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Return To: Corey Spader
3716 Pacific St.
Omaha, NE 68105

Check Number

**SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR BEEBE & RUNYAN CONDOMINIUM**

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR BEEBE & RUNYAN CONDOMINIUM is made as of this 18th day of JUNE, 2009, by **BOCA DEVELOPMENT, LLC**, a Nebraska limited liability company (the "**Declarant**").

All of the capitalized terms in this Amendment shall have the same meaning as the meaning assigned to such terms in that certain Declaration of Condominium for Beebe & Runyan Condominium dated as of March 16, 2006, and recorded on March 16, 2006 as Document No. 2006 029801 in the office of the Register of Deeds of Douglas County, Nebraska (the "**Declaration**").

Recitals of Fact

A. Declarant is the declarant under the Declaration. The transfer of the management and control of the Common Areas, as defined in the Declaration, has not yet occurred.

B. Under the provisions of Section 14.14 of the Declaration, the Declarant is permitted to amend the Declaration under the conditions described therein, one of which relates to "circumstance which have changed" since the time the Declaration was recorded.

C. Certain circumstances have changed since the Declaration was recorded, *i.e.* the sales of Units in the Condominium have proceeded more slowly than anticipated due to unforeseen economic conditions. In order to provide a more solid financial footing for the Condominium, the Declarant wishes to make certain changes to the Declaration more fully set forth below. In addition, Declarant wishes to amend the Declaration to further clarify the terms thereof, particularly in light of the other amendments made herein, which is permitted in Section 14.14 of the Declaration.

Amendment

For the reasons stated above, Declarant hereby amends the Declaration as follows, all of such amendments to supersede any inconsistent provisions in the original Declaration:

1. **Substitution of New Exhibit "A"**. Developer hereby adopts a new Plat of the Condominium, which shall be filed on or about the same date as the date this Second Amendment is filed. A copy of the new Plat of Condominium is attached as **Exhibit "A"** hereof and is incorporated herein by this reference. Declarant hereby substitutes the **Exhibit "A"** which is attached to this Second Amendment for the exhibit which was attached to the original Declaration. The new **Exhibit "A"** shall supersede the prior exhibit in all respects.

2. **Reconfiguration of Units.** Declarant hereby reconfigures certain Units in the Condominium in accordance with the new Plat of Condominium as shown on **Exhibit "A"**. In particular, the new Plat of Condominium designates Units 309 and 310 on the Third Floor of the Condominium, as more particularly shown on **Exhibit "A"**. The Common Areas of the Condominium shall be reduced by the space which is taken by the Units 309 and 310, and such space shall no longer be a part of the Common Areas of the Condominium.

3. **Use of Units 309 and 310.** Developer hereby imposes the following special use restrictions which shall affect only Units 309 and 310: Units 309 and 310 shall be permitted (but not required) to be used for commercial purposes, so long as such purposes do not unreasonably interfere with the primarily residential character of the Condominium as a whole. All commercial uses shall be in full compliance with the codes, regulations and ordinances of the City of Omaha and the County of Douglas, to the extent applicable, and the users of Units 309 and 310 shall be required to comply with all applicable laws, regulations, rules, orders and requirements applicable to their activities. This provision shall specifically supersede Section 4.01(a) of the Declaration and any other provisions of the Declaration restricting Units to residential use, but only as to Units 309 and 310 and shall not affect any such restriction as to the other Units.

4. **Parking.** None of the users of the Units 309 and 310 shall be involved in businesses which cause an undue amount of customer traffic so as to unduly burden the parking spaces in the Condominium or the access to such spaces by Owners of the Units or their guests or invitees, in the ordinary course of their residential use of their Units. Commercial vehicles in the nature of delivery vans and the like shall be permitted in the general surface parking area adjacent to the Condominium, but shall not be permitted in the covered parking areas of the Condominium other than on a temporary basis. This provision shall specifically supersede Section 4.01(s) of the Declaration and any other provisions of the Declaration relating to parking, but only as to the surface parking spaces adjacent to the ground floor of the Building, and shall not affect any such restriction as to the other parking areas.

5. **Rental of Units 309 and 310.** Declarant and any future Owners of Units 309 and 310 shall be permitted to lease or rent Units 309 and 310 for commercial purposes consistent with the provisions of this Amendment, and there shall be no restrictions upon the length of lease terms or any other terms or conditions pertaining to such leases. This provision shall specifically supersede Section 4.01(v) of the Declaration and any other provisions of the Declaration restricting the leasing of Units, but only as to Units 309 and 310 and shall not affect any such restriction as to the other Units.

6. **Signage.** The users of Units 309 and 310 shall be entitled to place tasteful signs on or near the doors to their Units, both on the interior and exterior of the Building, for identification purposes, together with tasteful interior direction signs in the lobby of the Building, if appropriate. Such users shall also be entitled to place signs on the exterior of the first floor of the Building identifying the businesses, but all such signs shall comply with all laws, rules, regulations and ordinances applicable thereto.

