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AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS

THIS AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS ~~made and~~ entered into this 27 day of July, 1992, by and between DUCHESNE COLLEGE AND CONVENT OF THE SACRED HEART ("Duchesne"), and DEVELOPERS CONSOLIDATED, INC., ("Developer").

RECITALS

Developer and Duchesne entered into a Declaration of Restrictions and Covenants on or about October 11, 1984, which is recorded at Book 721, Page 740, of the Miscellaneous Records of Douglas County, Nebraska ("Declaration"). Duchesne and Developer (collectively "Declarants") desire to amend the Declaration as set forth herein.

Under the terms of the Declaration it may be amended with the written consent of Bloomfield Hills Professional Park Condominium Association ("Park Association"), Bloomfield Hills Townhomes Property Regime ("Regime"), the Summit Condominium Association ("Summit") or their respective successors or assigns and further consents of Jack and Frances Jensen (collectively "Jensen") and Mary Ellen and James F. Johnson (collectively "Johnson") or their successors in title to Lots 10 and 11, Bloomfield Hills Addition. Park Association, Regime, Summit, Johnson and Jensen are herein referred to as consenting parties ("Consenting Parties").

The Declarants desire to amend the Declaration as follows and agree that the Subject Property as defined in the Declaration shall be held, used, sold and conveyed subject to the restrictions in the Declaration as amended by this Amendment to Declaration of Restrictions and Covenants ("Amendment"), as follows:

1. Paragraph 1 is hereby deleted in its entirety and the following substituted in its stead:

LM CASH 28089 BK 1098 R 16-15-12 FB 58-03905
TYPE MISC PG 471-482 CTO 070 COMP PL SCAN PL
FEE 9600 OF MISC LEGL PG 483 MC FV

1. These Covenants shall apply to the Subject Property as and to the extent hereinafter described, and shall be effective as to Phase I and II respectively at such time as title to each such parcel is received by Developers Consolidated, Inc., or Regency Retirement Residence of Omaha, Inc., its successors, assigns, or any person, corporation, or entity directly or indirectly related to Developers Consolidated, Inc. or Regency Retirement Residence of Omaha, Inc. The covenants shall run with the land, and once applicable to each such parcel, shall thereafter be binding upon the then property owners and all parties acquiring in the future any right, title or interest in the Subject Property, commencing with the effective date as to each parcel and continuing until 25 years after date of filing of these Covenants of Records in the Office of the Register of Deeds of Douglas County, Nebraska, or as otherwise terminated as provided in this Agreement.

2. Paragraph 4b.ii. is hereby deleted in its entirety and the following substituted in its stead:

ii. As construction commences on the Subject Property, a fence will be constructed along the west property line which will match as closely as reasonably possible the existing fence bordering the Subject Property on the North, or at the option of the then owner of the Subject Property, a fence of approximately six foot in height and constructed of cedar may be employed. Landscaping shall be in conformity with the plan attached hereto as Exhibit A, which plan is incorporated by reference herein and made a part hereof, and dated April 29, 1992.

3. Paragraph 4c.i. is hereby deleted in its entirety and the following substituted in its stead:

i. Areas which with respect to the Declaration were originally designated and zoned R-9 and P-1 (now, L-0 and P-1) will be restricted to use as professional offices and related parking, offices for medical doctors, dentists, osteopaths, optometrists, podiatrists, chiropractors, attorneys, accountants, architects, engineers or like uses. Additionally, the property described in this subparagraph may be used for middle income retirement housing for persons generally sixty-two (62) years of age and greater.

4. Paragraph 4d i, ii and iii is hereby deleted in its entirety and the following substituted in its stead:

Trees and shrubbery will be installed as construction commences in conformity to Exhibit A dated April 29, 1992.

5. Paragraph 4e.i. is hereby deleted in its entirety and the following substituted in its stead:

Roofs shall be covered with the material designated in the Declaration or Celotex Dimensional Shake Shingles, a Class "A" fire rated material. The roof line will be in conformity with the plan labeled Exhibit A dated April 29, 1992, and, where appropriate, shall utilize a flat roof membrane in the areas shown on said Exhibit. The pitch of the roof will be no greater than 4 x 12.

6. Paragraph 4e.i. is hereby deleted in its entirety and the following substituted in its stead:

No building shall exceed two (2) stories in height; provided, however, that areas of the improvements to be constructed on the Subject Property that can be three (3) stories in height may be constructed in the area all as shown on Exhibit A dated April 29, 1992.

7. Paragraph 4e.iii. is hereby deleted in its entirety and the following substituted in its stead:

The exterior walls of the buildings will be surfaced primarily with brick and glass. As used in this paragraph 4e.iii., "primarily" is defined to mean more than fifty percent (50%) of the exterior wall surfaces.

