



MISC 2011017013



FEB 18 2011 11:54 P 85

K 85 mlr
 479.50
 (Phase 2)
 07-33039 (Phase 1)
 07-33045 (Phase 1)
 SEE _____ FB _____
 BKP _____ C/O _____ COMP _____
 109 DEL _____ SCAN _____ FV _____

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 2/18/2011 11:54:06.02



2011017013

[Space Above For Recording Data]

FIRST AMENDMENT TO DECLARATION AND MASTER DEED OF RIVERFRONT PLACE CONDOMINIUM PROPERTY REGIME

This First Amendment to Declaration and Master Deed of Riverfront Place Condominium Property Regime ("First Amendment") is made this 10th day of February 2011, by RFP Residential, 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 Declaration and Master Deed of Riverfront Place Condominium Property Regime dated October 4, 2006, and recorded in the Office of the Douglas County Register of Deeds on October 4, 2006, Instrument No. 2006114433 (the "Declaration").

WHEREAS, the Declarant is the lawful owner of the following legally described real property, to-wit:

Lot 3, Riverfront Place Replat 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, formerly known as Lot 4, Riverfront Place, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (referred to herein as the "Phase 2 Property")

WHEREAS, pursuant to Article XIII of the Declaration and the Act, the Declarant hereby desires to amend the Declaration to include the Phase 2 Property into the Riverfront Place Condominium Property Regime.

WHEREAS, this First Amendment shall be indexed and recorded against the Units legally described on Exhibit "A" attached hereto and incorporated herein by this reference, and the Phase 2 Property (defined above).

WHEREAS, pursuant to Article XIII of the Declaration and the Act, the Declarant desires to amend the Declaration by creating fifty (50) additional Units within the Building constructed on the Phase 2 Property, as shown on the Condominium Plans of the Condominium Regime attached hereto as Exhibit "B-1" and incorporated herein by this reference, including, but not limited to, all Common Elements, Limited Common Elements and Parking Spaces contained therein.

WHEREAS, pursuant to Article XIII of the Declaration and the Act, the Declarant desires to reallocate the Allocated Interests amongst the Units and Unit Owners within the Phase 1 Property and Phase 2 Property in accordance with the formula set forth in Section 2.1 of the Declaration.

WHEREAS, by virtue of the recording of this Declaration, the Phase 1 Property and the Phase 2 Property shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of the Declaration and the Act and every grantee of any interest in said Phase 1 Property or Phase 2 Property, by acceptance of a deed or other conveyance of such interest, and every Owner of any portion of the Phase 1 Property or Phase 2 Property, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of the Act and this Declaration and shall be deemed to have consented to the terms hereof.

WHEREAS, in furtherance of the condominium form of ownership and for the purposes and intents thereof, Declarant hereby subjects the Phase 2 Property to the terms, covenants, restrictions and easements set forth in the Declaration, which shall apply to, govern, control and regulate the sale, resale, or other disposition, acquisition, ownership, use and enjoyment of the Phase 2 Property and the Improvements located or to be located thereon, and does hereby specify, agree, designate and direct that this Declaration and all of its provisions shall be and are covenants to run with the Phase 1 Property and Phase 2 Property and shall be binding on the present owners of the Phase 1 Property and Phase 2 Property and all its successors and assigns and all subsequent owners of the Phase 1 Property and Phase 2 Property and all of the Improvements constructed or to be constructed thereon, together with their grantees, successors, heirs, executors, administrators, devisees and assigns.

WHEREAS, the Declarant hereby desires to amend the Plans for the Phase 1 Property by showing the location and dimensions of the vertical unit boundaries of the Units located on the Phase 1 Property.

WHEREAS, pursuant to Section 12.3 of the Declaration, the Declarant hereby desires to amend the Declaration to clarify Declarant's original intent with respect to Section 5.3 and Section 7.1(b) of the Declaration, and to amend the Condominium Plans to show the location and dimensions of the vertical unit boundaries within the Phase 1 Property as shown on Exhibit "B2", attached hereto.

NOW, THEREFORE, Declarant, for the purposes set forth above, does hereby amend the Declaration to, inter alia, include the Phase 2 Property and all Improvements and facilities constructed or to be constructed thereon into the Riverfront Place Condominium Property Regime, and further states and declares as follows:

1. Recitals. The Recitals as set forth above are hereby incorporated into this First Amendment as if fully set forth herein.

2. Definitions. 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. Amendments. The Declarant hereby amends the Declaration as follows:

A. Section 1.2 is hereby amended in its entirety as follows:

Additional Property means Lot 4, Riverfront Place Replat 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, formerly known as Lot 5, Riverfront Place, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (Phase 3) as shown on the Plat and Plans, which may be added to the Condominium Property Regime in accordance with the provisions of Article XIII of this Declaration and the exercise of Special Declarant Rights inclusive of Development Rights reserved by Declarant to add the real estate to the Condominium Regime. The Additional Property may be referred to on the Condominium Plans as the Reserved Property (Phase 3).

I. Sections 5.1, 5.11 and 5.12 of the Declaration shall be amended, in part, to include the Phase 2 Property in addition to the Phase 1 Property.

J. Section 5.3 of the Declaration is hereby amended, in part, to allow the Unit Owners, with the prior written consent of the Board, which consent shall not be unreasonably withheld, to reallocate, convey, assign and transfer any right, title or interest in and to their respective assigned storage spaces, as shown and identified on the Condominium Plans, among and between each other; provided, however, any such reallocation, conveyance, assignment or transfer shall be (i) subject to all the rules and regulations adopted by the Association from time to time, and (ii) evidenced by appropriate documentation submitted to the Association and recorded in the Office of the Douglas County Register of Deeds to the extent necessary. The Board shall not have any rights or authority to reassign or reallocate any storage spaces without the prior written consent of the Unit Owners affected thereby.

K. Section 6.2(b) shall be amended, in part, to provide that no hot tubs, spas, or other similar equipment shall be allowed on any level of the Building located on the Phase 2 Property.