7. **Rules and Regulations.** The Owners of Units 309 and 310 shall be subject to the covenants, rules and regulations of the Declaration and Bylaws of the Condominium which are applicable to other Units, except to the extent such provisions are inconsistent with the specific terms of this Amendment. Notwithstanding the provisions of Section 4.01(u) of the Declaration, neither the Association nor any group of Owners (formal or informal) shall adopt any rules, regulations, Bylaws revisions, private restrictions or covenants, or any other provisions applicable to the Condominium or any part thereof which restricts or impedes the ability of the users of Units 309 and 310 to use Units 309 and 310 for the commercial purposes permitted herein, or restrict such users' and their employees', customers' or clients' ability to use or have access to the surface parking area adjacent to the Building, or Common Elements on the third floor of the Building, or otherwise restrict or impede the usability of Units 309 and 310 for the commercial purposes which are contemplated herein.

8. **Electrical Utilities.** All electrical utility services used in Units 309 and 310 shall be separately metered, to the extent reasonably possible, at the cost of the Owners of Units 309 and 310, and bills for such electrical utilities shall be sent to the Owners or the Owner's Tenants of Units 309 and 310 directly, so that no such electrical utility expenses for separately metered utilities shall be charged to the Association or any other Owner.

9. **Assessments; Charges for Costs.** Declarant acknowledges that, due to the different nature of use of Units 309 and 310, the level of services to be provided by the Association to Units 309 and 310 will be less than those services provided to the Owners of the residential Units in the Condominium. Accordingly, Units 309 and 310 shall not be subject to payment of the same Assessments that are paid by the Owners of other Units within the Condominium. However, the Association shall, each year when it determines its annual budget, and from time to time as circumstances may change throughout the year, make reasonable efforts to determine the actual cost to the Association of providing such services as it may provide to each of Units 309 and 310. Such costs shall be allocated among Units 309 and 310 in accordance with the respective square footages thereof, and the Association shall have the authority to invoice the Owners of Units 309 and 310 for such charges from time to time, but not more frequently than monthly. If the Owner of Unit 309 or 310 fails to pay such charges within thirty (30) days after receiving a bill for such charges, then the Association shall have the same rights to levy a lien against such Unit for the unpaid charges as the Association has with respect to liens for Assessments against other Units as set forth in Section 7.08 of the Declaration. The Owners of Units 309 and 310 shall have the same right to request a statement of such charges as the right of Owners of other Units to obtain statements for Assessments, as set forth in Section 7.09 of the Declaration. The obligations of a Grantee of Unit 309 or 310 for any such unpaid charges shall be the same as the obligations of a Grantee of a Unit for unpaid Assessments, as also set forth in Section 7.09.

10. **Share of Common Element Interest and Liability.** The table of Units and the respect shares of the Common Element Interest and Liability for the Units which is attached hereto as **Exhibit "B"** is hereby incorporated herein by this reference and made a part of the Declaration. The allocation of the Common Element Interest and

Liability to Units 309 and 310 shall be as set forth in **Exhibit "B"**, even though such calculation is not based upon the same number of bedrooms in the Units (refer to Section 3.07 of the Declaration), as such calculation is not relevant for Units used for commercial purposes.

11. **Eighth Floor Units.** At the time the Declaration was originally filed, the precise dimensions of Units 801 through 809 of the Condominium were not known, and thus such Units were not clearly defined on the **Exhibit "A"** attached to the original Declaration, nor were the common element percentages allocated to such Units specifically defined. Unit 801 was the subject of a First Amendment to Declaration of Condominium which was previously filed by Declarant, although an additional small change to the square footage of Unit 801 is now being made. Declarant now wishes to make a similar clarification with regard to all of the other Units on the eighth floor of the Condominium.

Accordingly, the Declaration is hereby amended to clarify and explain that the following Units contain the following square footages:

Unit 801	1,851 square feet
Unit 802	2,579 square feet
Unit 803	2,463 square feet
Unit 804	2,891 square feet
Unit 805	2,860 square feet
Unit 806	2,138 square feet
Unit 807	1,934 square feet
Unit 808	2,494 square feet
Unit 809	1,672 square feet

The new common element percentages applicable to the Units of the Beebe & Runyan Condominiums, given the precise determination of the square footage of Units 801 through 809, are set forth on **Exhibit "B"** attached hereto and incorporated herein. Declarant states that the purpose of this change to **Exhibit "B"** is not to make any substantive amendment to the percentage of common element interests, but rather to clarify and explain such percentages in light of facts now known (*i.e.* the exact square footages of Units 801 through 809) which were not known at the time the Declaration was signed and filed.

12. **No Other Amendments.** Except as specifically set forth herein, the Declaration shall remain in full force and effect without change.

[see next page for signature]

IN WITNESS WHEREOF, the undersigned has duly executed this Second Amendment to Condominium Declaration this 18TH day of JUNE, 2009, for and on behalf of the Declarant as its duly authorized officers.

BOCA DEVELOPMENT, LLC, a
Nebraska limited liability company

By: *ML AA*
Andrew Seaton
Manager

STATE OF Colorado)
COUNTY OF Jefferson) ss.

