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> Received - DIANE L. BATTIATO Register of Deeds, Douglas County, NE 2/18/2011 11:53:35.76 2 0 1 1 0 1 7 0 1 0

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FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS OF RIVERFRONT PLACE MASTER ASSOCIATION, INC.

This First Amendment to Master Declaration of Covenants, Easements, Conditions and Restrictions of Riverfront Place Master Association, Inc. ("First Amendment") is made this 10 day of February 2011, by Riverfront Holdings, LLC, a Nebraska limited liability company, successor-in-interest to Riverfront Partners, LLC, a Nebraska limited liability company (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, this First Amendment is made effective pursuant to the terms and provisions of the Master Declaration of Covenants, Easements, Conditions and Restrictions of Riverfront Place Master Association, Inc. dated October 4, 2006, and recorded in the Office of the Douglas County Register of Deeds on October 4, 2006, as Instrument No. 2006114432 (the "Declaration").

WHEREAS, the lots defined as "Phase 2" and "Phase 2 Property" have been administratively replatted and Declarant desires to amend the Declaration to reflect this replat by revising the definition of "Phase 2" and "Phase 2 Property".

WHEREAS, a result of the replat, Declarant desires to amend the Declaration such that the references to the individual lots which comprise the Phase 2 Property accurately refer to such lots after the administrative replatting of the lots.

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

- 1. <u>Recitals</u>. The Recitals as set forth above are hereby incorporated into this First Amendment as if fully set forth herein.
- 2. <u>Definitions</u>. Unless otherwise defined in this First Amendment, all capitalized terms used in this First Amendment will have the same meanings ascribed to such terms in the Declaration.
- 3. <u>Amendments.</u> Pursuant to Section 14.02 of the Declaration, Declarant hereby amends the Declaration as follows:
 - A. The definition of "Phase 2" and "Phase 2 Property" found in Section 1.18 of the Declaration is hereby amended by deleting the second sentence of Section 1.18 in its entirety and replacing it with the following:

Phase 2 or the Phase 2 Property shall include Lots 1 through 5, inclusive, Riverfront Place Replat 1, a subdivision as surveyed, platted

and recorded in Douglas County, Nebraska.

- B. The Declaration is hereby amended in its entirety such that any specific references to "Lot 2" shall be deleted and replaced with "Lot 1, Riverfront Place Replat 1".
- C. The Declaration is hereby amended in its entirety such that any specific references to "Lot 3" shall be deleted and replaced with "Lot 2, Riverfront Place Replat 1".
- D. The Declaration is hereby amended in its entirety such that any specific references to "Lot 4" shall be deleted and replaced with "Lot 3, Riverfront Place Replat 1".
- E. The Declaration is hereby amended in its entirety such that any specific references to "Lot 5" shall be deleted and replaced with "Lot 4, Riverfront Place Replat 1".
- F. The Declaration is hereby amended in its entirety such that any specific references to "Lot 6" shall be deleted and replaced with "Lot 5, Riverfront Place Replat 1".
- G. Any reference in the Declaration to "Outlot C" shall be deleted in its entirety. Outlot C no longer exists because Outlot C was administratively combined with what was formerly known as "Lot 5, Riverfront Place" such that the combined lot is now referred to as "Lot 4, Riverfront Place Replat 1".
- H. Exhibit "A" to the Declaration shall be deleted in its entirety and shall be replaced with the Exhibit "A" attached hereto. and Exhibit A-1 attached hereto.
- I. Exhibit "B" to the Declaration shall be deleted in its entirety and shall be replaced with the Exhibit "B" attached hereto.
- J. Exhibit "C" to the Declaration shall be deleted in its entirety and shall be replaced with the Exhibit "C" attached hereto.
- 4. <u>Indexing</u>. This First Amendment shall be indexed against the following units and lots within Riverfront Place, to-wit:

Outlots A and B, Riverfront Place, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and;

Units No. 1 thru 18, inclusive, and Units 2A thru 2E, inclusive, 3A thru 3E, inclusive, 4D thru 4G, inclusive, 5D thru 5G, inclusive, 6D thru 6G, inclusive, 7D thru 7G, inclusive, 8K thru 8M, inclusive, 9K thru 9M, inclusive, 10H and 10J, 11H and 11J, 12H and 12J, and the Penthouse, together with their respective individual Allocated Interests in the Common Elements created by the Declaration and Master Deed of Riverfront Place Condominium Property Regime that was recorded in the Office of the Douglas County Register of Deeds on October 4, 2006, Instrument No. 2006114433.

