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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
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SECOND AMENDMENT TO MASTER DEED AND DECLARATION
WESTFIELD OFFICE BUILDING II CONDOMINIUM PROPERTY REGIME

THIS SECOND AMENDMENT TO MASTER DEED AND DECLARATION WESTFIELD OFFICE BUILDING II CONDOMINIUM PROPERTY REGIME (the "Amendment") made this 10 day of March, 2006 by Westfield Office Building II, LLC, a Nebraska limited liability company ("Developer").

RECITALS

A. Developer has previously executed that certain Master Deed and Declaration Westfield Office Building II Condominium Property Regime, recorded November 2, 2005, as Instrument 2005138541, in the records of the Register of Deeds of Douglas County, Nebraska (the "Declaration").

B. The Declaration affects that certain real property located in Douglas County, Nebraska and more particularly described as follows:

Lot 4, Westroads Replat 4, an addition to the City of Omaha, Douglas County, Nebraska, now known as Apartment 1-W-1, 1-E-1, 2-W-1, 2-E-1, 2-E-2, 3-W-1, 3-E-1, Westfield Office Building II Condominium Property Regime.

C. Developer has previously executed that certain First Amendment to the Declaration, dated November 18, 2005, and recorded November 21, 2005, as Instrument 2005147515, in the records of the Register of Deeds of Douglas County, Nebraska ("First Amendment") (the Declaration and the First Amendment are collectively referred to herein as the "Amended Declaration").

D. Developer desires to further amend the Amended Declaration as provided herein.

NOW, THEREFORE, the hereby amends the Amended Declaration as follows:

1. For purposes of the Amended Declaration and this Second Amendment, all references to "Westfield Office Building II Condominium Association" shall be amended to read "W F 2 Condominium Association" which is a Nebraska non-profit corporation, and all references to the "Association" in the Amended Declaration and in this Second Amendment shall mean "W F 2 Condominium Association."

2. Paragraph 1 of the Amended Declaration is hereby deleted therefrom and the following new Paragraph 1 is hereby inserted in place thereof

"1. DECLARATION OF PURPOSE. The purpose of this Master Deed is to submit the lands described and the improvements built or to be built thereon to the condominium form of ownership and use in the manner provided by the Nebraska Condominium Act, Nebraska Revised Statutes, §§ 76-825 et seq. (herein called the "Condominium Act"), and the name by which this condominium is to be identified is WESTFIELD OFFICE BUILDING II CONDOMINIUM PROPERTY REGIME."

3. Paragraph 3 of the Amended Declaration is hereby deleted therefrom and the following new Paragraph 3 is hereby inserted in place thereof:

"3. DEFINITIONS. The definitions set forth in §76-827, Nebraska Revised Statutes, as amended, shall apply to and govern this Master Deed and Declaration, the attached plans and the Association By-Laws (as hereinafter defined), unless any such terms are specifically otherwise defined herein or in such plans or By-Laws. Whenever the terms "Executive Board," "Board of Directors," or "Board" are used, such terms shall mean the Executive Board of W F 2 Condominium Association."

4. Paragraph 7(a)(iv) of the Amended Declaration is hereby amended by adding the following additional sentences at the end of the Paragraph:

"The easements through Units referred to herein do not apply to any vault area located in Unit 1-W-1, and the Owner thereof can restrict access thereto as such Owner determines in its discretion. Exercise of any easement rights within an Unit may be subject to reasonable restrictions imposed by the Owner of such Unit as necessary to protect the Unit and to enable the Owner to have reasonable use thereof. The easements granted hereby shall run with the land and be binding on the Unit Owners and their successors and assigns."

5. Paragraph 7(b)(vi) of the Amended Declaration is hereby deleted therefrom.

6. Paragraph 7(d) of the Amended Declaration is hereby deleted therefrom and the following new Paragraph 7(d) is hereby inserted in place thereof:

"(d) A Limited Element allocated by the Amended Declaration to any Unit not yet sold by the Developer may be reallocated by the Developer to another Unit by an amendment to this Declaration signed by the Developer. The amendment shall be consented to in writing by the Owners of any Unit affected by the reallocation and shall state the manner in which the Limited Elements are to be allocated. The amendment be recorded in the office of the Register of Deeds. In the event that the Owner of any Unit wants to reallocate a Limited Element to another Unit, the Owners of each Unit affected thereby shall submit the reallocation in writing to the Developer for approval, which approval shall not be unreasonably withheld. After the Developer has sold all of the Units, or after the expiration of three (3) years from the date of the filing of the Declaration, which ever occurs first, such request shall instead be submitted to the Board of Directors of the Association for approval. Unless the Board notifies the Owners within thirty (30) days after the request is submitted to the Board of its disapproval of the request, the request for reallocation shall be deemed approved. Such approval will not be unreasonably withheld and the Board shall advise the Owners in writing of the reasons for any disapproval. The Developer, or the Association, as applicable, shall record an Amendment to the Amended Declaration in the office of the Register of Deeds of Douglas County, Nebraska reallocating such Limited Elements."