L. The second paragraph in Section 7.1(b) shall be deleted in its entirety and replaced with the following:

Despite any provision herein contained to the contrary, the Association shall not be liable for injury or damage to any Person or property caused by any Unit Owner or by any other Person. If a Unit Owner places any personal property, or installs or constructs any fixtures or Improvements within such Unit Owner's Unit or within or on any of the Common Elements, including any Limited Common Elements, with or without the approval of the Declarant and/or the Association, the Unit Owner shall be responsible for: (i) all costs of repairing, maintaining, relocating and/or replacing (to the extent necessary), any such personal property, fixtures or Improvements within such Unit Owner's Unit or within the Common Elements, including any Limited Common Element, and (ii) any damage that occurs to any other Units, Common Elements, or any Limited Common Elements to the extent that such damages are caused by or result from the installation, construction, repair, maintenance, relocation and/or replacement of such personal property, fixtures or Improvements installed by such Unit Owner. If the Unit Owner removes any such personal property, fixtures or Improvements identified by the Association as potentially causing damage to Common Elements or Limited Common Elements within forty-eight (48) hours after receiving written notification from the Association to remove specific personal property, fixtures or Improvements required to allow the Association to repair the Common Elements or Limited Common Elements or such damages are not exacerbated by or caused by the installation, construction, repair, maintenance, relocation and/or replacement of such personal property, fixtures or Improvements installed by the Unit Owner, then the Unit Owner shall not be liable or responsible for such loss or damage to any other Unit, the Common Elements or Limited Common Elements. In the event that it becomes necessary for the Declarant or the Association, or any contractor of either of them, to make any repairs to any of the Common Elements or Limited Common Elements and such personal property, fixtures or Improvements installed by a Unit Owner in the Common Elements or Limited Common Elements must be removed to allow such repairs, the Unit Owner will be promptly remove such personal property, fixtures or Improvements at the sole cost of the Unit Owner. The Unit Owner removing such personal property, fixtures

B. Section 1.7 is hereby amended, in part, to include the building constructed or to be constructed on the Phase 2 Property as follows:

Building as used herein shall also include any structure located on the Phase 2 Property in which one or more Condominium Units are located. The Building located on the Phase 2 Property is more particularly described and identified on the Condominium Plans (as defined below).

C. Section 1.13 is hereby amended in its entirety as follows:

Condominium, Condominium Regime or Condominium Project means the Phase 1 Property and Phase 2 Property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the Owners of those portions.

D. Section 1.14 is hereby amended, in part, to include the Condominium Plans for the Phase 2 Property, and to add the location and dimensions of the vertical unit boundaries within the Phase 1 Property, as follows:

Condominium Plan or Plans shall also include the drawings set forth on Exhibit "B-1" attached hereto that were prepared by a registered architect or engineer that contains the information required by the provisions of the Act with respect to the Phase 2 Property, and shall also include the location and dimensions of the vertical unit boundaries within the Phase 1 Property as shown on Exhibit "B-2".

E. Section 1.36 shall be added to the Declaration as follows:

Phase 2 Property means the real property described above, together with all Improvements thereon which property and Improvements are submitted to the Act by this First Amendment and the Declaration. The Phase 1 Property and Phase 2 Property shall sometimes be referred to as the "Property".

F. Section 2.1 of the Declaration is hereby amended to include the newly created Units within the Building located on the Phase 2 Property as follows:

Creation of New Units and Allocated Interests. All of the Condominium Units located on the Phase 2 Property shall be legally described as shown on the Condominium Plans attached hereto as Exhibit "B-1". The Phase 2 Property shall consist of one Building containing fifty (50) Condominium Units. Pursuant to Section 76-847(a) of the Act and the Declaration, the Declarant shall be the Owner of the Units created by this First Amendment.

G. Sections 3.1(a) and 3.1(b) of the Declaration are hereby amended, in part, to include the Phase 2 Property into the Condominium Regime

H. Section 3.2 of the Declaration is hereby amended, in part, to reallocate the Allocated Interest amongst all of the Units located within the Phase 1 Property and Phase 2 Property in accordance with the formula established in Section 2.1 of the Declaration as set forth on Exhibit "C-1" attached hereto and incorporated herein by this reference. Accordingly, Exhibit "C-1" attached hereto shall replace Exhibit "C-1" attached to the original Declaration.

or Improvements will also have sole responsibility for the cost of any re-installation thereof. In addition, the Unit Owner shall be solely responsible for the risk of any loss or damage to such personal property, fixtures and/or Improvements installed by the Unit Owner within the Common Elements or Limited Common Elements for any cause whatsoever unless such loss or damage is caused by the negligence or willful misconduct of the Declarant or the Association, or any contractor of either of them, as the case may be. The Unit Owners shall be entitled to receive the benefit of any and all warranties held in the name of the Declarant and/or the Association to the extent applicable and to the extent permitted by law for any repairs to items that have been occasioned by any act or omission of the Declarant and/or its respective contractors in installation and construction of the Improvements and for repairs of any warranted components of the Improvements that were installed or constructed by the Declarant's contractors. The Unit Owners hereby grant the Declarant and/or the Association an easement for the purposes of inspecting, maintaining, repairing and reconstructing the damages caused by the events set forth in Subsections (i) through (iii) of this paragraph of Section 7.1(b).

M. Section 8.7(a) of the Declaration is hereby amended, in part, to reallocate those expenses that are solely for the benefit of those Units on the second through thirteenth (penthouse) floors of the Building located on the Phase 1 Property and floors three through fourteen (Penthouse Floor) of the Building located on the Phase 2 Property, as determined by the Board from time to time, and shall be prorated solely among those Unit Owners per Exhibit "C-2" attached hereto. Accordingly, Exhibit "C-2" attached hereto shall replace Exhibit "G2" attached to the original Declaration.

N. As long as there remains outstanding any portion of the indebtedness of Declarant to First National Bank of Omaha ("Lender") incurred pursuant to that certain Construction Loan Agreement dated October 21, 2009 between 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, Declarant shall not, without the prior written consent of the Lender, exercise or assign any of the rights or privileges set forth in Section 13.1 of the 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. At such time as all of the indebtedness of Declarant to Lender incurred pursuant to such Construction Loan Agreement has been paid, at Declarant's request and at Declarant's expense, Lender shall execute and deliver to Declarant an instrument in recordable form confirming that such indebtedness has been repaid and the Declarant's rights and privileges under Section 13.1 are no longer subject to the restrictions and limitations set forth in this paragraph.

4. No Other Amendments. Except as set forth in this First Amendment, the Declaration shall remain in full force and effect.

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

\\
\\
\\

[Signatures on following pages]

RFP RESIDENTIAL, LLC, a Nebraska Limited Liability Company

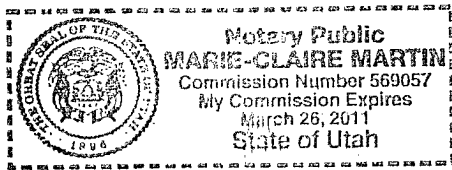
By: Riverfront Holdings, LLC, a Nebraska Limited Liability Company, its sole member

By: Kim R. McGuire
Kim R. McGuire, Manager

STATE OF UTAH)
COUNTY OF SUMMIT)ss.

Before me, a notary public, in and for said county and state, personally came Kim R. McGuire, Manager of Riverfront Holdings, LLC, a Nebraska limited liability company, the sole member of RFP Residential, 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 limited liability company.