5. <u>No Other Amendments</u>. Except as set forth in this First Amendment, the Declaration shall remain in full force and effect.

[Signatures on following pages]

haid mharmann i ari i.

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be executed on the day and year first above written.

RIVERFRONT HOLDINGS, LLC, a Nebraska limited liability company

₽v∙

Kim R. McGuire, Manager

STATE OF UTAH.) ss COUNTY OF SUMMET)

Before me, a Notary Public in and for said County and State, personally appeared Kim R. McGuire, by me known to be the Manager of Riverfront Holdings, LLC, a Nebraska limited liability company, who acknowledged the execution of the foregoing Notice of Annexation of Ferritory to the Riverfront Place Condominium Property Regime on behalf of said limited liability company.

Witness my hand and Notarial Seal this 10 day of FEBRUARY, 2011.

[Seal]

Motary Public
MARIE-CLAIRE MARTIN
Commission Number 569057
My Commission Expires
March 26, 2011
State of Utah

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	
County of SANTA BARBARA	
on TUBIO, DOLLA M. BALLOW, A NOTARY	
personally appeared JOHN C	Name(s) of Signer(s)
	who proved to me on the basis of satisfactor evidence to be the person(s) whose name(s) is are
	subscribed to the within instrument and acknowledged
<u> </u>	to me that he/she/they executed the same in
	his/her/their authorized capacity(iee), and that by bis/her/their signature(s) on the instrument the
	person(s), or the entity upon behalf of which the
	person(s) acted, executed the instrument.
DONNA M. PALLON	certify under PENALTY OF PERJURY under the
Commission # 1741657	aws of the State of California that the foregoing
Notary Public - California Santa Barbara County	paragraph is true and correct.
1001 DOLLAR CO. 2011	WITNESS my hand and official seal.
	Down M Valla
Place Notary Seal and/or Stamp Above	Signature: Signature of Notary Public
	NAL —————
Though the information below is not required by law, and could prevent fraudulent removal and	it may prove valuable to persons relying on the document reattachment of this form to another document.
Description of Attached Document	4 114 Th May no Dury ADOTTO
Title or Type of Document: YIBS FUEL	DUENT TO MASTER DECLARATION
Document Date: 2 10 20 11	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(les) Claimed by Signer(s)	O'man de Managa
Signer's Name:Title(s):	☐ Corporate Officer — Title(s):
Individual	☐ Individual ☐ In
☐ Partner — ☐ Limited ☐ General Top of thumb here	☐ Partner — ☐ Limited ☐ General Top of thumb here
~	☐ Attorney in Fact
Attorney in Fact	☐ Trustee
☐ Trustee	☐ Guardian or Conservator
☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator	Other:
☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:	
Title or Type of Document:	Signer Is Representing:

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CONSENT OF TRUSTEE AND BENEFICIARY UNDER DEED OF TRUST

The undersigned, First National Bank of Omaha ("Lender"), hereby consents to the above and foregoing First Amendment; agrees that the Property shall hereafter be owned, held, transferred, sold, leased. conveyed, developed, used, occupied, operated, improved, mortgaged or otherwise encumbered subject to the provisions of the Declaration as amended by the First Amendment; agrees that the Declaration as amended by the First Amendment and all of its provisions shall be and are covenants running with the Property; and the undersigned hereby ratifies and approves of the recordation of this Declaration in the Office of the Douglas County Register of Deeds against the Property; provided, however, that as long as there remains outstanding any portion of the indebtedness of Declarant to Lender incurred pursuant to that certain Construction Loan Agreement dated June October 21, 2009 between RFP Residential, LLC ("Declarant") and Lender and secured by, among other things, that certain Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing dated October 21, 2009 and recorded on October 21, 2009 as Instrument No.2009113659 in the Mortgage Records in the office of the Register of Deeds of Douglas County, Nebraska, and that Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing dated October 21, 2009 and recorded on October 21, 2009 as Instrument No.2009113662 in the Mortgage Records in the office of the Register of Deeds of Douglas County, Nebraska (collectively the "Deeds of Trust"), Declarant shall not, without the prior written consent of Lender, exercise or assign any of the rights or privileges set forth in Article XIII of the above and foregoing Declaration, until all such indebtedness has been paid in full and any attempt by Declarant to exercise or assign any such rights or privileges without Lender's prior written consent shall be null and void; further, provided, however, that Lender's lien under the aforementioned Deeds of Trust shall remain superior and senior in priority to the Declaration as amended by the First Amendment and nothing set forth above shall be interpreted to the contrary and under no circumstance shall Lender, or its successor or assigns, be responsible or liable for any Common Expense Liability (as defined in the Declaration), or subject to the Association's lien for Common Expenses (as defined in the Declaration), which accrued on any Unit prior to the time the Lender or its successors or assigns take title to any such Unit.