7. The last sentence of Paragraph 9(a) of the Amended Declaration is hereby deleted and the following sentence is inserted in Paragraph 9(a) in place thereof:

"The By-Laws of said Association are also the By-Laws of this Condominium, are attached hereto as Exhibit "C" and by this reference made a part of this Amended Declaration."

8. Paragraph 9(c)(v) of the Amended Declaration is hereby amended by adding the following additional phrase at the end of the Paragraph:

", provided however, that this requirement shall not apply to Unit 1-W-1."

9. Paragraph 9(d) of the Amended Declaration is hereby deleted therefrom and the following new Paragraph 9(d) is hereby inserted in place thereof:

"(d) A Unit may be subdivided into two or more Units, or the boundaries between adjoining Units may be moved. The Developer reserves the right to subdivide any Unit owned by the Developer and to move the boundaries between two Units owned by the Developer without the consent of the Board of Directors. Any Unit Owner that wants to subdivide a Unit or to move the boundary between Units shall prepare a proposed amendment to the Amended Declaration which identifies the Unit or Units involved, specifies the boundaries of each Unit created or affected thereby, the dimensions of the created or affected Units, assigns an identifying number to each newly created Unit, and reallocates the allocated interests in the Common Elements and the Limited Elements that are allocated to the affected Units in a reasonable manner. The amendment shall be executed by each Unit Owner affected and shall be submitted to the Board of Directors for approval. Unless the Board of Directors objects in writing to the proposed amendment within thirty (30) days after receipt thereof from the Owners, such proposed Amendment shall be deemed approved by the Board. Approval by the Board shall not be unreasonably withheld, and any objections to the proposed Amendment must be given in writing to the Owners submitting the proposed amendment. Once approved, the proposed amendment shall be signed by the Association and recorded in the Office of the Register of Deeds of Douglas County, Nebraska."

10. Paragraph 9(f) of the Amended Declaration is hereby deleted therefrom and the following new Paragraph 9(f) is hereby inserted in place thereof:

"(f) Each Unit is allocated a percentage of undivided interests in the Common Elements and in the Common Expenses calculated by dividing the gross square footage of each Unit, including gross square footage of the Limited Elements attributable to that Unit, by the gross square footage of all of the Units and all of the Limited Elements. For the sole purpose of determining the gross square footage of each Unit in order to allocate a percentage of undivided interest in the Common elements and in the Common Expenses to each Unit, the boundaries of the Unit shall be deemed to be the interior face of the perimeter wall of the Building (the interior face of the glass), the finished floor slab and underside of the ceiling in which the Unit is located and between two or more Units, the center of any demising wall between the Units. In determining the square footage of the garage parking stalls that are a part of the Limited Elements, the total square footage of the garage area shall be divided by the number of parking stalls in the garage parking

area. The percentage of undivided interests in the Common Elements and in the Common Expenses is set forth on Exhibit B attached to this declaration. The percentage of undivided interest of each Unit in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenant in common in accordance with their respective percentages of undivided interest. The ownership of each Unit cannot and shall not be conveyed separate from the percentage of undivided interest in the Common Elements allocated to the Unit. The undivided percentage of interest in the Common Elements and Limited Elements allocated to any Unit shall always be deemed conveyed or encumbered with any conveyance or encumbrance of that Unit, even though the legal description in the instrument conveying or encumbering the Unit may refer only to the fee title to the Unit. Except as permitted by the Condominium Act, the Common Elements are not subject to partition. Any purported conveyance, encumbrance, judicial sale or other attempted voluntary or involuntary sale or transfer of the undivided interest in the Common Elements or in the Limited Elements allocated to the Unit separate from the Unit shall be void and of no effect, provided, however, that the garage parking stalls that are a part of the Limited Elements may be sold or transferred to another Unit Owner only. In the event of a sale of a garage parking stall to another Unit Owner, the Amended Declaration shall be further amended to reflect the allocation of the parking stall and the change in the allocation of the Common Elements and Common Expenses resulting from the sale or transfer."

