhere on the Entire Parcel or Lot 118 shall conform in all respects to the sign plan and criteria attached as **EXHIBIT 4** to the Original Declaration (the "Sign Criteria").
- (b) Any sign erected or installed anywhere on the Entire Parcel or Lot 118 shall conform to the local sign ordinances and is subject to obtaining any required governmental approvals and permits.

6. Paragraph 6.04 Parking Requirements. Paragraph 6.04 is deleted in its entirety and the following substituted therefore:

6.04 Parking Requirements. It is agreed that the parking ratio applicable to the Entire Parcel shall be determined in accordance with the applicable requirements of the City of La Vista.

7. Paragraph 6.08 Access Modification. Paragraph 6.08 is deleted in its entirety and the following substituted therefore:

6.08 Access Modification. No curb cuts or public highway access points shown on a Site Plan shall be altered, modified, vacated or discontinued in any manner whatsoever without the written approval of the City of La Vista.

8. Paragraph 6.09 Fire Rating Integrity. Paragraph 6.09 is hereby deleted in its entirety.

9. Paragraph 6.10 Common Area Promotions. Paragraph 6.10 is hereby deleted in its entirety.

10. Paragraph 11.02 Amendment. Paragraph 11.02 is hereby deleted in its entirety and the following substituted therefore:

11.02 Amendment. This Declaration may not be modified, terminated, or rescinded except by written instrument executed by at least sixty percent (60%) of the Owners' memberships determined in accordance with the Net Acres applicable for each Owner under the Association Document as of the date of such instrument. Any such Amendment shall be recorded in the Office of the Sarpy County Register of Deeds. Provided, however, no such amendments shall impose any materially greater obligation on, or materially impair any right of, the Owner of a Site (or owner of Lot 118), without the consent of the Owner of such Site (or Owner of Lot 118). Any amendments or modifications of this Declaration shall be superior to any and all liens, to the same extent as this Declaration, and to the same extent as if such amendment or modification had been executed and recorded concurrently herewith.

11. Reconfirm other Terms. All other terms and conditions of the Declaration are hereby reconfirmed, except to the extent they expressly conflict with the terms of this Third Amendment.

12. Defined Terms. All terms not otherwise defined herein shall have the meaning as set forth in the Declaration.

13. Counterparts. This Third Amendment may be executed in two or more counterparts, all of which shall, in the aggregate, be considered one and the same instrument.

(Signature Page Follows)

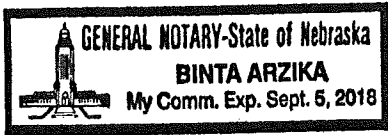
IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Declaration as of the day and year first above written.

L & B Properties, L.L.C.

By: [Signature] Larry Buland
Its: Managing Member

STATE OF NEBRASKA)
)ss
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 11th day of February, 2016 by LARRY GENE BULAND, on behalf of L & B Properties, L.L.C., a limited liability company.



[Signature]
Notary Public

One Mayfair Place, L.L.C.,

By: _____
Its: _____

STATE OF NEBRASKA)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016 by _____, on behalf of One Mayfair Place, L.L.C., a limited liability company.

Notary Public

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Declaration as of the day and year first above written.

L & B Properties, L.L.C.

By: _____
Its: _____

STATE OF NEBRASKA)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016 by _____, on behalf of L & B Properties, L.L.C., a limited liability company.

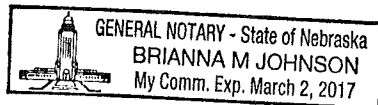
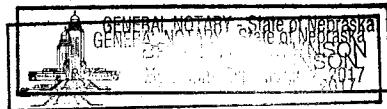
Notary Public

One Mayfair Place, L.L.C.,

By: Charles R. Clatterback
Its: Member
CHARLES R. CLATTERBUCK

STATE OF NEBRASKA)
)ss
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 28th day of march, 2016 by Charles R Clatterback, on behalf of One Mayfair Place, L.L.C., a limited liability company.