Executed this 15 day of February, 2011. FIRST NATIONAL BANK OF OMAHA, as Trustee, Beneficiary and Lender, STATE OF NEBRASKA) ss. COUNTY OF DOUGLAS The foregoing instrument was acknowledged before me on this 15 day of February Daniel m. Shultz , as Vice Regident of First National Bank of Omaha, as Trustee, Beneficiary and Lender, on behalf of said company. GENERAL NOTARY - State of Nebraska BRIANNA M. JOHNSON

My Comm. Exp. March 2, 2013

CONSENT OF TRUSTEE AND BENEFICIARY UNDER DEED OF TRUST

The undersigned, City of Omaha ("Lender"), hereby consents to the above and foregoing First Amendment; agrees that the Property shall hereafter be owned, held, transferred, sold, leased, conveyed, developed, used, occupied, operated, improved, mortgaged or otherwise encumbered subject to the provisions of the Declaration as amended by the First Amendment; agrees that the Declaration as amended by the First Amendment and all of its provisions shall be and are covenants running with the Property; and the undersigned hereby ratifies and approves of the recordation of this Declaration in the Office of the Douglas County Register of Deeds against the Property; provided, however, that as long as there remains outstanding any portion of the indebtedness of Declarant to Lender incurred pursuant to that Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing, dated October 15, 2009, and filed October 21, 2009, as Instrument No. 2009113679 in the of the Office of the Register of Deeds of Douglas County, Nebraska, and that Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing, dated October 15, 2009, and filed October 21, 2009, as Instrument No. 2009113680 in the of the Office of the Register of Deeds of Douglas County, Nebraska (collectively the "Deeds of Trust"), the Declarant shall not, without the prior written consent of Lender, exercise or assign any of the rights or privileges set forth in Article XIII of the above and foregoing Declaration, until all such indebtedness has been paid in full and any attempt by Declarant to exercise or assign any such rights or privileges without Lender's prior written consent shall be null and void; further, provided, however, that Lender's lien under the aforementioned Deeds of Trust shall remain superior and senior in priority to the Declaration as amended by the First Amendment and nothing set forth above shall be interpreted to the contrary and under no circumstance shall Lender, or its successor or assigns, be responsible or liable for any Common Expense Liability (as defined in the Declaration), or subject to the Association's lien for Common Expenses (as defined in the Declaration), which accrued on any Unit prior to the time the Lender or its successors or assigns take title to any such Unit.

Executed this 15th day of February, 2011.

THE CITY OF OMAHA, a municipal corporation, as

Beneficiary,

By:

James Suttle, Mayor

ATTEST:

Paul D. Kratz, City Attorney

STATE OF NEBRASKA

) ss.

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me on this 15th day of _______, 2011, by James Suttle, known to me to the Mayor of the City of Omaha, as Beneficiary, on behalf of said Municipal

Corporation.

GENERAL NOTARY - State of Nebraska
VALERIE L. JOHNSON
My Comm. Exp. July 26, 2011