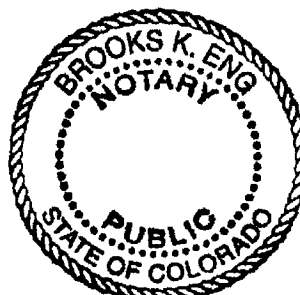
On this 18 day of June, 2009, before me personally appeared Andrew Seaton, to me personally known, who being by me duly sworn did say that he is the Manager of BOCA Development, LLC, a Nebraska limited liability company, that the foregoing Amendment was signed and delivered on behalf of said limited liability company, and acknowledged to me that he executed the same as the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Brooks K. Eng
NOTARY PUBLIC

My Commission Expires:

Nov 8, 2011



My Commission Expires 11/08/2011

Exhibit "A"
Copy of Revised Condominium Plat for Beebe & Runyan Condominiums

[see attached pages]

Exhibit "B"
Table of Common Element Interests and
Common Element Liability

Unit Number	Square Footage	Common Element Interest
301	1,517	1.34%
302	1,070	0.95%
303	1,277	1.13%
304	1,554	1.37%
305	1,260	1.11%
306	1,084	0.96%
307	1,208	1.07%
308	1,120	0.99%
309	1,427	1.26%
310	2,160	1.91%
401	1,513	1.34%
402	1,071	0.95%
403	1,274	1.13%
404	1,559	1.38%
405	1,246	1.10%
406	1,084	0.96%
407	1,201	1.06%
408	1,109	0.98%
409	1,293	1.14%
410	1,269	1.12%
411	1,248	1.10%
412	1,268	1.12%
413	1,043	0.92%
414	1,008	0.89%
415	1,309	1.16%
416	1,119	0.99%
501	1,517	1.34%
502	1,059	0.94%
503	1,274	1.13%
504	1,550	1.37%
505	1,261	1.11%
506	1,076	0.95%

Unit Number	Square Footage	Common Element Interest
507	1,205	1.06%
508	1,106	0.98%
509	1,295	1.14%
510	1,257	1.11%
511	1,259	1.11%
512	1,255	1.11%
513	1,062	0.94%
514	996	0.88%
515	1,343	1.19%
516	1,128	1.00%
601	1,556	1.37%
602	1,062	0.94%
603	1,269	1.12%
604	1,553	1.37%
605	1,260	1.11%
606	1,083	0.96%
607	1,212	1.07%
608	1,116	0.99%
609	1,318	1.16%
610	1,271	1.12%
611	1,251	1.11%
612	1,280	1.13%
613	1,084	0.96%
614	1,012	0.89%
615	1,366	1.21%
616	1,144	1.01%
701	1,556	1.37%
702	1,062	0.94%
703	1,269	1.12%
704	1,553	1.37%
705	1,260	1.11%
706	1,083	0.96%
707	1,212	1.07%
708	1,116	0.99%
709	1,310	1.16%

Unit Number	Square Footage	Common Element Interest
710	1,274	1.13%
711	1,264	1.12%
712	1,277	1.13%
713	1,063	0.94%
714	1,016	0.90%
715	1,381	1.22%
716	1,146	1.01%
801	1,851	1.64%
802	2,579	2.28%
803	2,463	2.18%
804	2,891	2.29%
805	2,860	2.53%
806	2,138	1.89%
807	1,934	1.71%
808	2,494	2.20%
809	1,672	1.48%
	113,201	100%



I HEREBY CERTIFY THAT THIS DRAWING WAS MADE UNDER MY
DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY
REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE
OF NEBRASKA.