11. Paragraph 9(g) of the Amended Declaration is hereby deleted therefrom and the following new Paragraph 9(g) is hereby inserted in place thereof:

"(g) Any time a Unit Owner receives a bonafide offer to purchase such Owner's Unit, or portion thereof, and the Unit Owner wishes to accept such offer, the Unit Owner shall forthwith notify the Association of such offer prior to the acceptance thereof, and shall include in such notice a copy of the written offer document. Thereafter, the Association shall have ten (10) calendar days in which to elect to purchase such Unit, or portion thereof, on the same terms and conditions as were offered by such bonafide offeror. Such election shall be made in writing and must be received by the Unit Owner within such ten (10) day period. Failure to notify the Unit Owner within such time period shall be treated as an election by the Association not to purchase the Unit, or portion thereof, that was included in the offer. If the Association does not elect to so purchase such Unit, or portion thereof, in said time period, Unit Owner may sell the Unit, or portion thereof, that was included in the offer, to such bonafide offerors free and clear of this Right of First Refusal, but such sale may only be on the same terms and conditions. This Right of first Refusal shall continue as to any portion of the Unit that was not included in such offer. Any change in the terms of the offer from those described in the notice to the Association, or any change in the party making such offer, shall constitute a new and separate offer subject to all of the requirements of this right of first refusal, including, without limitation, the requirement of Unit Owner to provide the Association with a new notice describing the new terms of the offer and the right to purchase the unit, or portion thereof. If such sale is not consummated, then Unit Owner shall not again sell the Unit, or portion thereof, to another bonafide offeror without again first offering to sell the same to the Association as herein provided. This right of first refusal shall not apply to: (i) the initial sale of Units by the

Developer, provided, however, that if the Developer re-acquires a Unit, the right of first refusal shall apply to the sale of such Unit by the Developer, or (ii) the sale or transfer of a Unit, or any interest therein, to any entity that is affiliated with the then Owner, and in either of such circumstances, the Developer or Owner, as the case may be, shall not be required to offer to sell the Unit to the Association as set forth herein. As used herein, the term "affiliated" shall mean any entity that controls, is controlled by or is under common control with the then Owner of the Unit."

12. Paragraph 10 (a)(v) is hereby deleted from the Amended Declaration.

13. Paragraph 11(b) of the Amended Declaration is hereby amended by adding the words "not exceeding the cost of \$100,000" after the word "Unit" in the second line of the Paragraph, and by deleting the last two sentences therefrom and inserting the following sentence in place thereof:

"No Owner, Lessee or Occupant shall make any addition, modification, alteration or improvement to any Common Element, any Limited Element, or to any structural portion of a Unit without the prior written approval of the Board of Directors."

14. The initial paragraph of Paragraph 11(g) of the Amended Declaration is hereby deleted therefrom and the following new initial paragraph of Paragraph 11(g) is hereby inserted in place thereof:

"(g) All signs (including but not limited to "For Sale" or "For Rent" signs) of any type visible from the outside of the building must have the prior written approval of the Board of Directors prior to installation of such sign. Exterior signs shall conform to the following:"

15. The following new Paragraph 13(k) is hereby added to Paragraph 13 of the Amended Declaration:

(k) Except as to any modification or amendment that would (i) change a Unit Owner's percentage interest in the Condominium; (ii) change the Unit Owner's Unit boundaries or (iii) adversely affect the rights of a Unit Owner to utilize any Limited Element allocated to that Unit or to utilize any Common Element, the Amended Declaration, including the Plats and Plans, may be amended by the vote or agreement of the Unit Owners of Units to which sixty seven percent (67%) of the votes of the Association are allocated, which Amendment shall become effective upon being duly recorded in the Office of the Register of Deeds of Douglas County, Nebraska; provided, however, that this Declaration shall at all times contain the minimum requirements imposed by the Act and any amendments thereto. Any amendment of the Amended Declaration that changes the percentage interest of a Unit Owner in the Condominium, changes the Unit boundaries or affects the rights of a Unit Owner to utilize any Limited Element or Common Element must be approved and signed by the affected Unit Owner.

16. The Second Restatement of Schedule "A" Sheets 1, 2, 3 and 4 is attached hereto and by this reference is hereby made a part hereof. This Second Restatement shall replace the original Schedule A and the First Restatement of Schedule A.