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



Marie-Claire Martin
Notary Public

John C. Kinnear, III
John C. Kinnear, III, Manager
Riverfront Holdings, LLC

STATE OF _____)
)ss.
COUNTY OF _____)

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

Sgt. Arachist
Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

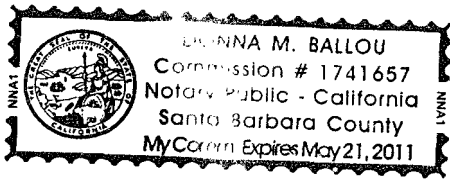
State of California

County of SANTA BARBARA

On FEB 10, 2011 before me, DONNA M. BALLOU, A NOTARY
Date Here Insert Name and Title of the Officer

personally appeared JOHN C. KINNEAR III
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that ~~he~~ she ~~they~~ executed the same in ~~his~~ her ~~their~~ authorized capacity(ies), and that by ~~his~~ her ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Donna M. Ballou
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: FIRST AMENDMENT TO DECLARATION

Document Date: 2-10-11 Number of Pages: 14

Signer(s) Other Than Named Above: NA

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Individual
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee
<input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____ | <div style="border: 1px solid black; padding: 2px; text-align: center;"> RIGHT THUMBPRINT OF SIGNER
 Top of thumb here </div> | <input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Individual
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee
<input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____ | <div style="border: 1px solid black; padding: 2px; text-align: center;"> RIGHT THUMBPRINT OF SIGNER
 Top of thumb here </div> |
|---|--|---|--|

Signer Is Representing: _____ Signer Is Representing: _____

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 ("Deed 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 Deed 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.


Notary Public

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 (the "Deed of Trust"), 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, 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 Deed 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: _____

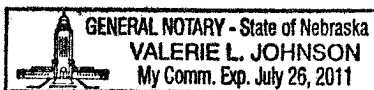
James Suttle
James Suttle, Mayor

ATTEST: _____

Paul D. Kratz
Paul D. Kratz, City Attorney

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

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



Valerie L. Johnson
Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION OF UNITS

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.

EXHIBIT "B-1"
CONDOMINIUM PLANS
(Phase 2 Property)

EXHIBIT "B-2"
CONDOMINIUM PLANS
(Phase 1 Property)

EXHIBIT "C-1"
ALLOCATED INTERESTS

**DECLARATION AND MASTER DEED
OF RIVERFRONT PLACE
CONDOMINIUM PROPERTY REGIME**

Revised: January 1, 2011

EXHIBIT C-1: ALLOCATION OF UNDIVIDED INTERESTS

PHASE 1

Townhomes

	<u>Unit No.</u>	<u>Address</u>	<u>SqFt</u>	<u>Allocated Percentage</u>
Riverfront Plaza	1	521	2,862	1.35%
	2	523	2,627	1.24%
	3	525	2,627	1.24%
	4	527	2,627	1.24%
	5	529	2,627	1.24%
	6	531	2,627	1.24%
	7	533	2,026	0.96%
	8	535	2,026	0.96%
Riverfront Drive	9	739	2,026	0.96%
	10	737	2,026	0.96%
	11	735	2,627	1.24%
	12	733	2,627	1.24%
	13	731	2,627	1.24%
	14	729	2,627	1.24%
	15	727	2,627	1.24%
	16	725	2,627	1.24%
	17	723	2,182	1.03%
	18	721	2,350	1.11%
Sub-Total			44,395	20.96%

Tower Units (Address on 555 Riverfront Pl)

2A	203	1,294	0.61%
2B	202	1,052	0.50%
2C	204	968	0.46%
2D	201	1,403	0.66%
2E	205	1,403	0.66%
3A	303	1,294	0.61%
3B	302	1,052	0.50%
3C	304	1,052	0.50%
3D	301	1,403	0.66%
3E	305	1,403	0.66%
4D	401	1,403	0.66%
4E	404	1,403	0.66%
4F	402	1,704	0.80%
4G	403	1,704	0.80%
5D	501	1,403	0.66%
5E	504	1,403	0.66%
5F	502	1,704	0.80%
5G	503	1,704	0.80%
6D	601	1,403	0.66%
6E	604	1,403	0.66%
6F	602	1,704	0.80%
6G	603	1,704	0.80%
7D	701	1,403	0.66%
7E	704	1,403	0.66%
7F	702	1,704	0.80%
7G	703	1,704	0.80%
8K	802	2,120	1.00%
8L	801	2,030	0.96%
8M	803	2,030	0.96%
9K	902	2,120	1.00%
9L	901	2,030	0.96%
9M	903	2,030	0.96%
10H	1001	2,926	1.38%
10J	1002	2,926	1.38%
11H	1101	2,926	1.38%
11J	1102	2,926	1.38%
12H	1201	2,926	1.38%
12J	1202	2,926	1.38%
PH	PH	4,878	2.30%

Sub-total 71,974 33.98%

TOTALS 116,369 54.94%

PHASE 2

			Allocated
Unit No.	Address	SqFt	Percentage
3A	304	1728	0.82%
3B	303	1141	0.54%
3C	305	1258	0.59%
3D	302	1055	0.50%
3E	306	1055	0.50%
3F	301	929	0.44%
3G	307	929	0.44%
4A	404	1,728	0.82%
4B	403	1,258	0.59%
4C	405	1,258	0.59%
4D	402	1,055	0.50%
4E	406	1,055	0.50%
4F	401	929	0.44%
4G	407	929	0.44%
5A	504	1,728	0.82%
5B	503	1,258	0.59%
5C	505	1,258	0.59%
5D	502	1,055	0.50%
5E	506	1,055	0.50%
5F	501	929	0.44%
5G	507	929	0.44%
6A	603	1,728	0.82%
6H	602	1,781	0.84%
6J	604	1,781	0.84%
6K	601	1,504	0.71%
6L	605	1,504	0.71%
7A	703	1,729	0.82%
7H	702	1,781	0.84%
7J	704	1,781	0.84%
7K	701	1,504	0.71%
7L	705	1,504	0.71%
8A	803	1,729	0.82%
8H	802	1,781	0.84%
8J	804	1,781	0.84%
8K	801	1,504	0.71%
8L	805	1,504	0.71%
9M/N	902	3,242	1.53%
9P	901	2,465	1.16%
9Q	903	2,465	1.16%
10M/N	1002	3,242	1.53%
10P	1001	2,465	1.16%
10Q	1003	2,465	1.16%
11M/N	1102	3,242	1.53%
11P	1101	2,465	1.16%
11Q	1103	2,465	1.16%
12R	1201	3,530	1.67%
12S	1202	3,924	1.85%
13R	1401	3,523	1.66%
13S	1402	3,918	1.85%
PH	PH	6,624	3.13%

