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Return to: Michael D. Matejka, Woods & Aitken, LLP, 10250 Regency Circle, Suite 525, Omaha, NE 68114

**FIRST AMENDMENT TO DECLARATION AND MASTER DEED  
OF THE  
87<sup>TH</sup> STREET SPLIT CONDOMINIUM REGIME**

This First Amendment to the Declaration and Master Deed of 87<sup>th</sup> Street Split Condominium Regime is made and entered into this 25 day of July, 2011, by JAJ Enterprises, L.L.C., a Nebraska limited liability company ("JAJ"), and Family Ventures, LLC, a Nebraska limited liability company ("Family").

**RECITALS:**

WHEREAS, on October 16th, 2008, JAJ, as the Declarant, filed the Declaration and Master Deed of the 87th Street Split Condominium Regime with the Douglas County Register of Deeds, at Instrument No. 2008100931 (the "Declaration") establishing Units described on Exhibit "A" attached hereto; and

WHEREAS, JAJ is the owner of Unit A; and

WHEREAS, Family is the owner of Unit B; and

WHEREAS, JAJ and Family wish to amend the Declaration as provided herein.

NOW, THEREFORE, JAJ and Family hereby amend the Declaration as follows:

1. Section 6.1(a) is hereby amended and restated as follows:

**"6.1 Approval of Plans.**

(a) Approval Required. Except for any Improvements constructed and installed by Declarant, no improvement or other work which alters the exterior of any Unit, Limited Common Element or Common Element may be erected, placed, expanded,

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added to, maintained or permitted to remain, until the plans and specifications and other documentation as may be required by the Association for said Improvements and alterations, which may include, without limitation, materials, colors, signage, exterior lighting and any other information needed to accurately describe the exterior appearance or functional characteristics of said Improvements (the "Application"), and have been submitted to and approved in writing by the Association. The Association may require the Application to include a written opinion with an affixed seal from a structural (or other engineer as designated by the Association) licensed in the State of Nebraska that the proposed improvement does not adversely affect the integrity, strength or capacity of the structure, roof, or any other component of any Common Element, Limited Common Element, or Unit. Three sets of the Application shall be filed with the Association. Improvements approved in writing by Declarant prior to the recording of this Declaration shall be deemed to have been approved by the Association."

2. Section 8 is hereby amended by adding the following:

"(d) Failure of Association to Maintain. If an Owner determines that the Association has unreasonably failed or refused to discharge its obligations with regard to the maintenance, repair, upkeep or replacement of any items for which the Association is responsible hereunder, then the Owner (except no notice shall be required in an emergency situation in which case the Owner may proceed immediately) shall provide the Association with written notice specifying the nature of the maintenance, repair or replacement and the estimated costs thereof with reasonable particularity. The Association shall have fifteen (15) calendar days to complete any such repairs, maintenance or replacements; provided, however, the Association shall have more than fifteen (15) days if such performance cannot reasonably be completed within fifteen (15) days and the Association is diligently pursuing the completion. In the event the Association unreasonably fails, neglects or refuses to repair, maintain or replace any such items within fifteen (15) days after the receipt of the notice, then the Owner, shall have the right to cause the repairs, maintenance or replacements to be made, and the Association shall, within thirty (30) days after the completion of such work, reimburse the Owner. Any costs incurred by the Owner under this Section shall be deducted from the assessment against the Unit to which such Owner is subject."

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this First Amendment to Declaration and Master Deed of 87<sup>th</sup> Street Split Condominium Regime to be properly executed and delivered the day and year first above written.

DECLARANT:

JAJ ENTERPRISES, L.L.C., a Nebraska limited  
Liability company

By: [Signature]  
Its: owner  
Jeff Johnson

FAMILY VENTURES, LLC, a Nebraska limited  
liability company

By: [Signature]  
Its: owner  
Mike Lafare

STATE OF NEBRASKA )

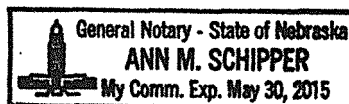
) ss.

COUNTY OF DOUGLAS )

Before me, a notary public, in and for said county and state, personally came Jeff Johnson, President of JAJ Enterprises, L.L.C., a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

Witness my hand and Notarial Seal this 12 day of July, 2011.

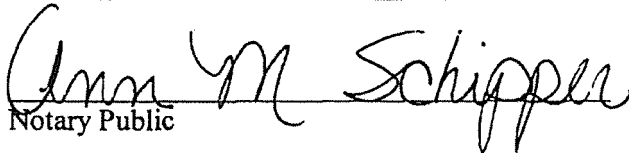
[Signature]  
Notary Public

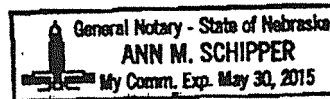


STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF DOUGLAS                    )

Before me, a notary public, in and for said county and state, personally came Mike Lafave, President of Family Ventures, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

Witness my hand and Notarial Seal this 25th day of July, 2011.

  
Notary Public



## **EXHIBIT "A"**

### **Legal Description**

Units A and B of the 87<sup>th</sup> Street Split Condominium Regime, a condominium organized under the laws of the State of Nebraska pursuant to the Declaration of Master Deed of 87<sup>th</sup> Street Split Condominium Regime on the 16th day of October, 2008, as Instrument No. 2008100931 in the Register of Deeds of Douglas County, Nebraska