8. Paragraph 4g. is hereby deleted in its entirety and the following substituted in its stead:

If substantial contracts for the commencement of construction of a middle income retirement housing project have not been entered into or if no action has been commenced to construct said middle income retirement housing project on or before September 1, 1994, application may be made by any beneficiary hereof and the City Planning Board will be authorized to revert the zoning of the property to its zoning status as it existed April 1, 1992. After the effective date of such reversion of zoning, an affidavit will be filed of record with the Register of Deeds of Douglas County, Nebraska, by any beneficiary evidencing action taken and the date thereof and the effective date of such filing of the affidavit with the Register of Deeds, all covenants and restrictions delineated only in this amendment shall expire and be of no further force and effect.

Except as specified in this Amendment the Declaration is hereby reaffirmed and ratified.

It is contemplated by the parties hereto that each will execute this Amendment by the execution of multiple signature pages hereto. This Amendment with all such signature pages attached shall constitute the Amendment.

The Consenting Parties by affixing their signature hereto give their consent to this Amendment.

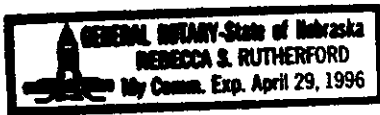
075003692/o5.1-.2

BLOOMFIELD HILLS TOWNHOMES
PROPERTY REGIME

By David W. Bouda
Title President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on July 27,
1992, by David W. Bouda of Bloomfield Hills Townhomes
Property Regime.




Rebecca S. Rutherford
Notary Public

SUMMIT CONDOMINIUM ASSOCIATION

By Robert W. Gork
Title President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on 9-1-92,
1992, by Kathleen S. Salyards of Summit Condominium Association.

A rectangular notary seal stamp for Kathleen S. Salyards, General Notary for the State of Nebraska. The seal includes a small graphic of a notary gavel and the text: "GENERAL NOTARY-State of Nebraska", "KATHLEEN S. SALYARDS", and "My Comm. Exp. June 13, 1995".

Notary Public

THIS LETTER TO THE AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS is made this 1 day of Sept, 1992, by and between Regency Retirement Residence of Omaha, Inc. (Regency) and Summit Condominium Association (Summit).

The following is in reference to The Amendment To Declaration of Restrictions and Covenants, Item #2, specifically referencing Paragraph 4b.i.i. of the Declaration of Restrictions and Covenants, dated October 11, 1984.

In addition to the fence to be constructed along the west property line, upon mutual consent of the parties as construction commences on the Subject Property, said fence to be constructed may be extended to run along the north property line of the site, at Summit's request, with Regency paying for same.

The consenting parties, by affixing their signatures hereto, give their consent to this letter.

REGENCY RETIREMENT RESIDENCE
OF OMAHA, INC

By: [Signature]

Its: Agent East Corporation

SUMMIT CONDOMINIUM
ASSOCIATION

By: [Signature]

Its: President

Jack Jensen
JACK JENSEN
Frances Jensen
FRANCES JENSEN

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on June 17, 1992, 1992, by Jack and Frances Jensen, husband and wife.



Alta Greer Empkey
Notary Public

Mary Ellen Johnson

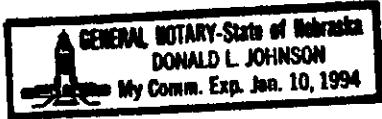
MARY ELLEN JOHNSON

James F. Johnson

JAMES F. JOHNSON

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on 6-12, 1992, by Mary Ellen and James F. Johnson, husband and wife.



Donald Johnson

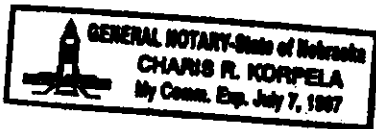
Notary Public

DEVELOPERS CONSOLIDATED, INC.

By _____
Title _____ 8/3-93

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me on August 3, 1993, by Michael L. Day, of Developers Consolidated, Inc., on behalf of the corporation.



Charis R Korpela
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

9802 Nicholas Street Limited
Partnership, a Nebraska Limited
partnership

By: Developers Consolodated Inc., a
Nebraska corporation, sole
general partner

By: Michael L. Day, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on August 3, 1993, by Michael L. Day, President of the corporation, on behalf of 9802 Nicholas Street Limited Partnership.

Charis R Korpela



Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

AGREEMENT TO AMENDMENT TO DECLARATIONS OF RESTRICTIONS AND COVENANTS

Duchesne College and Convent of the Sacred Heart does hereby consent and agree to the Amendment to Declarations of Restrictions and Covenants dated July 27, 1992 consisting of four pages in length. Each page signed by a duly authorized representative of Duchesne.