TOTALS 95,450 45.06%

TOTAL SQUARE FEET PHASE 1 116,369
TOTAL SQUARE FEET PHASE 2 95,450

TOTAL ALL SQUARE FEET IN BOTH TOWERS 211,819

EXHIBIT "C-2"
SPECIFIC ALLOCATED INTERESTS FOR TOWERS ONLY

**DECLARATION AND MASTER DEED
OF RIVERFRONT PLACE
CONDOMINIUM PROPERTY REGIME**

Revised: January 1, 2011

EXHIBIT C-2: ALLOCATION OF UNDIVIDED INTERESTS - TOWERs ONLY

TOWER 1: 555 RIVERFRONT PLAZA

<u>Unit No.</u>	<u>Address</u>	<u>SqFt</u>	<u>Allocated Percentage</u>
2A	203	1,294	0.77%
2B	202	1,052	0.63%
2C	204	968	0.59%
2D	201	1,403	0.84%
2E	205	1,403	0.84%
3A	303	1,294	0.77%
3B	302	1,052	0.63%
3C	304	1,052	0.63%
3D	301	1,403	0.84%
3E	305	1,403	0.84%
4D	401	1,403	0.84%
4E	404	1,403	0.84%
4F	402	1,704	1.02%
4G	403	1,704	1.02%
5D	501	1,403	0.84%
5E	504	1,403	0.84%
5F	502	1,704	1.02%
5G	503	1,704	1.02%
6D	601	1,403	0.84%
6E	604	1,403	0.84%
6F	602	1,704	1.02%
6G	603	1,704	1.02%
7D	701	1,403	0.84%
7E	704	1,403	0.84%
7F	702	1,704	1.02%
7G	703	1,704	1.02%
8K	802	2,120	1.27%
8L	801	2,030	1.21%
8M	803	2,030	1.21%
9K	902	2,120	1.27%
9L	901	2,030	1.21%
9M	903	2,030	1.21%
10H	1001	2,926	1.75%
10J	1002	2,926	1.75%
11H	1101	2,926	1.75%
11J	1102	2,926	1.75%
12H	1201	2,926	1.75%
12J	1202	2,926	1.75%
PH	PH	4,878	2.91%

TOTALS		<u>71,974</u>	<u>42.99%</u>
---------------	--	---------------	---------------

TOWER 2: 444 RIVERFRONT PLAZA

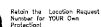
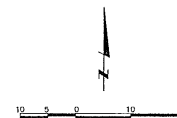
<u>Unit No.</u>	<u>Address</u>	<u>SqFt*</u>	<u>Allocated Percentage</u>
3A	304	1728	1.03%
3B	303	1141	0.68%
3C	305	1258	0.75%
3D	302	1055	0.63%
3E	306	1055	0.63%
3F	301	929	0.55%
3G	307	929	0.55%
4A	404	1,728	1.03%
4B	403	1,258	0.75%
4C	405	1,258	0.75%
4D	402	1,055	0.63%
4E	406	1,055	0.63%
4F	401	929	0.55%
4G	407	929	0.55%
5A	504	1,728	1.03%
5B	503	1,258	0.75%
5C	505	1,258	0.75%
5D	502	1,055	0.63%
5E	506	1,055	0.63%
5F	501	929	0.55%
5G	507	929	0.55%
6A	603	1,728	1.03%
6H	602	1,781	1.06%
6J	604	1,781	1.06%
6K	601	1,504	0.90%
6L	605	1,504	0.90%
7A	703	1,729	1.03%
7H	702	1,781	1.06%
7J	704	1,781	1.06%
7K	701	1,504	0.90%
7L	705	1,504	0.90%
8A	803	1,729	1.03%
8H	802	1,781	1.06%
8J	804	1,781	1.06%
8K	801	1,504	0.90%
8L	805	1,504	0.90%
9M/N	902	3,242	1.94%
9P	901	2,465	1.47%
9Q	903	2,465	1.47%
10M/N	1002	3,242	1.94%
10P	1001	2,465	1.47%
10Q	1003	2,465	1.47%
11M/N	1102	3,242	1.94%
11P	1101	2,465	1.47%
11Q	1103	2,465	1.47%
12R	1201	3,530	2.11%
12S	1202	3,924	2.34%
13R	1401	3,523	2.10%
13S	1402	3,918	2.34%
PH	PH	6,624	3.96%

TOTALS		<u>95,450</u>	<u>57.01%</u>
---------------	--	---------------	---------------

TOTAL SQUARE FEET TOWER 1	71,974
TOTAL SQUARE FEET TOWER 2	95,450

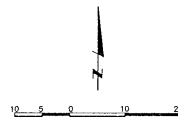
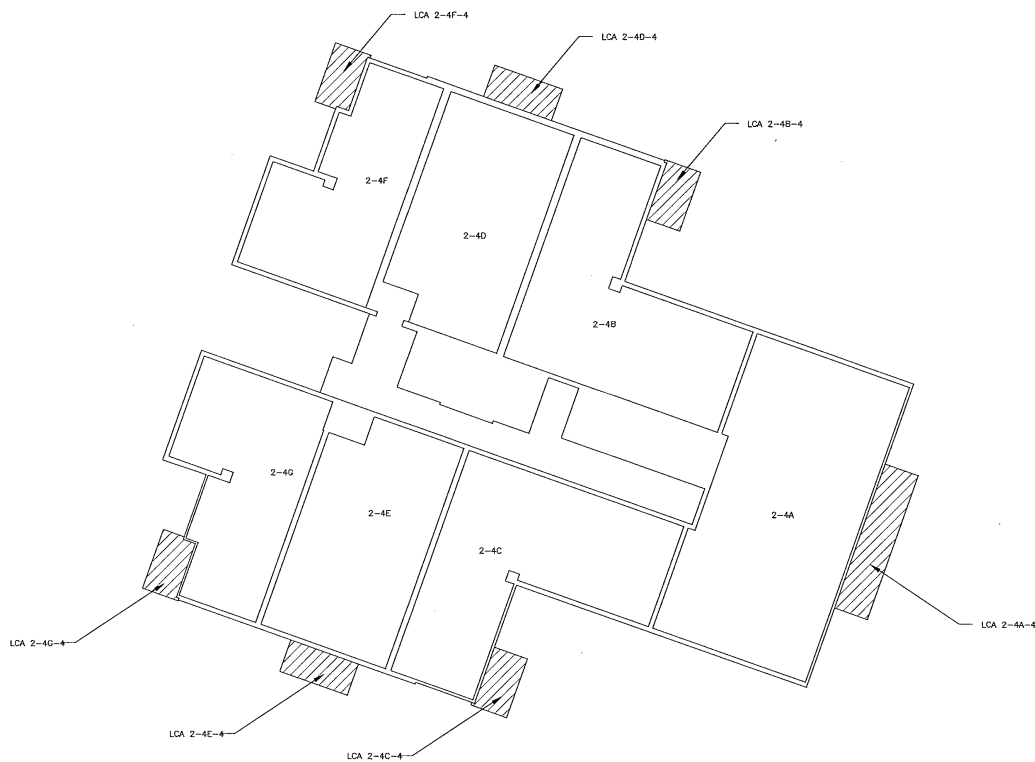
TOTAL ALL SQUARE FEET IN BOTH TOWERS	<u>167,424</u>
---	----------------