17. The Second Restatement of Schedule "B", Shareholder's of W F 2 Condominium Association is attached hereto and by this reference is hereby made a part hereof. This Second Restatement shall replace the original Schedule B and the First Restatement of Schedule B.

18. Attached hereto, and incorporated herein by this reference, is the First Amendment to the Bylaws of W F 2 Condominium Association that was duly adopted by the Association and that amend the Bylaws of the Association that were filed with the original Declaration.

19. Except as specifically amended hereby, the Amendment Declaration shall remain in full force and effect as originally adopted and approved and as amended by the First Amendment thereto. All capitalized terms that are not specifically defined herein shall have the meaning set forth in the Amended Declaration. This Second Amendment shall be binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Developer and all unit owners has executed this Amendment as of the day and year first above written.

WESTFIELD OFFICE BUILDING II, LLC,
a Nebraska Limited Liability Company

Attest: Rebecca Blair

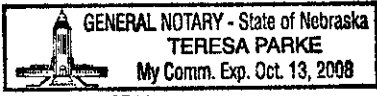
By: *James J. Riskowski*
James J. Riskowski, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the date first above written, before me, the undersigned Notary Public, in and for said County, personally came James J. Riskowski, to me personally known to be the Manager of Westfield Office Building II, LLC, and the identical person whose name is affixed to the foregoing Second Amendment to the Master Deed and Declaration.

Mr. Riskowski acknowledged the execution thereof to be his voluntary act and deed as such Manager and the voluntary act and deed of the said Limited Liability Company.

WITNESS my hand and Notarial Seal at Omaha, in said County, on the date first above written.



Teresa Parke
Notary Public

HEARTLAND EYE CONSULTANTS, LLC
A Nebraska Limited Liability Company

By: *[Signature]*
Its: President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the date first above written, before me, the undersigned Notary Public, in and for said County, personally came Vicky VanderVoet, to me personally known to be the president of Heartland Eye Consultants, LLC, and the identical person whose name is affixed to the foregoing Second Amendment to the Master Deed and Declaration, who acknowledged the execution thereof to be his voluntary act and deed as such president and the voluntary act and deed of the said Limited Liability Company.

WITNESS my hand and Notarial Seal at Omaha, in said County, on the date first above written.



SEAL

[Signature]
Notary Public

WESTFIELD II OFFICE BUILDING SIGNA DEVELOPMENT



1800103-00
(Project Number)

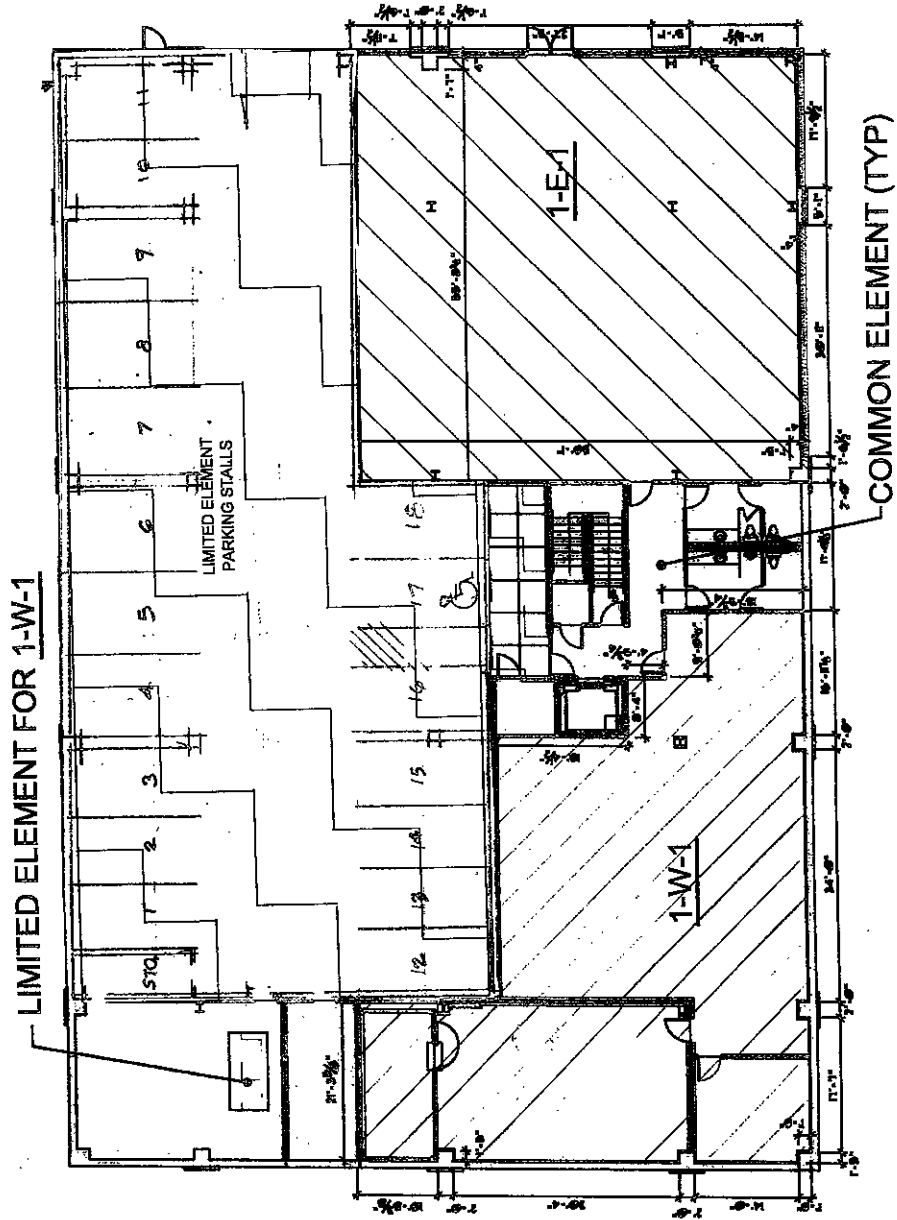
INCLUDES PRORATA SHARE OF COMMON ELEMENTS

