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REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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MODIFICATION AGREEMENT MODIFYING PERPETUAL EASEMENT

This Modification Agreement is made this 19th day of June, 2000, by and between Michael J. Anderson, a single person, and Anita K. Down, a single person, Steven R. Stapp and Kristen L Stapp, husband and wife, David A. Jenkins and Dorothy M. Jenkins, husband and wife, and Steven C. Pirner and Julie A. Pirner, husband and wife.

WHEREAS, the undersigned are all of the property owners that currently own Lots 1 through 4, inclusive, and Outlot 1, all located in Arrowhead Acres, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

WHEREAS, Outlot 1 of Arrowhead Acres is subject to a Perpetual Easement for ingress and egress and for installing and maintaining utility services to Lots 1 through 4, inclusive, in Arrowhead Acres, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, which was dated November 21, 1995, and which was recorded in the office of Register of Deeds of Douglas County, Nebraska, at Miscellaneous Book 1162 at Page 494 on November 30, 1995 (hereafter "the Perpetual Easement").

AND WHEREAS, the parties hereto desire to modify Paragraph 3 of the Perpetual Easement by terminating the obligation of owners of Tracts 3 through 6, inclusive, to equally divide the cost of installing and maintaining utilities, including but not limited to gas, water and electricity, to Tracts 3 through 6. The parties hereto further desire to substitute a new Paragraph 3 that is set forth herein for the Paragraph 3 that is contained in the Perpetual Easement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree to modify the Perpetual Easement as follows:

1. The obligations of the owners of Tracts 3 through 6, inclusive, to equally divide the cost of installing and maintaining utilities, including but not limited to gas, water, and electricity, to each Tract is hereby terminated. The owner of each Tract has been and shall continue to be solely responsible for the costs of installing and maintaining utilities, including but not limited to gas, water, and electricity, to his own Tract. Under no circumstances shall the owner of one Tract have any obligation to contribute to the cost of installing or maintaining utilities including but not limited to gas, water, and electricity, to any other Tract.
2. The following language shall be substituted for Paragraph 3 of the Perpetual Easement:

The real estate described in Tracts 3 through 6 (now known as Lots 1 through 4,

#16 72789

inclusive, Arrowhead Acres, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded) shall be encumbered with a lien for one-fourth (1/4) of the cost for the repair, upkeep, replacement and maintenance of the road, the embankment for the road, and the land located within the easement area. Repair upkeep, replacement and maintenance shall include, but not be limited to, snow removal for the road and erosion control for the road and the embankment for the road. The real estate taxes for Outlot 1, Arrowhead Acres, and the cost of the repair, upkeep, replacement and maintenance of the road, the embankment for the road, and the land located within the easement area, shall be born equally by the record owners of Tracts 3 through 6 (now known as Lots 1 through 4, inclusive, Arrowhead Acres, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded). Tract 2 is not part of Arrowhead Acres and shall not be assessed any costs in regards to the repair, upkeep, replacement and maintenance of the road, the embankment for the road, and the land located within the easement area.

- 3. The undersigned hereby ratify and affirm all other provisions of the Perpetual Easement that are not specifically modified, terminated or replaced herein.

By: [Signature]
Michael J. Anderson

By: [Signature]
Anita K. Down

By: [Signature]
Steven R. Stapp

By: [Signature]
Kristen L Stapp

By: [Signature]
David A. Jenkins

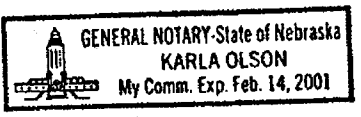
By: [Signature]
Dorothy M. Jenkins

By: [Signature]
Steven C. Pirner

By: [Signature]
Julie A. Pirner

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on March 26, 2000 ^{KO}, 1999, by Michael J. Anderson, a single person.



[Signature]
Notary Public

STATE OF NEBRASKA)
)
) SS
COUNTY OF DOUGLAS)

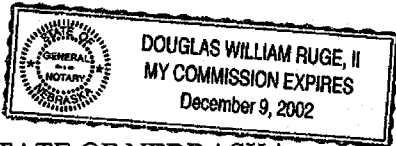
The foregoing instrument was acknowledged before me on March 20, ²⁰⁰⁰ ~~1999~~, by Anita K. Down, a single person.