[illegible]



NOTE:
UNDERGROUND UTILITY LOCATIONS SHOWN ARE FROM INFORMATION
PROVIDED TO US FROM UTILITY COMPANIES. UTILITY COMPANIES MAKE
NO WARRANTIES OR GUARANTEES REGARDING THE ACCURACY OF THE
INFORMATION CONTAINED IN THEIR DOCUMENTS AND PROVIDES IT ONLY
AS GENERAL INFORMATION TO THE RECEIVER. FOR SPECIFIC LOCATIONS
DURING CONSTRUCTION CALL "DIGGERS HOTLINE" 402 344-3555 (METRO
OMAHA) 1-800-331-3555 (STATEWIDE) PRIOR TO DIGGING.

sheet
5 of 27



NOTE:
UNDERGROUND UTILITY LOCATIONS SHOWN ARE FROM INFORMATION
PROVIDED TO US FROM UTILITY COMPANIES. UTILITY COMPANIES MAKE
NO WARRANTIES OR GUARANTEES REGARDING THE ACCURACY OF THE
INFORMATION CONTAINED IN THEIR DOCUMENTS AND PROVIDES IT ONLY
AS GENERAL INFORMATION TO THE RECIPIENT. FOR SPECIFIC LOCATIONS
DURING CONSTRUCTION CALL "DIGGERS HOTLINE" 344-3883 (NEVO
OMAHA) 1-800-221-3883 (STATEWIDE) PRIOR TO DIGGING.

Drawn by RJK	Reviewed by TJA
Designed by MCM	Reviewed by TJA

Revision
02/13/14, rev

Revision

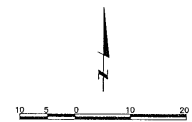
This document is a
PRELIMINARY version which
has never been sealed.
This media should not be
considered a certified
document.

WWW.LRA.INC.COM
(Ph) 402.596.2198
(Fax) 402.596.2730

Lamp, Kyrrean & Associates, Inc.
14710 West Dodge Road, Suite 100
Omaha, Nebraska 68134-2027
RIVERFRONT PLACE II
DOUGLAS COUNTY, NEBRASKA

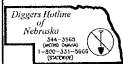
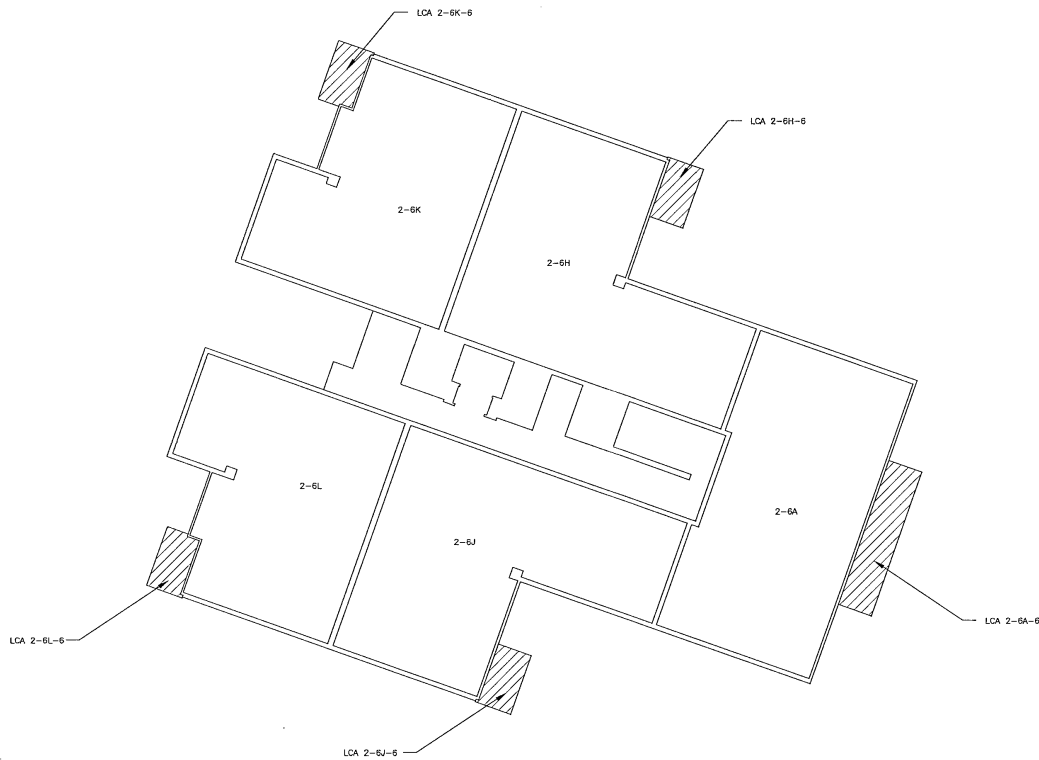
EXHIBIT B-1
CONDOMINIUM PLAN
FOURTH FLOOR

job number-lsaka
0103075.01-205
book page
date 01/27/2011
sheet
8 of 27



NOTE:
UNDERGROUND UTILITY LOCATIONS SHOWN ARE FROM INFORMATION
PROVIDED TO US FROM UTILITY COMPANIES. UTILITY COMPANIES MAKE
NO WARRANTIES OR GUARANTEES REGARDING THE ACCURACY OF THE
INFORMATION CONTAINED IN THEIR DOCUMENTS AND PROVIDES IT ONLY
AS GENERAL INFORMATION TO THE RECEIVER. FOR SPECIFIC LOCATIONS
DURING CONSTRUCTION CALL "DIGGERS HOTLINE" 402 344-3555 (METRO
OMAHA) 1-800-331-5555 (STATEWIDE) PRIOR TO DIGGING.

job number-tasks
0103075.01-205
book page
date 01/27/2011
sheet
9 of 27



Refer to the Location Request
Number for YOUR Own
Project

NOTE:
UNDERGROUND UTILITY LOCATIONS SHOWN ARE FROM INFORMATION
PROVIDED TO US FROM UTILITY COMPANIES. UTILITY COMPANIES MAKE
NO WARRANTIES OR GUARANTEES REGARDING THE ACCURACY OF THE
INFORMATION CONTAINED IN THEIR DOCUMENTS AND PROVIDES IT ONLY
AS GENERAL INFORMATION TO THE REQUESTOR FOR SPECIFIC LOCATIONS
DURING CONSTRUCTION CALL "DIGNOS CENTER" 800-368-3673 (NEHO)
CHARGE - \$500 PER HOUR. EXCEPTED PRIOR TO OCCASION.

drawn by	reference
RJK	
designed by	
WJA	
reviewed by	
TJA	

Revised
02/27/2011

Revisions

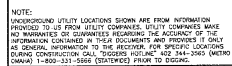
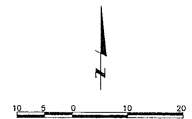
This document is a
PRELIMINARY version which
has never been sealed.
This media should not be
considered a certified
document.