AUGUST 15, 2008

DATE

REVISED 05/01/09

REVISED 05/20/09

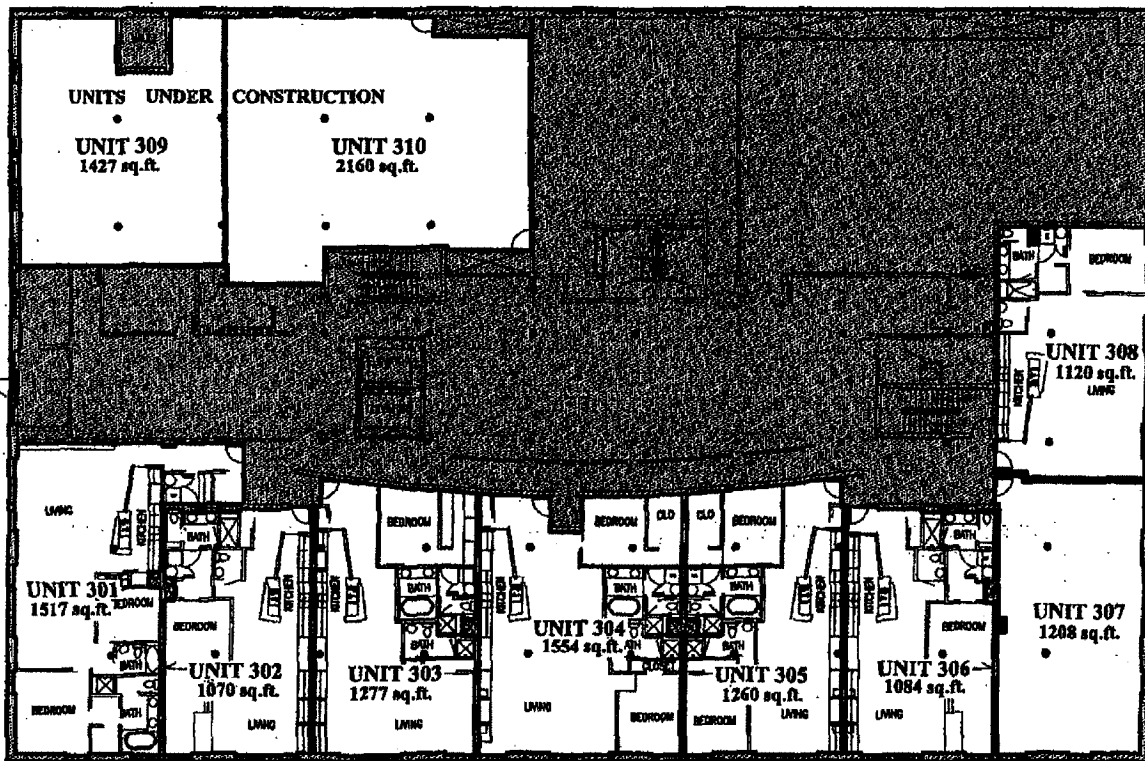
MICHAEL J. SMITH
NEBRASKA R.L.S. 565



SCALE: 1" = 30'



COMMON ELEMENT



THIRD FLOOR

SHEET 1 OF 11

BEEBE RUNYAN CONDOMINIUMS

TD2 JOB NUMBER: 1215-111-2

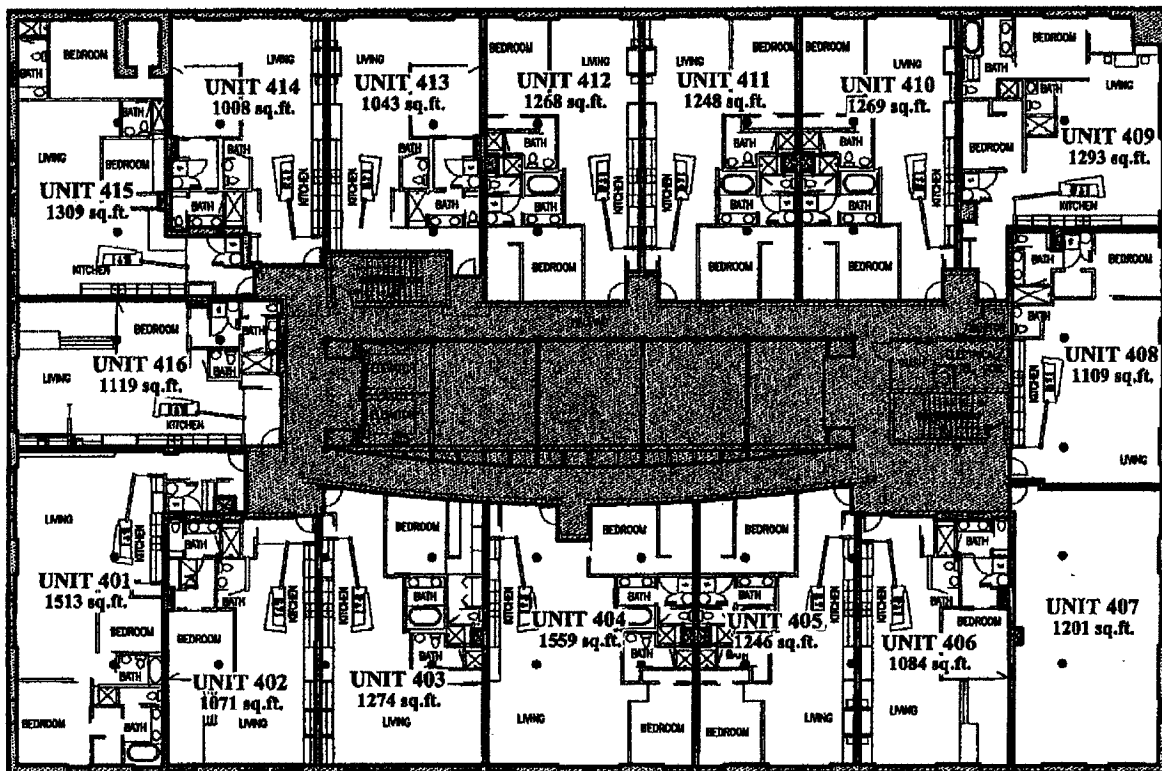
TACKETT COMPANIES

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



COMMON ELEMENT

SCALE: 1" = 30'