BUILDING STATISTICS		AREA	1st FLOOR	2nd FLOOR	2nd FLOOR	TOTAL
TOTAL BUILDING AREA	COMMON S.F. AREA	1221	1786	1436	3222	4438
1436	1786	1221	1786	1436	3222	4438

UNIT NUMBER	BASE AREA S.F.	NUMBER OF PARKING STALLS	LIMITED ELEMENT AREA S.F.	GROSS AREA S.F.	PERCENT OF BUILDING	KEY	COMMON ELEMENTS		LIMITED COMMON
							1-W-1	1-E-1	
1-W-1	3,107	1	150	3621	9.06%		1	0	3,395
1-E-1				3944	8.87%		1	0	3,395

EXHIBIT "A"

EXHIBIT "A"



FIRST FLOOR
SCALE: 1/16" = 1'-0"

10-10-00

WESTFIELD II OFFICE BUILDING
 SIGNA DEVELOPMENT



INCLUDES PRORATA SHARE OF COMMON ELEMENTS

BUILDING STATISTICS	
TOTAL BUILDING AREA	44,521
1st FLOOR	19,000
2nd FLOOR	14,889
3rd FLOOR	14,636
TOTAL	56,526

UNIT NUMBER	BASE AREA S.F.	LIMITED ELEMENT	NUMBER OF UTILITY STALLS	GROSS AREA OF S.F.*	PERCENT OF BUILDING	KEY	COMMON ELEMENTS		
							2-E-2	2-E-1	2-W-1
2-E-2	5,090		3	5993	15.90%		0	3	0
2-E-1	1,808		1	1894	5.07%		0	1	0
2-W-1	6,190		4	7308	19.67%		0	4	0