WWW.LRA.INC.COM
(Ph) 402.596.2198
(Fax) 402.596.2730

Lamp, Kyrrean & Associates, Inc.
1710 West Dodge Road, Suite 100
Omaha, Nebraska 68131-2027
RIVERFRONT PLACE II
DOUGLAS COUNTY, NEBRASKA

EXHIBIT B-1
CONDOMINIUM PLAN
SIXTH FLOOR

job number-task
0103075.01-205
book page
date 01/27/2011
sheet 10 of 27

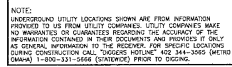
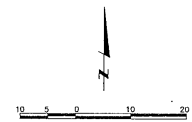


job number-tasks
0103075.01-205
book page
date 01/27/2011
sheet 11 of 27



NOTE:
UNDERGROUND UTILITY LOCATIONS SHOWN ARE FROM INFORMATION PROVIDED TO US FROM UTILITY COMPANIES. UTILITY COMPANIES MAKE NO WARRANTIES OR GUARANTEES REGARDING THE ACCURACY OF THE INFORMATION CONTAINED IN THEIR DOCUMENTS AND PROVIDES IT ONLY AS GENERAL INFORMATION TO THE RECEIVER. FOR SPECIFIC LOCATIONS DURING CONSTRUCTION CALL "DIGGERS HOTLINE" 602 544-3065 (METRO GWANA) 1-800-331-5666 (STATEWIDE) PRIOR TO DIGGING.

job number-tasks
0103075.01-205
book page
date 01/27/2011
sheet 14 of 27



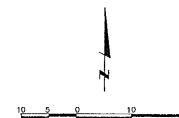
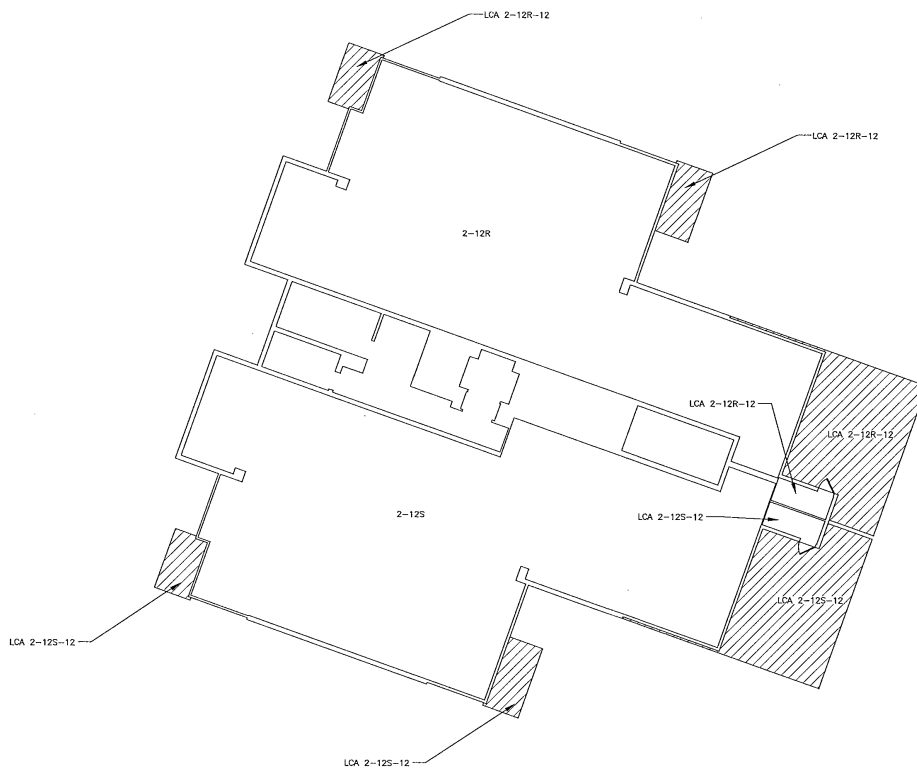
sheet
15 of 27

Diggers Hotline
of
Nebraska

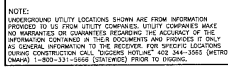
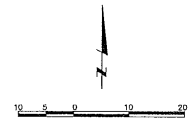
1-800-368-3663
(NE 800)
1-800-241-3663
(TOLL FREE)

Protect the Location Request
Number for YOUR Own
Protection!

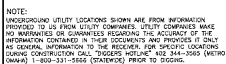
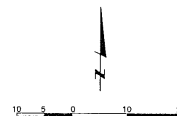
NOTE:
UNDERGROUND UTILITY LOCATIONS SHOWN ARE FROM INFORMATION
PROVIDED TO US FROM UTILITY COMPANIES. UTILITY COMPANIES MAKE
NO WARRANTIES OR GUARANTEES REGARDING THE ACCURACY OF THE
INFORMATION CONTAINED IN THESE DOCUMENTS AND PROVIDES IT ONLY
AS GENERAL INFORMATION TO THE READER FOR SPECIFIC LOCATIONS.
OBTAIN CONSTRUCTION DATA, "DIGGER'S VOLUME" AND 848-3663 (NE 800)
(848) 1-800-241-3663 (TOLL FREE) PRIOR TO DIGGING.



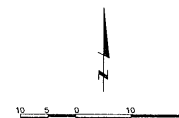
drawn by BJK	reference 103075.01-205
designed by MPS	
reviewed by JLA	
revision 01/27/2011	
<p>This document is a PRELIMINARY version which has never been sealed. This media should not be considered a certified document.</p>	
<p>WWW.LRA-INC.COM</p> <p>Lamp, Rymerson & Associates, Inc. 1470 W. Dodge Road, Suite 100 Omaha, Nebraska 68154-2027</p> <p>job number-laska 0103075.01-205 book page date 01/27/2011 sheet 16 of 27</p>	
<p>EVERFRONT PLACE II DOUGLAS COUNTY, NEBRASKA</p>	



drawn by B.R.	reference no. 010370-01-205
designed by M.P.M.	
reviewed by T.A.	
Name <u>CONDO UNIT 4 Penthouse floor</u>	
revisions	
This document is a PRELIMINARY version which has never been tested. This media should not be considered a certified document.	
WWW.LRA-INC.COM	
Lamp, Rynearson & Associates, Inc. 14710 West Dodge Road, Suite 100 Omaha, Nebraska 68134-2027	
(P) 402.496.2988 (F) 402.496.2730	
RIVERFRONT PLACE II DOUGLAS COUNTY, NEBRASKA	
EXHIBIT B-1 CONDOMINIUM PLAN PENTHOUSE FLOOR	
job number-task# 010370-01-205 book page	
date 01/27/2011	
sheet 18 of 27	