Notary Public

frees by JHVD RIVERFRONT PLACE relevand by WEK Lots 1 through 6, inclusive, and Outlots A, B, and C, being a replatting of Lots 16 and 18, GALLUP UNIVERSITY RIVERFRONT CAMPUS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. 04th/Wensume 3 7075 \deq\0375F101 deq LAND SURVEYOR'S CERTIFICATE LAND SURVEYOR'S CERTIFICATE I MESSES CRISTO MEI I have met a courdery arrange of the subdiction herein and that permanent movements have been pixed at all onlys points, corners and enter of curves on the business of the glid and fined bed a back has been pointed with the City of formats, interesting the premoved removement in the pixed of all only points, corners and enter of curves on all list and streets in the subdividion to be known an PROFERENT PLACE (that I through it, finedams, and Dodats A, corners and it list and streets in the subdividion to be known an PROFERENT PLACE (that I through it, finedams, and Dodats A, corners and the subdividion to be known and PROFERENT PLACE (that I through it, finedams, and Dodats A, corners and the subdividion to be known and PROFERENT PLACE (that I through it is contained to the pixel and through the subdivided by metics and because on offices. Replicating of the southern corner of all 5. CALLEU MORRISON PROFERENT COUNTY, in the contained by metics and because of this is, in a contained to the in-this PROFERENT COUNTY, in the contained the pixel of the subdividion of the contained to the subdivided that the contained the pixel of the pixel " 5 GALLUP UNIVERSITY RIVERFRON CAMPUS DRAINAGE AND STORM SEWER EASEMENT TO THE CITY OF CHAMIS 402.496.245 402.496.273 and C) S76*37'49" Robert D. Proett LS# 379 OUTLOT C Date: May 6, 2004 (Fax) (Fax) Outlots OUTLOT A RIVERFRONT PLAZA Outlot 4 Lamp, Rynearson & Associates, In Harlow Washington States of Comman Networks 6815-2027 RIVERFROM PLACE (Lots 1 through 6, in Douglos County, Network) ئوا Attested by the City Clark Mike Folloy Mayor, City of Omsha OUTLOT B APPROVAL OF CITY ENGINEER OF OMAHA ACKNOWLEDGMENT OF NOTARIES I NEFEET APPROVE this plot of RINESPECNT PLACE (Lots 1 involution, 6, inclusive, and Oatlats A, B and C) as to the design standards On this day a publish for 300 Galla, A. S., select may a Pasicy Public, and commissioners, published for 300 Galla, openioned the Florida September of the Sep R=191.00' S77 19 13 W C=362.80' OUTLOT 5 A=478 41 Witness my hand and afficial seci the date last aforesoid. 587°31'46"W 86.44" NOTES 1 ALL DISTANCES ARE SHOWN AN DECIMAL FEET. ALL DISTANCES SHOWN ALONG CURVES AFE ARC DISTANCES NOT CHORD DISTANCES APPROVAL OF CITY PLANNING BOARD T. ALL ANCIES ARE 90' LANESS OTHERWSE MOTED This plat of RAERFRONT PLACE (Lots I) through 6, inclusive, and Guitats A, 8 and C) was approved by the CITY PLANNING BOARD, 4. DISTANCES AND MIGLES SHOWN IN PARENTHESES REFER TO EASEMENTS. COUNTY ENGINEER'S CERTIFICATE R=193.00 5. ALL LAND LYING SOUTHEAST OF THE NORMAL HIGH WATER LINE OF THE WISSONSH FRACE IS SHERECT TO MAYARDID SERVITURE AND IS COMPAULED BY THE UNITED STATES ANY CORPS OF CHONEESS UNITED STORY TO THE RAFESS AND HARBORS ACT OF 1891. This plot of SNEFFECNT PLACE (Lata 1 through 6, inclusive, and Outlots A, 8 and C) was reviewed by the Douglas County Engineer's Office. C=124.84 C=124.84' A=127.12' GALLUP UXIVERSITY RIVERFRONT CAMPUS Chairman, CTY FLANKING BOARD 6 THÉ ÉAST PROPERTY LINE OF LOT 3 IS AT ELEXADON 965. BENCH MARK 7. LOTS 1 AND 6 WILL NO SIRECT VEHICLUR ACCESS TO RIVERFRONT OPINE. Bauglas County Engineer Sky of Cricka QIS Manument (Brass Cop) located near the zoutheast corner of 10th Street and Dodge Street. Devolumm1025,95 This plot of RMEFFRONT PLACE (tota 1 through 6, inclusive, and Cultats A, B and C) was approved and accepted by the City Council of Omeha, Nebrasia. COUNTY TREASURER'S CERTIFICATE properly described in the Lond Surveyor's Certificate and embraced in this plot, as shown by the records of this citics, **EXHIBIT** A book page 03075

sheet

LOCATED IN: SW 1/4 Sec. 14-15-13

ADMINISTRATIVE MINOR PLAT

RIVERFRONT PLACE REPLAT 1

Lots 1 through 5, inclusive, being an administrative replatting of Lots 2 through 6, inclusive, and Outlot C, RIVERFRONT PLACE, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