Brianna M Johnson
Notary Public

Thomas E. Lewis and Tonya D. Lewis

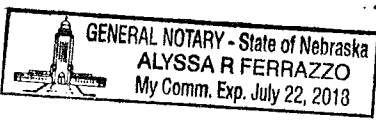
Thomas E. Lewis
Thomas E. Lewis

Tonya D. Lewis
Tonya D. Lewis

STATE OF NEBRASKA)
)ss
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 22nd day of March, 2016 by Thomas E. Lewis and Tonya D. Lewis, each in his or her own right.

Alyssa Ferrazzo
Notary Public



Lazlo's LaVista Property Holdings
L.L.C.

By: _____
Its: _____

STATE OF NEBRASKA)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016 by _____, on behalf of Lazlo's LaVista Property Holdings, L.L.C., a limited liability company.

Notary Public

Harwood Pizza Building, L.L.C.

By: _____
Its: _____

Thomas E. Lewis and Tonya D. Lewis

Thomas E. Lewis

Tonya D. Lewis

STATE OF NEBRASKA)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by Thomas E. Lewis and Tonya D. Lewis, each in his or her own right.

Notary Public

Lazlo's LaVista Property Holdings
L.L.C.

By: Angela Tucci
Its: Member
 ANGELA TUCCI

STATE OF NEBRASKA)
)ss
COUNTY OF Lancaster)

The foregoing instrument was acknowledged before me this 19th day of February, 2016 by Angela Tucci, on behalf of Lazlo's LaVista Property Holdings, L.L.C., a limited liability company.

State of Nebraska - General Notary
AMY JO HUSS
My Commission Expires
September 12, 2019

Amy Jo Huss

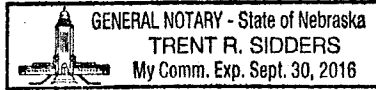
Notary Public

Harwood Pizza Building, L.L.C.

By: _____
Its: _____

STATE OF NEBRASKA)
)ss
COUNTY OF Sully)

The foregoing instrument was acknowledged before me this 18th day of March, 2016 by Jeff Harwood, on behalf of Harwood Pizza Building, L.L.C., a limited liability company.



Trent R. Sidders
Notary Public

Giles Investors, L.L.C.

By: _____
Its: _____

STATE OF NEBRASKA)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016 by _____, on behalf of Giles Investors, L.L.C., a limited liability company.

Notary Public

Theresa Corp.

By: _____
Its: _____

STATE OF NEBRASKA)
)ss
COUNTY OF _____)

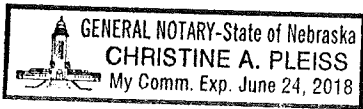
The foregoing instrument was acknowledged before me this ___ day of _____, 2016 by _____, on behalf of Theresa Corp.

Notary Public

STATE OF NEBRASKA)
)ss
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 22nd day of March, 2016 by DAVID WEIST, on behalf of ~~Harwood Pizza Building, L.L.C.~~ Giles Investors LLC, a limited liability company.

Christine A Pleiss
Notary Public



Giles Investors, L.L.C.

By: [Signature]
Its: President
DAVID WEIST

STATE OF NEBRASKA)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016 by _____, on behalf of Giles Investors, L.L.C., a limited liability company.

Notary Public

Theresa Corp.

By: _____
Its: _____

STATE OF NEBRASKA)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016 by _____, on behalf of Theresa Corp.

Notary Public

STATE OF NEBRASKA)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016 by _____, on behalf of Harwood Pizza Building, L.L.C., a limited liability company.

Notary Public

Giles Investors, L.L.C.

By: _____
Its: _____

STATE OF NEBRASKA)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016 by _____, on behalf of Giles Investors, L.L.C., a limited liability company.

Notary Public

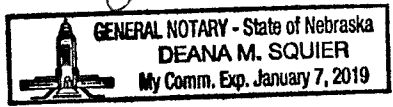
Theresa Corp.

By: Theresa Thibodeau
Its: Owner
TERESA THIBODEAU

STATE OF NEBRASKA)
)ss
COUNTY OF Sarpy

The foregoing instrument was acknowledged before me this 11th day of March, 2016 by Theresa Thibodeau, on behalf of Theresa Corp.

Deana M. Squier
Notary Public

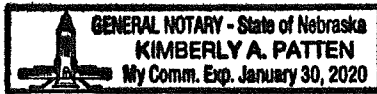


Alegent Health

By: *Jeanette Wojtalewicz*
Its: SVP-CFO
JEANETTE WOJTALEWICZ

STATE OF NEBRASKA)
)ss
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 10 day of March, 2016 by Jeanette Wojtalewicz, on behalf of Alegent Health, a SVP, CFO.