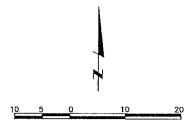


designed by B/C	reference CDD# 300
designed by M/M	
revised by T/A	
Revision 08/29/15 A/S Community des. revisions 	
<p>This document is a PRELIMINARY version which has never been sealed. This media should not be considered a certified document.</p>	
<p align="center">WWW.LRA-INC.COM</p> <p align="right">(Ph) 402.496.2198 (Fax) 402.496.2730</p>	
<p align="center">  Lamp, Rynearson & Associates, Inc. <small>COMMERCIAL DESIGN • ARCHITECTURAL INTERIORS • RESIDENTIAL DESIGN</small> 14710 West Dodge Road, Suite 100 Omaha, Nebraska 68134-2017 </p>	
<p align="center"> EXHIBIT B-1 CONDOMINIUM PLAN COMMUNITY FLOOR </p>	
job number—tasks 0103705.01—205	book page
date 01/27/2011	
sheet 19 of 27	



NOTE:
UNDERGROUND UTILITY LOCATIONS SHOWN ARE FROM INFORMATION PROVIDED TO US FROM UTILITY COMPANIES. UTILITY COMPANIES MAKE NO WARRANTIES OR GUARANTEES REGARDING THE ACCURACY OF THE INFORMATION CONTAINED IN THEIR DOCUMENTS AND PROVIDES IT ONLY AS GENERAL INFORMATION TO THE RECEIVER. FOR SPECIFIC LOCATIONS DURING CONSTRUCTION CALL "DIGGERS HOTLINE" 402 544-3565 (METRO GMAH) 1-800-331-5666 (STATEWIDE) PRIOR TO DIGGING.

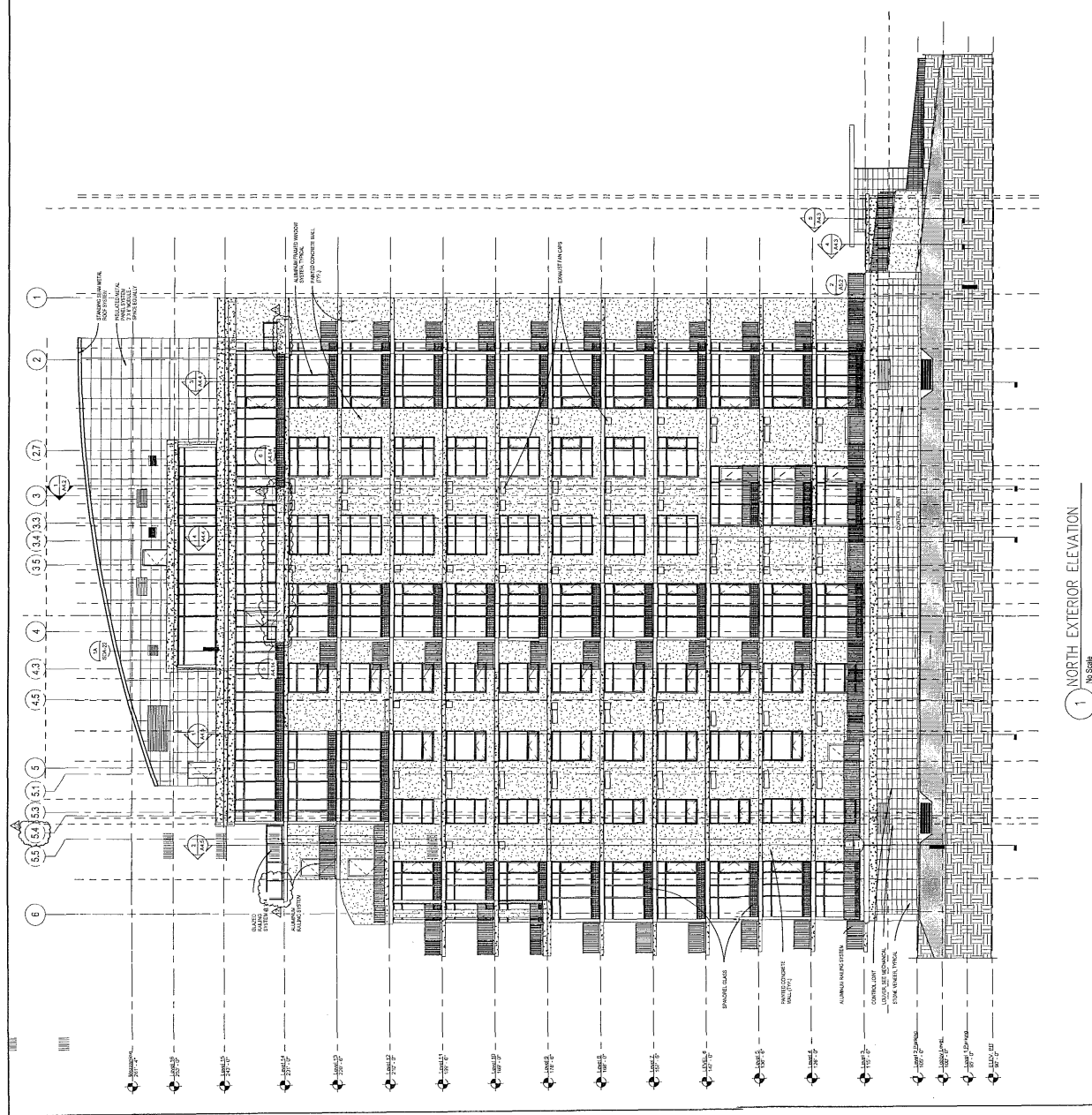
[illegible]



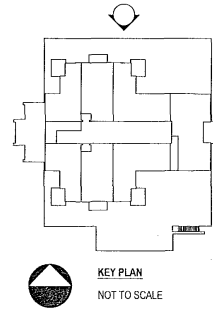
NOTE:
UNDERGROUND UTILITY LOCATIONS SHOWN ARE FROM INFORMATION PROVIDED TO US FROM UTILITY COMPANIES. UTILITY COMPANIES MAKE NO WARRANTIES OR GUARANTEES REGARDING THE ACCURACY OF THE INFORMATION CONTAINED IN THEIR DOCUMENTS AND PROVIDES IT ONLY AS GENERAL INFORMATION TO THE RECEIVER. FOR SPECIFIC LOCATIONS DURING CONSTRUCTION CALL "DIGGERS HOTLINE" 402 244-3555 (METRO OMAHA) 1-800-331-3556 (STATEWIDE) PRIOR TO DIGGING.

