
(The above space for use of Register of Deeds.)

Drafted by & return upon recording to:
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**FIRST AMENDMENT TO
DECLARATION OF LOGAN BUILDING CONDOMINIUM**

THIS FIRST AMENDMENT TO DECLARATION OF LOGAN BUILDING CONDOMINIUM ("Amendment") is made by LOGAN HOSPITALITY, LLC, a Nebraska limited liability company (hereinafter referred to as "**Declarant**"), effective as of August 22, 2019 ("**Effective Date**").

RECITALS

WHEREAS, Declarant, is the owner of the parcel of real estate located in the City of Omaha, Douglas County, Nebraska, legally described in Exhibit "1" hereto (the "**Real Estate**"); and

WHEREAS, Declarant filed that certain Declaration of Logan Building Condominium, dated March 20, 2019, recorded March 21, 2019, in the Douglas County, Nebraska, Register of Deeds as Instrument No. 2019018610 (the "**Declaration**"); and

WHEREAS, the Declaration encumbers the Real Estate; and

WHEREAS, pursuant to Section 1.2(qq) and Section 18.2 of the Declaration, prior to expiration of the Development Period, Declarant may amend the Declaration to adjust the dimensions and layout of the Residential Units, as evidenced via a unilateral amendment to the Plans and Declaration; and

WHEREAS, in conformance with Section 1.2(qq) and Section 18.2 of the Declaration, Declarant wishes to adjust the dimensions and layout of the Residential Units via this Amendment, as further set forth in this Amendment.

NOW, THEREFORE, for the purposes above set forth, Declarant does hereby amend the Declaration as follows:

1. Capitalized Terms; Recitals. Capitalized words contained herein shall be defined as set forth in the Declaration unless otherwise defined herein. The above Recitals are incorporated herein by this reference.

2. Amendment to Section 1.2(II). Section 1.2(II) of the Declaration shall be amended and restated in its entirety as follows:

Residential Unit – The Units in the Building which are designated on the Plans or any amendment thereto as a Residential Unit and to be used for residential purposes. The Residential Unit is shown on the Plans as “Residential Unit”. There are four (4) Residential Units located on the seventh (7th) floor of the Building.

3. Amendment to Section 2.1. Section 2.1 of the Declaration shall be amended and restated in its entirety as follows:

As shown on the Plans, the Declarant initially plans to construct: four (4) Residential Units, which are located on the seventh (7th) level of the Building, as well as the "North Parking Area" shown on the Plans; two (2) Commercial Units generally comprised of space for retail, office, and miscellaneous uses located on the basement and mezzanine levels of the Building; one (1) Hotel Unit generally comprised of a hotel and hotel-related amenities located on the basement, first, third, fourth, fifth, and sixth levels of the Building, as well as the "West Parking Area" shown on the Plans; and one (1) Restaurant Unit generally comprised of a restaurant and restaurant-related uses located on the first level of the Building.

4. Amendment to Plans. The seventh (7th) page of the Plans, attached as Attachment 2 to the Declaration and detailing the dimensions and layout of the Residential Units located on the seventh (7th) floor of the Building, shall be amended and replaced in its entirety by Exhibit "2", attached hereto and incorporated herein. The remainder of the Plans shall not be amended and remain in full force and effect.

5. Amendment to Residential Unit 5. All references in the Declaration to "Residential Unit 5" are hereby deleted.

6. Amendment to Percentage of Ownership. Attachment 3 to the Declaration, detailing the Percentage of Ownership, shall be amended and replaced in its entirety by Exhibit "3", attached hereto and incorporated herein.

7. Miscellaneous. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Declaration, the terms and provisions of this Amendment shall supersede and control. Except as herein modified and amended, all terms and conditions of the Declaration are incorporated herein, shall remain in full force and effect, and are hereby ratified and confirmed by Declarant. The execution of this Amendment shall in no event be deemed to constitute a waiver of any right or claim of Declarant under or by virtue of the Declaration, except as specifically described herein. Declarant represents and warrants that no consents of third parties are necessary for the execution and performance of this Amendment and that the persons signing this Amendment have been duly authorized to sign on behalf of Declarant and such party has the right to consent to the matters set forth herein.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed in its behalf.

DECLARANT

LOGAN HOSPITALITY, LLC, a Nebraska limited liability company

By: [Signature]
Name: Mike Works
Title: Manager

STATE OF NEBRASKA)
) SS.
COUNTY OF Lancaster)

On this 22 day of August, 2019 before me appeared Mike Works to me personally known, who, being by me duly sworn, did say that he is the Manager of Logan Hospitality, LLC, and acknowledged that he executed the foregoing instrument in behalf of such company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid the day and year first above written.