FOURTH FLOOR

SHEET 2 OF 11

BEEBE RUNYAN CONDOMINIUMS

TD2 JOB NUMBER: 1215-111-2

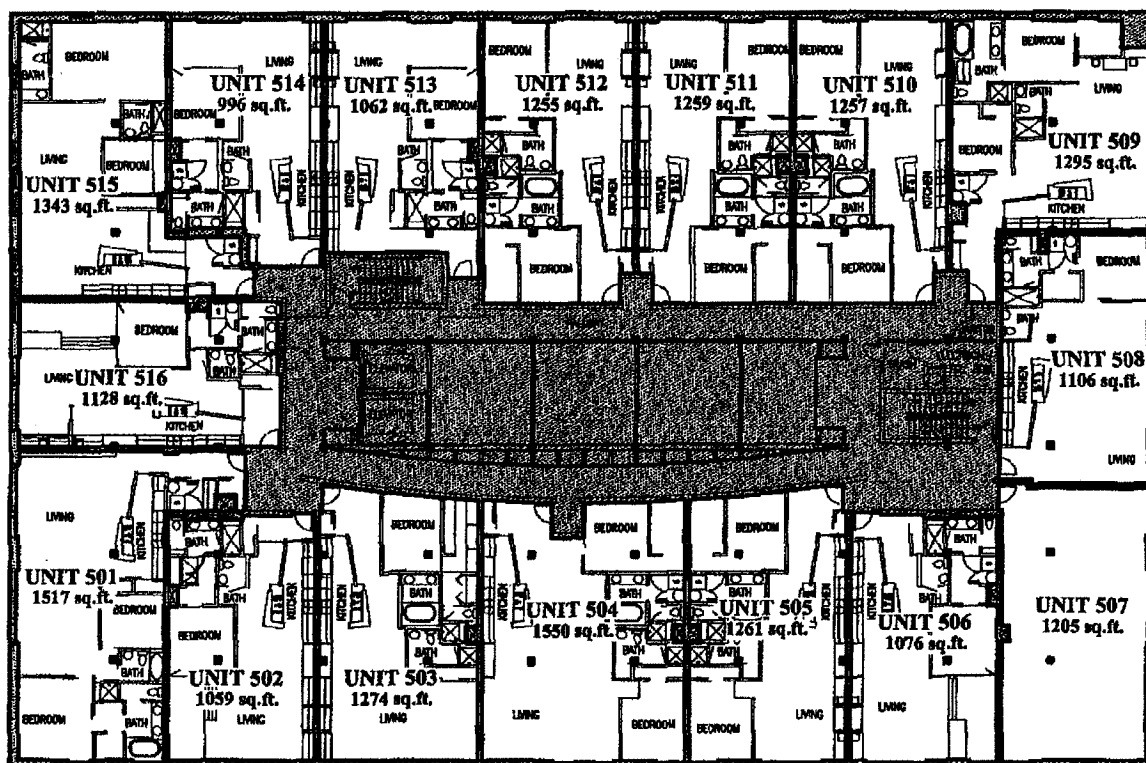
TACKETT COMPANIES

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



COMMON ELEMENT

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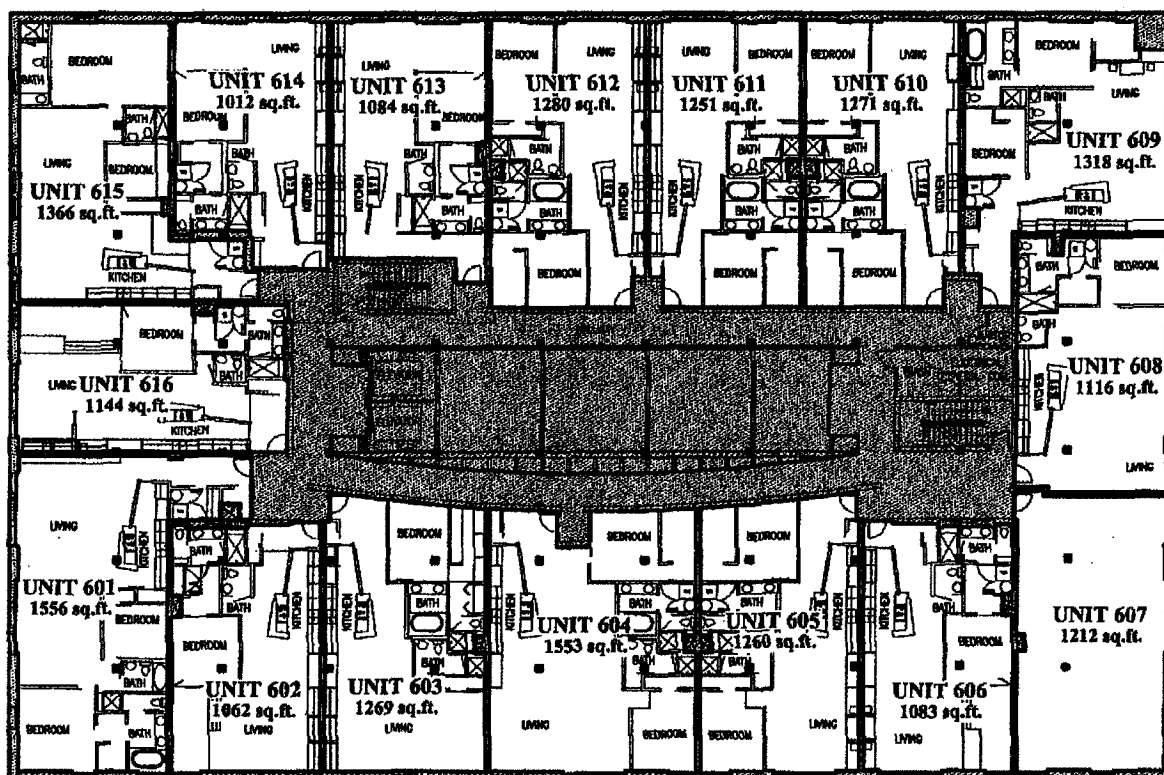
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THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



COMMON ELEMENT

SCALE: 1" = 30'