Kimberly A. Patten
Notary Public

Five Points Bank

By: _____
Its: _____

STATE OF NEBRASKA)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016 by _____, on behalf of Five Points Bank, a _____.

Notary Public

Alegent Health

By: _____
Its: _____

STATE OF NEBRASKA)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016 by _____, on behalf of Alegent Health, a _____.

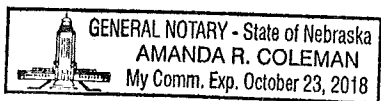
Notary Public

Five Points Bank

By: *Tom Kelly*
Its: CEO
TOM KELLY

STATE OF NEBRASKA)
)ss
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 20 day of March, 2016 by Tom Kelly, on behalf of Five Points Bank, a Nebraska State Bank.



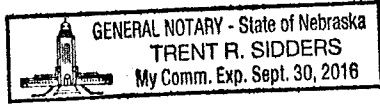
Amanda R. Coleman
Notary Public

PAI Management, L.L.C.

By: Thomas S. Lentz
Its: MANAGER
THOMAS S. LENTZ

STATE OF NEBRASKA)
)ss
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 15th day of March, 2016 by Thomas S. Lentz, on behalf of PAI Management, L.L.C., a limited liability company.



Trent R. Sidders
Notary Public

J & J Properties

By: _____
Its: _____

STATE OF NEBRASKA)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016 by _____, on behalf of J & J Properties.

Notary Public

PAI Management, L.L.C.

By: _____

Its: _____

STATE OF NEBRASKA)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016 by _____, on behalf of PAI Management, L.L.C., a limited liability company.

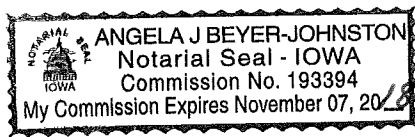
Notary Public

J & J Properties ^{AKA} RJ & AJ Properties LLC

By: Richard J. Johansen
Its: Manager

Iowa
STATE OF NEBRASKA)
)ss
COUNTY OF Story)

The foregoing instrument was acknowledged before me this 28 day of March, 2016 by Richard J. Johansen, on behalf of J & J Properties, AKA RJ & AJ Properties LLC



Angela J. Beyer Johnston
Notary Public

EXHIBIT 1

Legal Description

Parcel 1

Lot 11A, Mayfair 2nd Addition, Replat One, a Subdivision as surveyed, platted and recorded, Sarpy County, Nebraska.

Parcel 2

Lot 2, Mayfair 2nd Addition Replat Five, a Subdivision in Sarpy County, Nebraska.

Parcel 3

Lot 1, Mayfair 2nd Addition, Replat 5, a subdivision located in the southeast quarter of Section 16, Township 14N, Range 12E of the 6th PM, Sarpy County, Nebraska.

Parcel 4

Lot 2, Mayfair 2nd Addition Replat Three, Being a Replat of Lot 10B, Mayfair 2nd Addition Replat One, Located in the Southeast One-Quarter of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

Parcel 5

Lot 1, Mayfair 2nd Addition Replat One, a Subdivision in Sarpy County, Nebraska.

Parcel 6

Lot 2, Mayfair 2nd Addition Replat One, a Subdivision in Sarpy County, Nebraska.

Parcel 7

Lot 3, Mayfair 2nd Addition Replat One, a Subdivision in Sarpy County, Nebraska.

Parcel 8

Lot 4B, Mayfair 2nd Addition Replat One, a Subdivision in Sarpy County, Nebraska.

Parcel 9

Lot 1, Mayfair 2nd Addition Replat Four, a Subdivision in Sarpy County, Nebraska.

Parcel 10

Lot 2, Mayfair 2nd Addition Replat Six, a Subdivision in Sarpy County, Nebraska.

Parcel 11

Lot 1, Mayfair 2nd Addition Replat Six, a Subdivision in Sarpy County, Nebraska.

Parcel 12

Lot 9A, Mayfair 2nd Addition Replat Two, a Subdivision in Sarpy County, Nebraska.

4846-5507-4348, v. 2