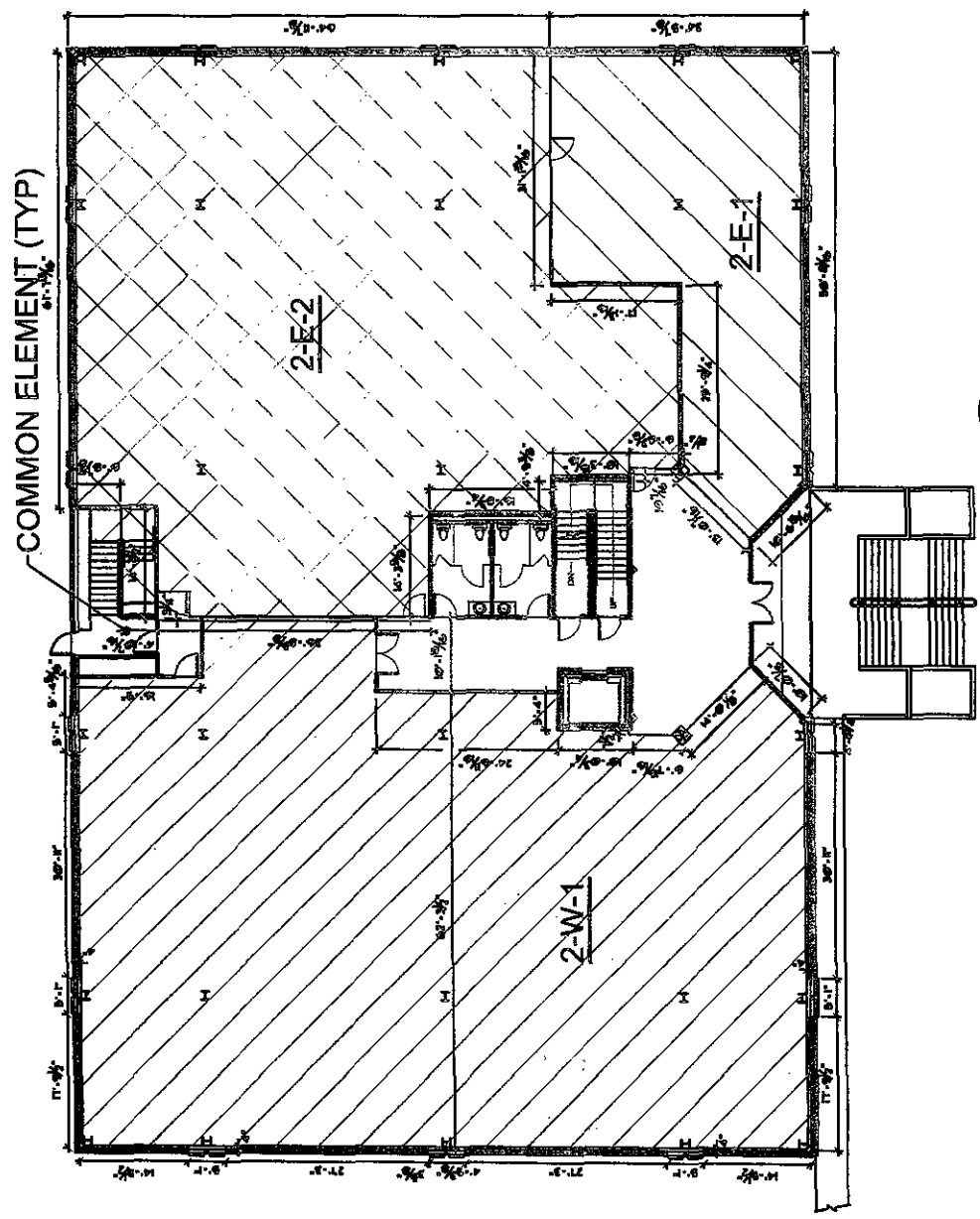


EXHIBIT "A"

SECOND FLOOR

SCALE: 3/32" = 1'-0"

10-11-05

WESTFIELD II OFFICE BUILDING
SIGNA DEVELOPMENT



INCLUDES PROPRATA SHARE OF COMMON ELEMENTS

BUILDING STATISTICS		AREA	TOTAL
TOTAL BUILDING GROSS AREA	15,850	1,521	15,850
BASE BUILDING AREA	1,756	1,756	14,326
TOTAL	3,576	4,431	

UNIT NUMBER	BASE S.F.	LIMITED ELEMENT	GROSS AREA S.F.	PERCENT OF BUILDING	KEY	COMMON ELEMENTS	
						AREA S.F.	PERCENT
3-W-1	6,237	0	7,360	19.79%		4	6,843
3-E-1	6,843	0	7,826	20.84%		4	6,843