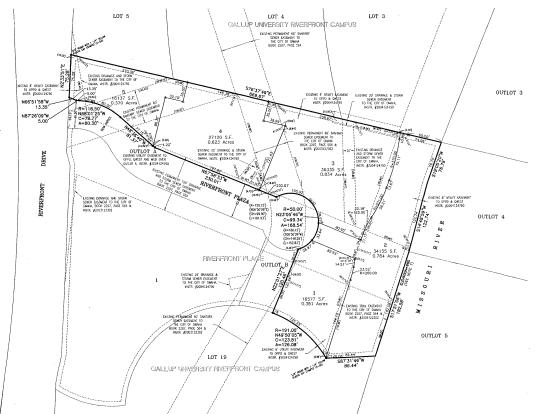


EXHIBIT A-1

LEGAL DESCRIPTION

ots 1 through 5, inclusive, RIVERFRONT PLACE REPLAT 1, being an administrative replatting of Lots 2 through 6, inclusive, and Outlot C, RIVERFRONT PLACE, a subdivision, as surveyed, platted and recorded in Doualan County, Netropalsia.

LAND SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed and placed permanent monuments and concern and ends of curves as described above or shown hereon on lots in subdivision to be known as RIMERFRONT PLACE REPAIT I (Lats I through 5, inclusive), being an administrative repoliting of Lats 2 through 6, inclusive, and Guidal C, RIMERFRONT PLACE, a subdivision, as surveyed.

Todd L Whitfield, LS. 561

TODO L. WHITHELD LS-561

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I find no regular nor special taxes due or delinquent against the property described in the Land Surveyor's Certificate and embraced in this plot, as shown by the records of this office, this

Douglas County Treasurer

APPROVAL OF CITY ENGINEER OF OMAHA

I HEREBY CERTIFY THAT adequate provisions have been made for the

CORNER FOUND (5/8" REBAR W/L 1/4" YELLOW PLASTIC
CAP STAMPED LS-379, UNLESS NOTED OTHERWISE)

WITNESS CORNER FOUND (5/8" REBAR W/1 1/4" YELLOW PLASTIC CAP STAMPED LS-545)

BOUNDARY LINE

LOT LINE

LEGEND

NOTES

- 1. ALL DISTANCES ARE SHOWN IN DECIMAL EFFT.
- ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
- 3. ALL ANGLES ARE 90" UNLESS OTHERWISE NOTED.
- ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED (NR).
- DISTANCES AND ANGLES SHOWN IN PARENTHESES REFER TO EASEMENTS.
- TO EASEMENTS.

 ALL LAND LYING SOUTHEAST OF THE NORMAL HIGH WATER
- RIVERS AND HARBORS ACT OF 1899.

 7. THE EAST PROPERTY LINE OF LOT 2 IS AT ELEVATION
- LOT 5 WILL HAVE NO DIRECT VEHICULAR ACCESS TO RIVERFRONT DRIVE.

BENCHMARK

City of Omaha GS Monument (Brass Cap) located near the northwast corner of 10th Street and Badge Street, Elevation =1025.95 NGVD 29 Approved as a subdivision of RIVERFRONT PLACE REPLAT 1 in compliance with Section 53-10(3), Comaha Municipal Code, with plat requirements waived per Section 7.08, Home Rule Charter of the City of Complex Code.

ning Director

PLANNING DIRECTOR'S APPROVAL

OWNER'S CERTIFICATION

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned ore OWNERS of the property as described in the surveyor's certificate or embreced within this plat, and have caused said land to be subdivided into lats as shown on this plat.

CITY OF OWAHA, a Municipal Corporation, OWNER

MIKE FAHEY Mayor, City of Omaha

ACKNOWLEDGEMENT OF NOTARY

State of Nebrosko) County of Douglas)

The foregoing instrument was acknowledged outcome to

by Mike Fahey, Mayor

of City of Omena

Signature of Notory Public

drawn by EAM designed by TLW

flename Association Easement revisions

revisions 2-17-11 Eds

== W

(Ph) +02.496.2498 (Ph) +02.496.2498

(Ph) 4024 (Fax) 4024

s 1 through 5, inclusiv

West Dodge-Road, Suite 100 a. Nebraska 68154-2027

Ull Lamp

ADMINISTRATIVE MINOR PLAT

job number-tasks 03075.01-203 book page 00006 #16, 55 date 11-4-08

sheet 1 of

IGWssociation Easement Update awg, 2/18/2011 8:20:51 AM