Karla Olson
Notary Public

STATE OF NEBRASKA)
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) SS
COUNTY OF DOUGLAS)

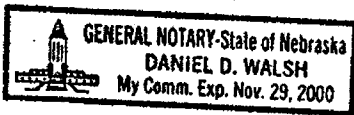
The foregoing instrument was acknowledged before me on Jan. 4th, ²⁰⁰⁰ 1999, by Steven R. Stapp and Kristen L. Stapp, husband and wife.



Douglas William Ruge II
Notary Public.

STATE OF NEBRASKA)
)
) SS
COUNTY OF DOUGLAS)

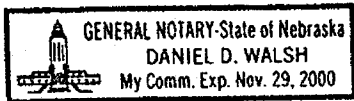
The foregoing instrument was acknowledged before me on January 19, ²⁰⁰⁰ ~~1999~~, by David A. Jenkins and Dorothy M. Jenkins, husband and wife.



Daniel Walsh
Notary Public

STATE OF NEBRASKA)
)
) SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on June 19, 1999, by Steven C. Pirner and Julie A. Pirner, husband and wife.



Daniel Walsh
Notary Public



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Stamp Tax

Date

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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
OF LOTS 1 THROUGH 4, ARROWHEAD ACRES

This Declaration executed on the date hereinafter set forth is made by the undersigned owners of Lots 1 through 4 and Outlot 1, all in Arrowhead Acres, Douglas County, Nebraska, hereinafter collectively referred to as "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Douglas County, Nebraska, and is described as follows: Lots 1 through 4, and Outlot 1, all in Arrowhead Acres, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. A true and correct copy of the plat of Arrowhead Acres is attached hereto marked as Exhibit "A" and incorporated herein by this reference.

Lots 1 through 4 are herein referred to collectively as the "Lots" and individually as each "Lot". "Lot" shall not include Outlot 1.

The Lots are situated in Arrowhead Acres, a primarily residential subdivision hereinafter referred to as "Arrowhead Acres".

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with said Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot or any part thereof, as is more fully described herein.

ARTICLE I
DEFINITIONS

1. "Association" shall mean and refer to Arrowhead Acres Homeowners Association, its successors and assigns.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
4. "Common Area" shall mean all real property (including the improvements thereto) owned

*Please return the original to
Daniel D. Walsh
13304 West Center Rd #222
Omaha, NE 68144*

- 3
- by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described as Outlot 1 on the final plat of Arrowhead Acres.
5. "Lot" shall mean and refer to any plot of land shown upon any recorded final plat of the Properties, including but not limited to the final plat of Arrowhead Acres, except and excluding Outlot 1 which is a Common Area.

ARTICLE II
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except Outlot 1 which shall be utilized as a common facility for Lots 1 through 4 for ingress and egress purposes.
2. No advertising signs or billboards shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than eight (8) square feet, advertising the lot as "For Sale".
3. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of 30 days shall be permitted on any Lot at any time. No junk vehicles shall be visibly stored, parked or abandoned on any Lot. No junk or rubbish shall be left exposed on the Lot.
4. All boats, campers, trailers, tractors, mobile homes, trucks exceeding a one ton weight registration, air craft, camper trucks, recreational vehicles (RVs) or similar chattel must be stored in enclosed structures. This paragraph 4 shall not apply to vehicles or equipment that are necessary for the construction of such dwelling or other improvements during the period of construction.
5. No garbage or trash can or container or fuel tank shall be permitted, unless completely screened from view, except for pick up purposes. No garden, lawn, or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility except when in actual use. A clothes line shall be permitted only in the rear yard of any Lot. Produce or vegetable gardens may be planted and maintained on any Lot.
6. Exterior lighting installed on any Lot shall either be indirect or such a controlled focus and intensity as not to disturb the residents of adjacent Lots.
7. No structure of a temporary character, carport, trailer, or shack shall be erected upon or used on any Lot at any time. No structure or dwelling shall be moved from outside Arrowhead Acres to any Lot unless 75% of the Owners of the four lots consent and approve the moving of the structure or dwelling prior to the structure or dwelling being moved on to the Lot.
8. All utility service lines from each lot line to the dwelling or other Improvement shall be underground.
9. No exterior television dish, radio antenna, or satellite receiving dish that is larger than two feet shall be permitted. No exterior solar heating devices of any sort shall be permitted on the roof of any structure, but exterior solar heating will be permitted provided it is no larger than seven square feet.
10. Construction of any improvement shall be completed within two years from the date of commencement of construction.