SIXTH FLOOR

SHEET 4 OF 11

BEEBE RUNYAN CONDOMINIUMS

TD2 JOB NUMBER: 1215-111-2

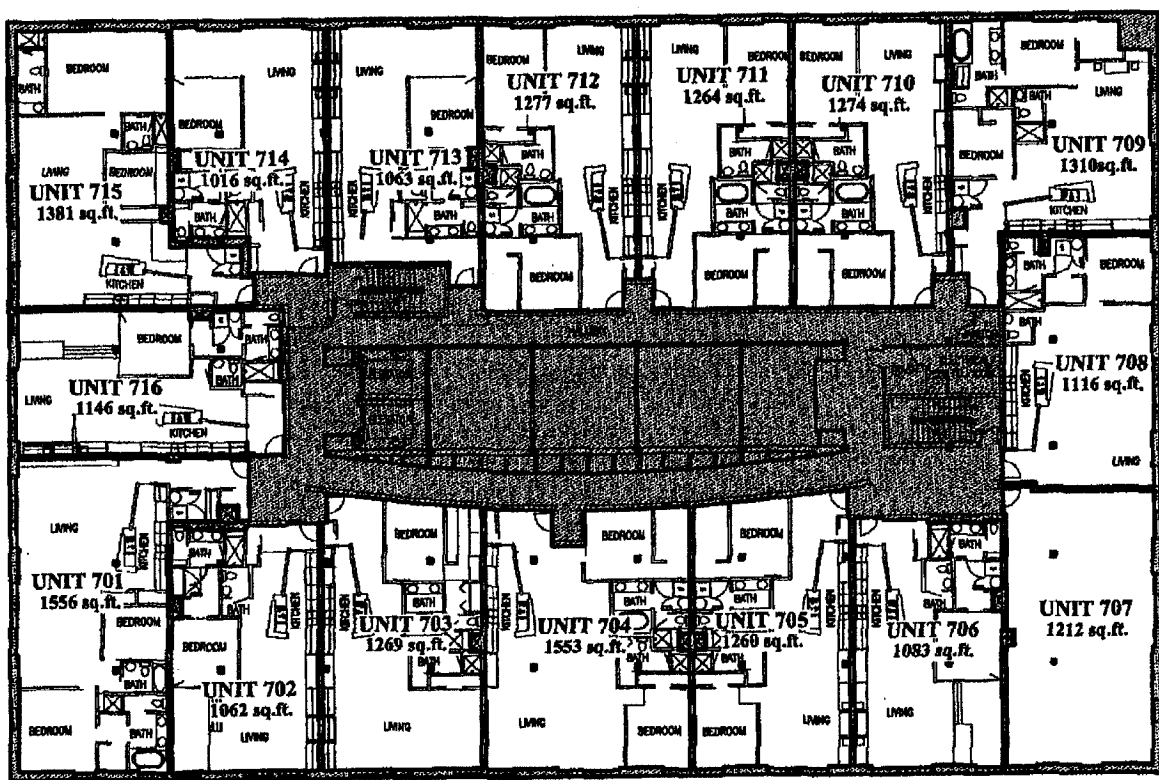
TACKETT COMPANIES

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



 COMMON ELEMENT

SCALE: 1" = 30'



SEVENTH FLOOR

SHEET 5 OF 11

BEEBE RUNYAN CONDOMINIUMS

TD2 JOB NUMBER: 1215-111-2

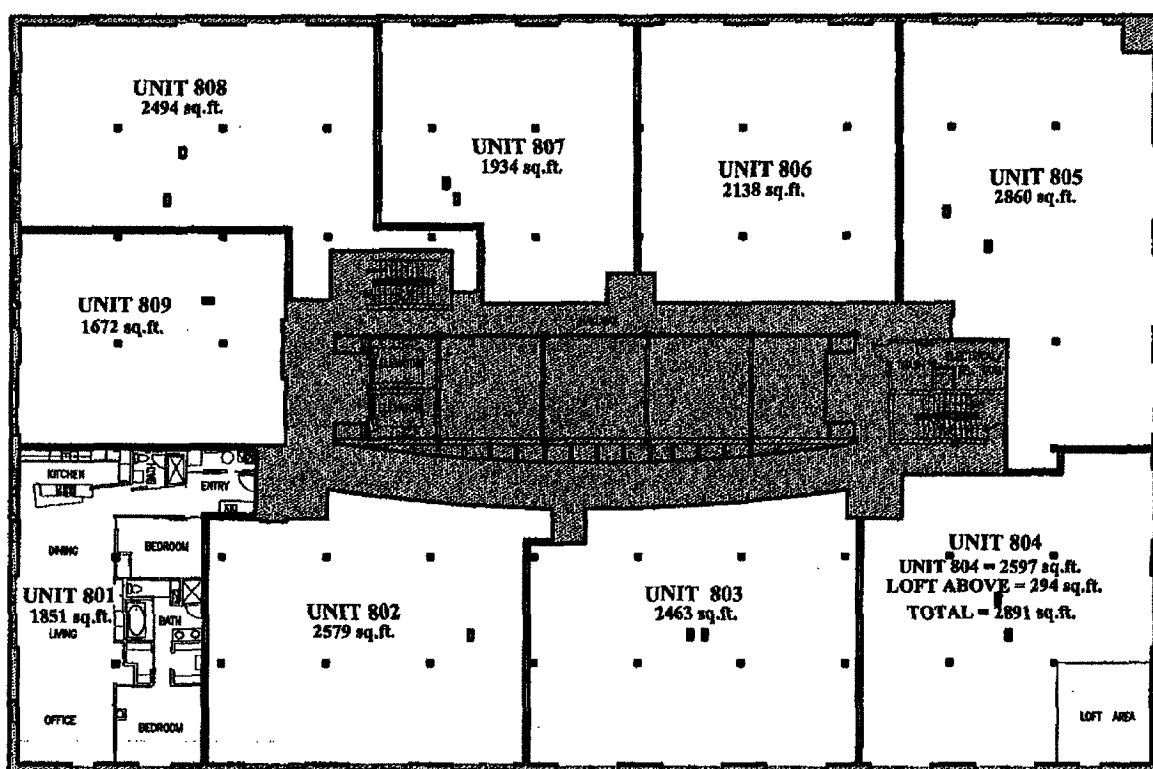
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THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