DUCHESNE COLLEGE AND CONVENT OF THE SACRED HEART

8/2/93
Date

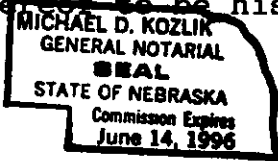
John Reed, President, Board of Trustees

Aug 2, 1993
Date

Sister Jan Dunn, Head of School

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

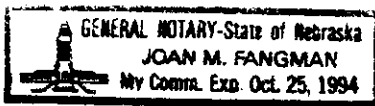
On this 2 day of AUGUST, 1993, before me a notary public in and for said state, personally came John Reed, to me known to be the identical person who signed the foregoing document, and acknowledged the execution thereof to be his voluntary act and deed.



Michael D Kozlik
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 2 day of August, 1993, before me a notary public in and for said state, personally came Sister Jan Dunn, to me known to be the identical person who signed the foregoing document, and acknowledged the execution thereof to be her voluntary act and deed.



Joan M. Fangman
Notary Public

SE 1/4 NE 1/4
No. 1000

Phase I:

Legal Description:

That part of the East one-half of Section 16, T15N, R12E of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the East quarter corner of said Section 16; thence S00°04'07"E (assumed bearing) on the East line of said Section 16, 330.00 feet to a point on the Easterly extension of the North line of Nicholas Street, thence S89°57'16"W on the North line of Nicholas Street and its Easterly and Westerly extension, 893.92 feet to the point of beginning; thence continuing S89°57'16"W on the Westerly extension of the North line of Nicholas, 427.21 feet to the West line of the NE 1/4 of said Section 16; thence North on the West line of the NE 1/4 of the SE 1/4 of said Section 16, 509.77 feet (measured) 510.00 feet (recorded); thence N89°56'04"E, 427.21 feet; thence South on a line 427.21 feet East of and parallel to the West line of the NE 1/4 of the SE 1/4 of said Section 16, 509.92 feet (measured), 510.00 feet (recorded) to the point of beginning. (Containing 5.00 Acres more or less).

Phase II:

Legal Description:

That part of the East 1/4 of Section 16, T15N, R12E of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the East 1/4 corner of said Section 16, thence South 00°04'07"E (assumed bearing) on the East line of said Section 16, 330.00 feet to a point on the Easterly extension of the North line of Nicholas Street; thence S89°57'16"W, on the North line of Nicholas Street and its Easterly and Westerly extension, 468.60 feet to the point of beginning; thence continuing S89°57'16"W on the North line of Nicholas Street and its Westerly extension, 425.32 feet; thence North on a line 427.21 feet East of and parallel to the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 16, 509.92 feet (measured) 510.00 feet (recorded); thence North 89°56'04"E, 424.71 feet; thence South 00°04'07"E on a line 468.60 feet West of and parallel to the East line of said Section 16, 510.07 feet (measured) 510.00 feet (recorded) to the point of beginning. (Containing 4.98 Acres more or less).

John L. ... Professional Park
Carlo

12-2000
End dated copy

AMENDMENT TO DECLARATION OF
RESTRICTIONS AND COVENANTS

THIS AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS made and entered into this 27 day of July, 1992, by and between DUCHESNE COLLEGE AND CONVENT OF THE SACRED HEART ("Duchesne"), and DEVELOPERS CONSOLIDATED, INC., ("Developer").

RECITALS

Developer and Duchesne entered into a Declaration of Restrictions and Covenants on or about October 11, 1984, which is recorded at Book 721, Page 740, of the Miscellaneous Records of Douglas County, Nebraska ("Declaration"). Duchesne and Developer (collectively "Declarants") desire to amend the Declaration as set forth herein.

Under the terms of the Declaration it may be amended with the written consent of Bloomfield Hills Professional Park Condominium Association ("Park Association"), Bloomfield Hills Townhomes Property Regime ("Regime"), the Summit Condominium Association ("Summit") or their respective successors or assigns and further consents of Jack and Frances Jensen (collectively "Jensen") and Mary Ellen and James F. Johnson (collectively "Johnson") or their successors in title to Lots 10 and 11, Bloomfield Hills Addition. Park Association, Regime, Summit, Johnson and Jensen are herein referred to as consenting parties ("Consenting Parties").