11. Stable and shelter for horses shall be permitted.
12. Each residence on each lot shall have a minimum finished square footage of 2300 square feet on the main floor unless 75% of the Owners of the four lots consent and approve of a lesser amount.

ARTICLE III PROPERTY RIGHTS

13. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
 - (a) the right of the Association to dedicate or transfer all or any part of the Common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument to such dedication or transfer signed by seventy-five percent (75%) of the Lot Owners has been recorded.
2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.
2. The Association shall have one class of voting membership:
 - Class A. Class A members shall be all Owners, who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his

- successors in title unless expressly assumed by them.
2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, particularly the maintenance of the road that is located on Outlot 1, which specifically includes but is not limited to snow removal.
 3. Annual Assessment. The Board of Directors of the Association must fix the annual assessment at an amount which shall be sufficient to maintain the road that is located in Outlot 1.
 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of seventy-five percent (75%) of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose.
 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast seventy-five percent (75%) of all the Lot Owners shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.
 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.
 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.
 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use


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- of the Common Area or abandonment of his Lot.
9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI
GENERAL PROVISIONS

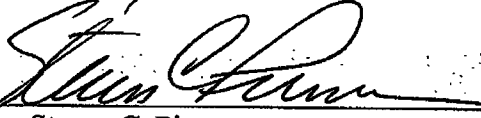
1. Enforcement. The Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.
3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by not less than seventy-five (75%) of the Lot Owners. Any amendment must be recorded.
4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of seventy-five percent (75%) of the Lot Owners.


IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hand and seal this 6th day of November, 1998.

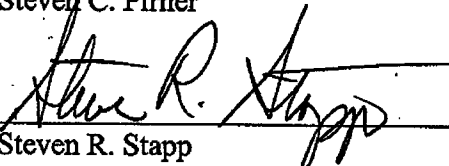
DECLARANTS:

By: 
Michael J. Anderson

By: 
Anita K. Down

By: 
Steven C. Pirner

By: 
Julie A. Pirner

By: 
Steven R. Stapp

By: 
Kristen L. Stapp

David and Dorothy Jenkins, Trustees of the David and Dorothy Jenkins Charitable Remainder

Unitrust

By: David Jenkins
David Jenkins, Trustee

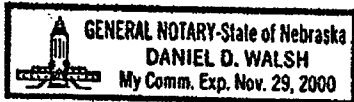
By: Dorothy Jenkins
Dorothy Jenkins, Trustee

By: David A. Jenkins
David A. Jenkins

By: Dorothy M. Jenkins
Dorothy M. Jenkins

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

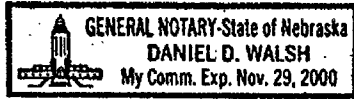
The foregoing instrument was acknowledged before me on November 6, 1998, by Michael J. Anderson, a single person.



Daniel Walsh
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

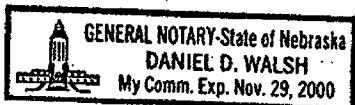
The foregoing instrument was acknowledged before me on November 6, 1998, by Anita K. Down, a single person.



Daniel Walsh
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on November 6, 1998, by Steven C. and Julie A. Pirner, husband and wife.

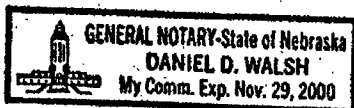


Daniel Walsh

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS

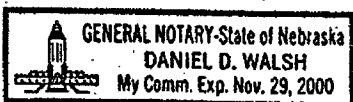
The foregoing instrument was acknowledged before me on November 6, 1998, by Steven R. Stapp and Kristen L. Stapp, husband and wife.



Daniel Walsh
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS

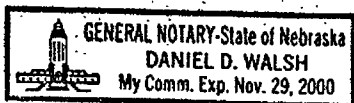
The foregoing instrument was acknowledged before me on November 6, 1998, by David and Dorothy Jenkins, Trustees of the David and Dorothy Jenkins Charitable Remainder Unitrust.



Daniel Walsh
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS

The foregoing instrument was acknowledged before me on November 6, 1998, by David A. Jenkins and Dorothy M. Jenkins, husband and wife.



Daniel Walsh
Notary Public