[Signature]
Notary Public [SEAL]

My commission expires: 1-6-2022



Exhibit "1"






The Real Property

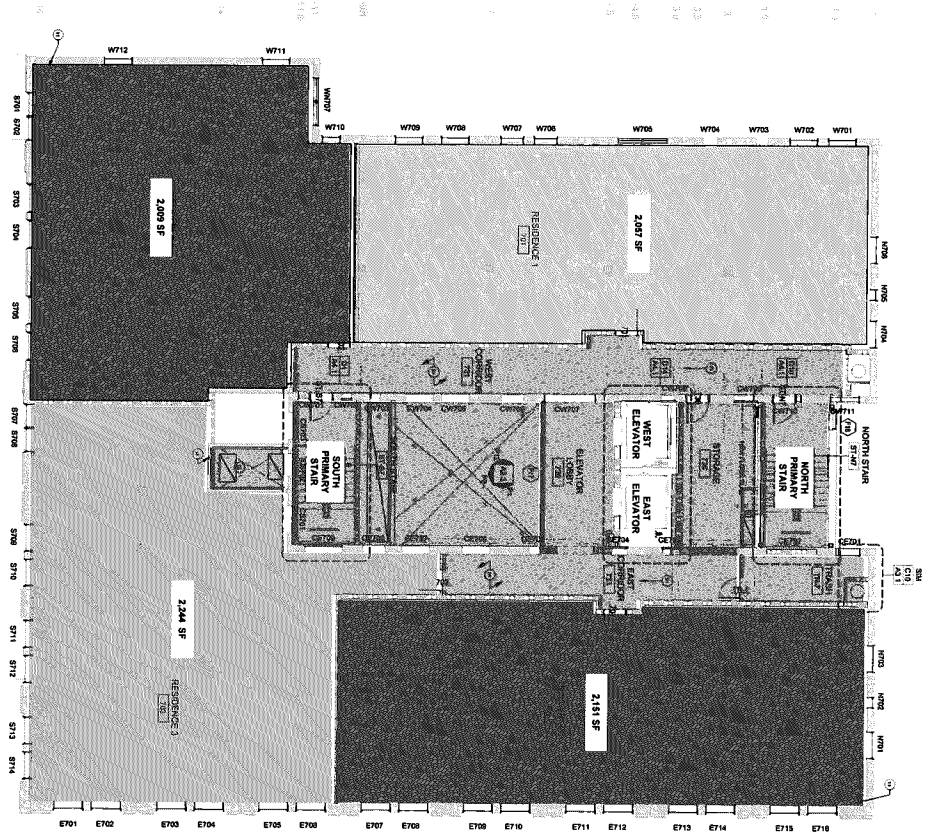
The East 45.17 feet of Lot Six (6), and all of Lots Seven (7), and Eight (8), Block Eighty-Four (84), Original City of Omaha, in Douglas County, Nebraska; Together with the South 40 feet of Lot One (1), Block Eighty-Four (84), Original City of Omaha, in Douglas County, Nebraska, more particularly described as follows: Beginning at the Southeast corner of said Lot Eight (8) in Block Eighty-Four (84); thence South 89 degrees 46 minutes 25 seconds West (an assumed bearing relative to all bearings contained herein) along the South line of said Block Eighty-Four (84) for a distance of 177.78 feet; thence North 00 degrees 13 minutes 15 seconds West along the West line of the East 45.17 feet of said Lot Six (6) in Block Eighty Four (84) for a distance of 119.88 feet; thence North 89 degrees 36 minutes 39 seconds East along the North line of said Lots Six (6) and Seven (7) for a distance of 111.36 feet; thence North 00 degrees 21 minutes 07 seconds West along the West line of said Lot One (1) in Block Eighty-Four (84) for a distance of 40.00 feet; thence North 89 degrees 36 minutes 39 seconds East along the North line of the South 40.00 feet of said Lot One (1) in Block Eighty-Four (84) for a distance of 66.14 feet; thence South 00 degrees 24 minutes 46 seconds East along the East line of said Lot One (1) in Block Eighty-Four (84) for a distance of 40.00 feet; thence South 00 degrees 20 minutes 08 seconds East along the East line of said Lot Eight (8) in Block Eighty-Four (84) for a distance of 120.38 feet to the point of beginning.

Exhibit "2"

Amendment to Plans

(See attached)

-  COMMON ELEMENT
-  RESIDENTIAL UNIT 1
-  RESIDENTIAL UNIT 2
-  RESIDENTIAL UNIT 3
-  RESIDENTIAL UNIT 4



THE LOGAN HOTEL
 1802 Dodge St, Omaha, NE 68102

Exhibit Block Plans
 Date: 08.20.2019

SCALE: 1/8" = 1'-0"

FLOOR PLAN - SEVENTH FLOOR

Exhibit "3"

Percentage of Ownership

PERCENTAGE OF OWNERSHIP

<u>UNIT #</u>	<u>Percentage of Ownership</u>	<u>Votes</u>	<u>% Allocation of Common Expense Liability</u>
Hotel Unit 1	62%	62	62%
Commercial Unit 1	15%	15	15%
Commercial Unit 2	5%	5	5%
Restaurant Unit 1	10%	10	10%
Residential Unit 1	2%	2	2%
Residential Unit 2	2%	2	2%
Residential Unit 3	2%	2	2%
Residential Unit 4	2%	2	2%
Total	100.00%	100.00	100.00%