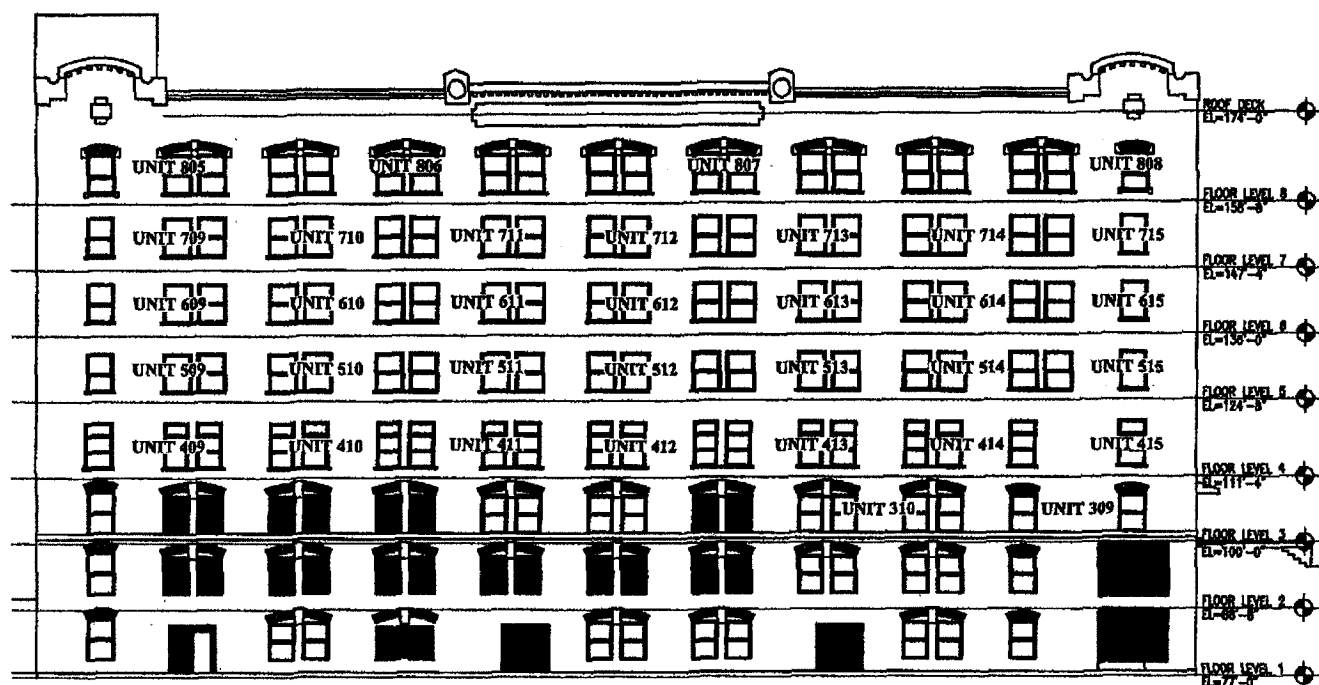


COMMON ELEMENT

SCALE: 1" = 30'