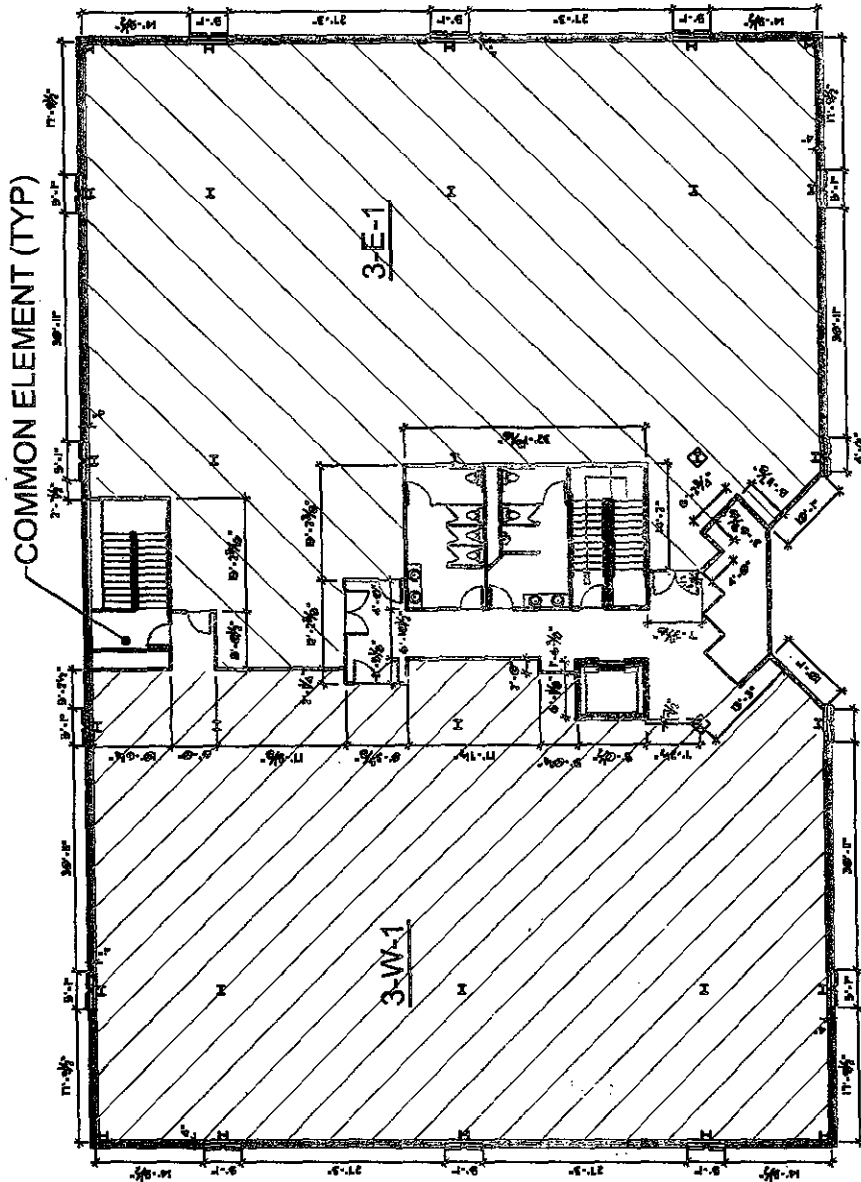


EXHIBIT "A"

THIRD FLOOR

SCALE: 1/16" = 1'-0"

10-15-05

EXHIBIT "B"

Second Restated Schedule of Shareholders
of
W F 2 Condominium Association

Member	Unit Number	Limited Elements		Gross Area *	Percentage Interest
		Number of Parking Stalls	Utility Area Space		
Bridges Investment Counsel, Inc.	1-W-1	1	150	3621	9.06
Westfield II LLC	1-E-1	1	-	3944	9.67
Westfield II LLC	2-W-1	4	-	7306	19.67
Westfield II LLC	2-E-1	1	-	1894	5.07
Heartland Eye Consultants, LLC	2-E-2	3	-	5993	15.90
Westfield II, LLC	3-W-1	4	-	7360	19.79
Westfield II LLC	3-E-1	4	-	7826	20.84
Totals		18	150	37944	100.00

* Includes Prorata Share of Common Elements

Parking Lot Stall Ownership	
Member	Parking Stall Number(s)
1-W-1	TBA
1-E-1	TBA
2-W-1	TBA
2-E-1	TBA
2-E-2	7, 20, 21
3-W-1	TBA
3-E-1	TBA

Date: March 11, 2006

**FIRST AMENDMENT TO THE BYLAWS OF
W F 2 CONDOMINIUM ASSOCIATION**

This First Amendment to the W F 2 Condominium Association Bylaws is entered into by the all of the Unit Owners of W F 2 Condominium Association, a Nebraska non-profit corporation (the "Association").

WHEREAS, the Association desires to amend its Bylaws to modify certain portions thereof as hereinafter set forth.

NOW, THEREFORE, the Unit Owners of the Association hereby agree as follows.

1. The heading of the Bylaws is hereby amended to delete the phrase "Westfield Office Building II Condominium Association" and substitute the phrase "W F 2 Condominium Association" in place thereof.