The Declarants desire to amend the Declaration as follows and agree that the Subject Property as defined in the Declaration shall be held, used, sold and conveyed subject to the restrictions in the Declaration as amended by this Amendment to Declaration of Restrictions and Covenants ("Amendment"), as follows:

1. Paragraph 1 is hereby deleted in its entirety and the following substituted in its stead:

Jan Dunning

1. These Covenants shall apply to the Subject Property as and to the extent hereinafter described, and shall be effective as to Phase I and II respectively at such time as title to each such parcel is received by Developers Consolidated, Inc., or Regency Retirement Residence of Omaha, Inc., its successors, assigns, or any person, corporation, or entity directly or indirectly related to Developers Consolidated, Inc. or Regency Retirement Residence of Omaha, Inc. The covenants shall run with the land, and once applicable to each such parcel, shall thereafter be binding upon the then property owners and all parties acquiring in the future any right, title or interest in the Subject Property, commencing with the effective date as to each parcel and continuing until 25 years after date of filing of these Covenants of Records in the Office of the Register of Deeds of Douglas County, Nebraska, or as otherwise terminated as provided in this Agreement.

2. Paragraph 4b.ii. is hereby deleted in its entirety and the following substituted in its stead:

ii. As construction commences on the Subject Property, a fence will be constructed along the west property line which will match as closely as reasonably possible the existing fence bordering the Subject Property on the North, or at the option of the then owner of the Subject Property, a fence of approximately six foot in height and constructed of cedar may be employed. Landscaping shall be in conformity with the plan attached hereto as Exhibit A, which plan is incorporated by reference herein and made a part hereof, and dated April 29, 1992.

3. Paragraph 4c.i. is hereby deleted in its entirety and the following substituted in its stead:

i. Areas which with respect to the Declaration were originally designated and zoned R-9 and P-1 (now, L-0 and P-1) will be restricted to use as professional offices and related parking, offices for medical doctors, dentists, osteopaths, optometrists, podiatrists, chiropractors, attorneys, accountants, architects, engineers or like uses. Additionally, the property described in this subparagraph may be used for middle income retirement housing for persons generally sixty-two (62) years of age and greater.

4. Paragraph 4d i, ii and iii is hereby deleted in its entirety and the following substituted in its stead:

Trees and shrubbery will be installed as construction commences in conformity to Exhibit A dated April 29, 1992.

Jan Dunning

5. Paragraph 4e.i. is hereby deleted in its entirety and the following substituted in its stead:

Roofs shall be covered with the material designated in the Declaration or Celotex Dimensional Shake Shingles, a Class "A" fire rated material. The roof line will be in conformity with the plan labeled Exhibit A dated April 29, 1992, and, where appropriate, shall utilize a flat roof membrane in the areas shown on said Exhibit. The pitch of the roof will be no greater than 4 x 12.

6. Paragraph 4e.i. is hereby deleted in its entirety and the following substituted in its stead:

No building shall exceed two (2) stories in height; provided, however, that areas of the improvements to be constructed on the Subject Property that can be three (3) stories in height may be constructed in the area all as shown on Exhibit A dated April 29, 1992.

7. Paragraph 4e.iii. is hereby deleted in its entirety and the following substituted in its stead:

The exterior walls of the buildings will be surfaced primarily with brick and glass. As used in this paragraph 4e.iii., "primarily" is defined to mean more than fifty percent (50%) of the exterior wall surfaces.

8. Paragraph 4g. is hereby deleted in its entirety and the following substituted in its stead:

If substantial contracts for the commencement of construction of a middle income retirement housing project have not been entered into or if no action has been commenced to construct said middle income retirement housing project on or before September 1, 1994, application may be made by any beneficiary hereof and the City Planning Board will be authorized to revert the zoning of the property to its zoning status as it existed April 1, 1992. After the effective date of such reversion of zoning, an affidavit will be filed of record with the Register of Deeds of Douglas County, Nebraska, by any beneficiary evidencing action taken and the date thereof and the effective date of such filing of the affidavit with the Register of Deeds, all covenants and restrictions delineated only in this amendment shall expire and be of no further force and effect.

Jan Dunn
Secretary

Except as specified in this Amendment the Declaration is hereby reaffirmed and ratified.

It is contemplated by the parties hereto that each will execute this Amendment by the execution of multiple signature pages hereto. This Amendment with all such signature pages attached shall constitute the Amendment.

The Consenting Parties by affixing their signature hereto give their consent to this Amendment.