**EIGHT FLOOR****SHEET 6 OF 11****BEEBE RUNYAN CONDOMINIUMS****TD2 JOB NUMBER: 1215-111-2****TACKETT COMPANIES**

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



NORTH ELEVATION

SHEET 7 OF 11

BEEBE RUNYAN CONDOMINIUMS

TD2 JOB NUMBER: 1215-111-2

TACKETT COMPANIES

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



EAST ELEVATION

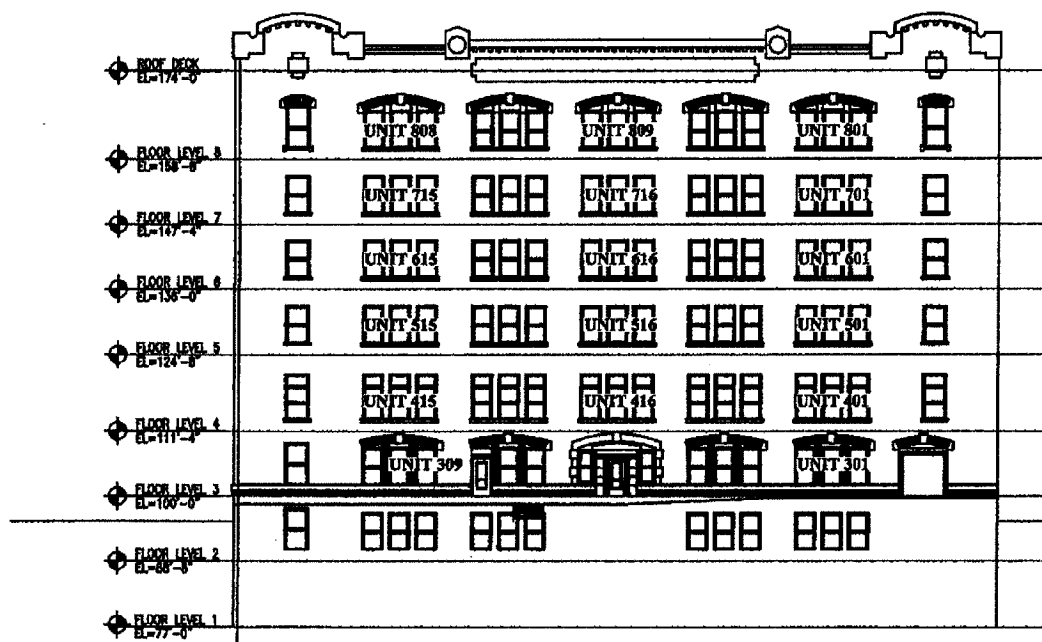
SHEET 9 OF 11

BEEBE RUNYAN CONDOMINIUMS

TD2 JOB NUMBER: 1215-111-2

TACKETT COMPANIES

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



WEST ELEVATION

SHEET 10 OF 11

BEEBE RUNYAN CONDOMINIUMS

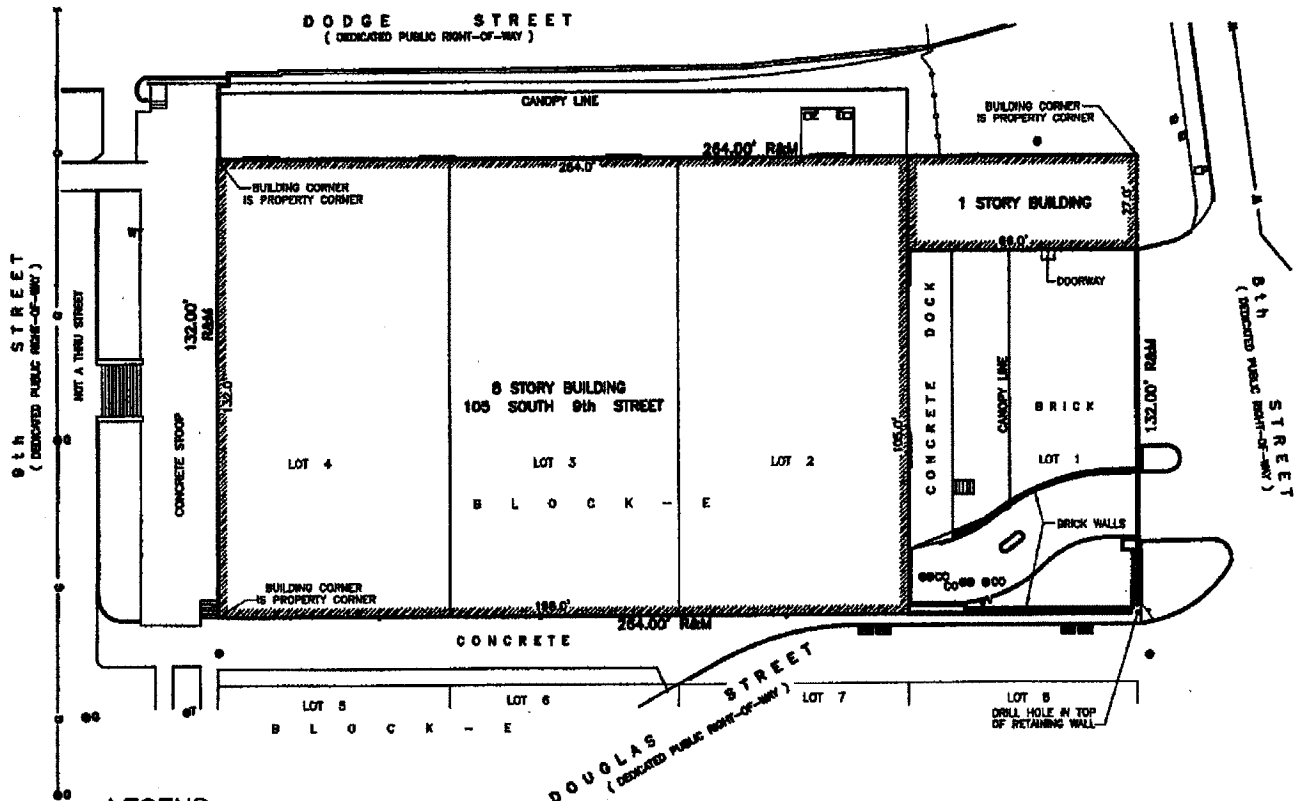
TD2 JOB NUMBER: 1215-111-2

TACKETT COMPANIES

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

CERTIFICATION

THIS DRAWING SHOWS THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS ON LOTS 1, 2, 3 AND 4, BLOCK E, ORIGINAL CITY OF OMAHA IN DOUGLAS COUNTY, NEBRASKA.



SHEET 11 OF 11 **BEEBE RUNYAN CONDOMINIUMS**

TD2 NO.: 1215-111-2AB

BOOK: 06/12 PAGES: 14-16
REF. DRAWING: 12151041.DWG
REF. GRID BOOK 71, PAGE: 16

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860