2. Article 1, Sections 2 and 3 of the Bylaws are hereby amended to delete the phrase "Westfield Office Building II Condominium Association" wherever the word appears in either Section and substitute the phrase "W F 2 Condominium Association" in place thereof.

3. Article 2, Section 1 of the Bylaws shall be deleted and the following new Section 1 shall be inserted in place thereof:

"Section 1. "Association" shall mean and refer to W F 2 Condominium Association, a Nebraska non-profit corporation and its successors and assigns."

4. Article 3, Section 10 of the Bylaws shall be deleted and the following new Section 1 shall be inserted in place thereof:

"Section 10. Voting. The Unit Owners shall be entitled to cast the number of votes equaling the percentage interest assigned to such Unit in Exhibit "B" of the Amended Declaration creating the Condominium Regime. Except for the adoption of amendments of these Bylaws, a majority vote is required to adopt any resolution or take any action by the members of the Association."

5. Article 4, Section 1 of the Bylaws shall be deleted and the following new Section 1 shall be inserted in place thereof:

"Section 1 Appointment of Board Members; Terms of Office. Beginning on the earlier to occur of January 1, 2007, or the date that Developer sells all of the Units, the business and affairs of the Association shall be managed by an Executive Board consisting of seven (7) members. Prior to that date, the Developer will control the Association and will have the right to exercise all of the powers of the Executive Board set forth in these Bylaws. Each member of the

Board must be a Unit Owner or a full time employee of a Unit Owner. Although the number and qualifications of the Board members may be changed from time to time by amendment to these Bylaws, no change shall have the effect of shortening the term of any incumbent Board member during the term for which such Board member was elected."

6. Article 4, Section 2 of the Bylaws shall be deleted and the following new Section 2 shall be inserted in place thereof:

"Section 2 Election and Tenure. At the time the control of the Association changes from the Developer to the Executive Board and at each annual meeting of the Association thereafter, the Unit Owners shall elect those Executive Board members not entitled to be designated by a Unit Owner as hereinafter provided. Each Board member designated or elected shall hold office until the next succeeding annual meeting and until their successors have been elected and qualified or until such Board member's term is ended because of death, resignation or removal. Cumulative voting shall not apply to the election of Board members.

So long as the Board consists of seven (7) members, each Unit Owner holding fifteen percent (15%) or more of the percentage interest in the Condominium shall be entitled to designate a director. In the event that the number of Board members is reduced to fewer than seven (7) members, then no Unit Owner shall be entitled to designate a Board member. Any Board member position that is not subject to designation shall be elected by a majority vote of those Unit Owners that do not have the right to designate a Board member. Those Unit Owners who have the right to designate a Board member shall not be entitled to vote in the election of members to non-designated Board membership positions. Any vacancy in a designated Board member position shall be filled by the designation of a new Board member by the Unit Owner originally designating such Board member. Any vacancy in an elected Board member position shall be filled by a vote of those Unit Owners who were eligible to vote for the member who is vacating the position. In the event that a Unit Owner having the right to designate a Board member position fails to do so within ten (10) days of the date that the Board requests that the designation occur, such Board member position shall be subject to election at a special meeting of the members of the Association, at which only the non-designating Unit Owners will be entitled to vote."

7. Article 4, Section 6 of the Bylaws shall be amended by deleting the words "each member of" from the initial sentence of that Section.

8. Add the following new Section 4 to Article 10:

Section 4. Amendment of Bylaws. These Bylaws may be amended, altered, supplemented or repealed only by a vote at a regular or special meeting of the Association of two-thirds of the all of the Unit Owners, whether or not such Unit

Owners are actually present at the meeting. Any amendment of these Bylaws must be recorded in the Office of the Register of Deeds of Douglas County, Nebraska.

9. Except for the above amendments, the Bylaws shall remain in full force and effect as originally approved and adopted.

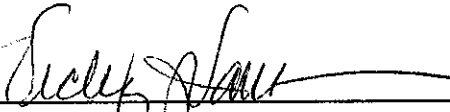
The undersigned, being all of the owners of all of the Units in the Westfield Office Building II Condominium Regime have consented to the adoption of this First Amendment to the Bylaws of W F 2 Condominium Association and have executed this First Amendment as of March 10, 2006.

Westfield Office Building II, LLC
A Nebraska limited liability company

By: 

Title: Managing Member

Heartland Eye Consultants, LLC
A Nebraska limited liability company

By: 

Title: President