075003692/o5.1-.2

Jan Gunnison

Bloomfield Forum
 98th and Nicholas Street
 Omaha, Nebraska

AVANT ARCHITECTS



PLANNING • ARCHITECTURE • INTERIORS

402-542-8411
 3417 North 128th Street Omaha, Nebraska 68134

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Date: APR 28, 1997 Document No: ESSBFLD
 Project No: _____
 Revision: _____
 Drawn: _____
 Date: _____

A11

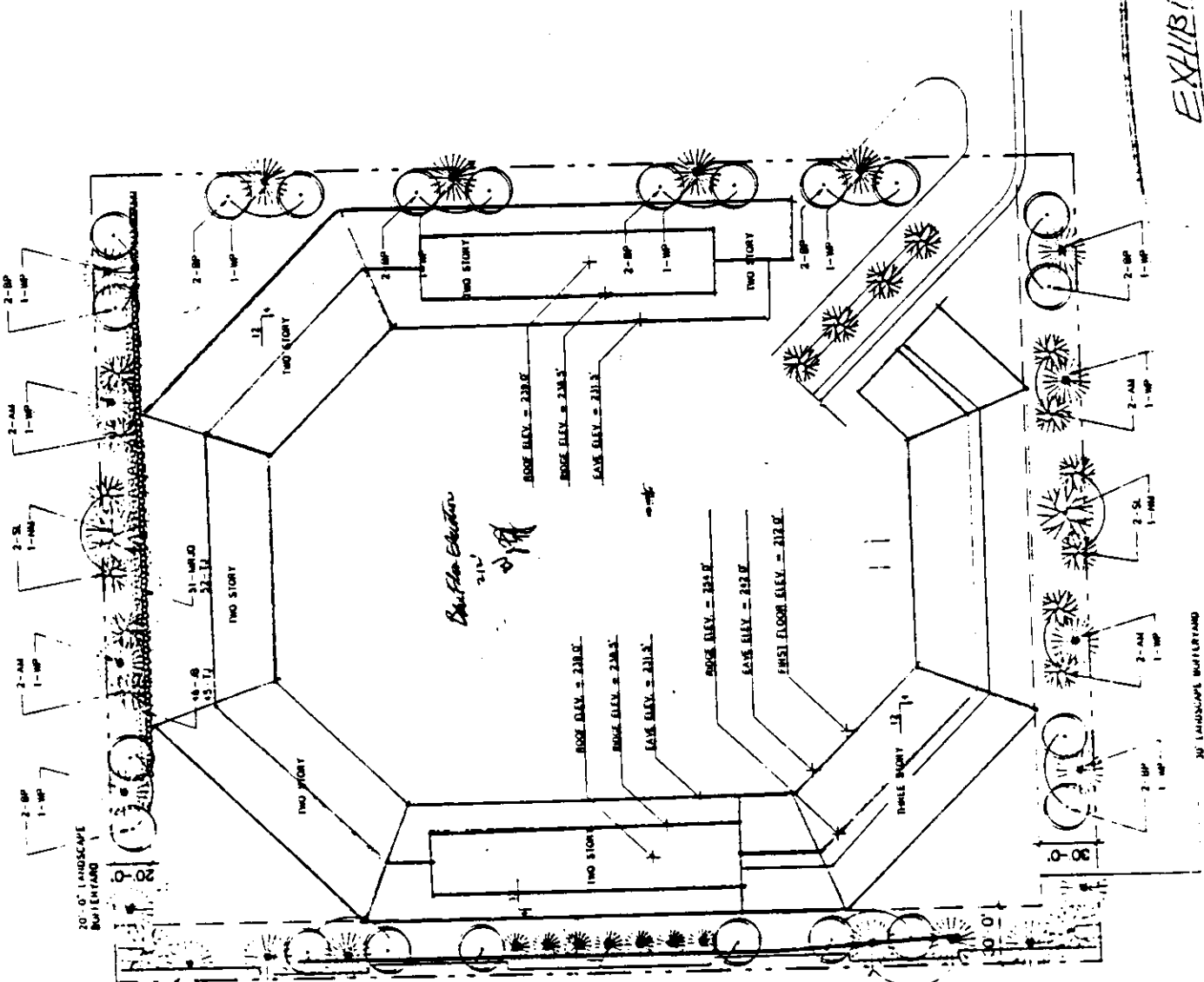


EXHIBIT "A"
Bill Kelly for Omaha Park
James [unclear]
 2/28/97
 12377 SPECTRAL

Site Plan

- 1 - APPLE SERVICEMINT
- 1 - JAPANESE FERN
- 2 - JAPANESE FERN
- 2 - ANGOR MAPLE
- 20' x 4' Ground
- 1 - APPLE SERVICEMINT
- LOT 10
- 7 - RED CEDAR
- 1 - APPLE SERVICEMINT
- 2 - ANGOR MAPLE
- 2 - JAPANESE FERN
- 1 - JAPANESE FERN
- 1 - APPLE SERVICEMINT