drawn by RJK		references (check number)	
designed by MM			
reviewed by TJA			
location 303.2.17 McCormick, Ill.		revision	
This document is a preliminary version which has never been issued. This media should not be considered a certified document.			
WWW.LEA-INC.COM		(PH) 402.496.2498 (FAX) 402.496.2730	
Lamp, Rymerson & Associates, Inc. 1470 West Dodge Road, Suite 100 Omaha, Nebraska 68154-3027 (402) 496-2498 Fax: (402) 496-2730			
EXHIBIT B-1 CONDOMINIUM PLAN MEZZANINE FLOOR		RIVERFRONT PLACE II DOUGLAS COUNTY, NEBRASKA	
job number - task 0103075.01-1-205		book page	
date 01/27/2011			
sheet 21 of 27			

[illegible]



1 NORTH EXTERIOR ELEVATION
No Scale



KEY PLAN
NOT TO SCALE

EXHIBIT B-1
NORTH EXTERIOR ELEVATION

job number-tasks
0103075.01-205
book page
date 01/27/2011
sheet 23 of 27

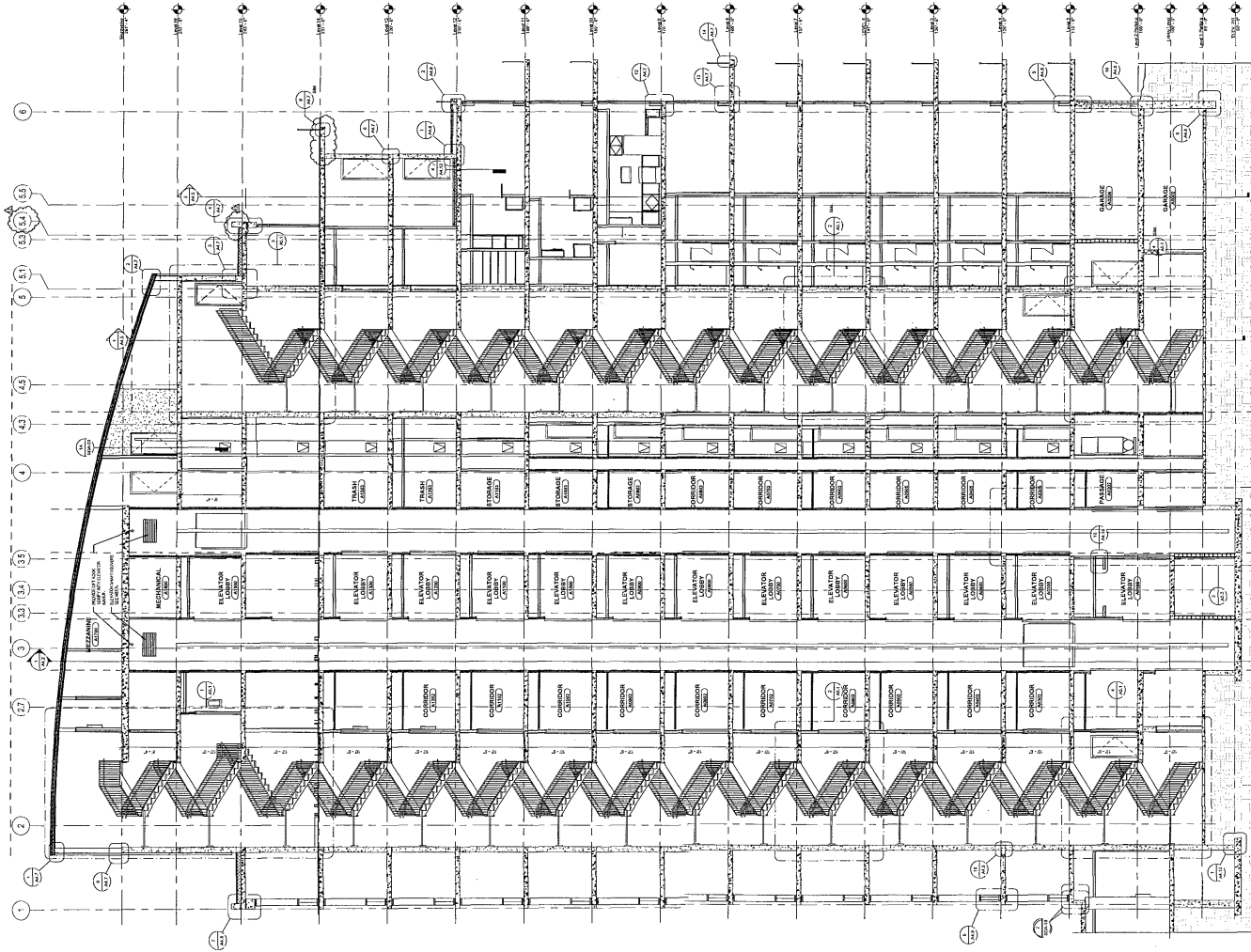
Lamp, Rynearson & Associates, Inc.
 14710 West Dodge Road, Suite 100
 Omaha, Nebraska 68154-2027
 (Ph) 402.496.2098
 (Fax) 402.496.2730
 WWW.LRA-INC.COM

This document is a PRELIMINARY version which has never been sealed. This media should not be considered a certified document.

drawn by RJK	references
designed by MPM	
reviewed by TJA	

[illegible]

drawn by RJK	references
designed by MPM	
reviewed by TJA	
Name Sheet 23-4-SOUTH EXTERIOR 23-4-SOUTH EXTERIOR	



1 BUILDING SECTION - WEST / EAST
No Scale

<p>drawn by JLR</p> <p>designed by JLR</p> <p>checked by JLR</p> <p>approved by JLR</p>	<p>Reference</p> <p>None</p>
<p>Revision</p> <p>1.00 - 11/27/2011</p> <p>1.00 - 11/27/2011</p>	
<p>This document is a PRELIMINARY version which has not been sealed. This means should not be considered a certified document.</p>	
<p>WWW.LRA-INC.COM</p> <p>(713) 402-4000</p> <p>(713) 402-4000</p>	
<p>Lamp, Kyrncarson & Associates, Inc.</p> <p>1414 West Dodge Road, Suite 100</p> <p>Omaha, Nebraska 68154-2027</p>	
<p>RIVERFRONT PLACE II</p> <p>DOUGLAS COUNTY, NEBRASKA</p>	
<p>EXHIBIT B-1</p> <p>BUILDING SECTION WEST/EAST</p>	
<p>Job number - 1000</p> <p>0103075.01-205</p> <p>Book page</p> <p>date 01/27/2011</p> <p>sheet 26 of 27</p>	

drawn by RJK	author/revision
designed by LRA	
reviewed by LRA	
revision	
sheet 27 of 27	

This document is a PRELIMINARY version which has never been verified. This means should not be considered a certified document.

WWW.LRA-INC.COM

Lamp, Rynearson & Associates, Inc.
 1710 West Dodge Road, Suite 100
 Omaha, Nebraska 68154-2027
 (760) 402,496,298
 (760) 402,496,230

EXHIBIT B-1

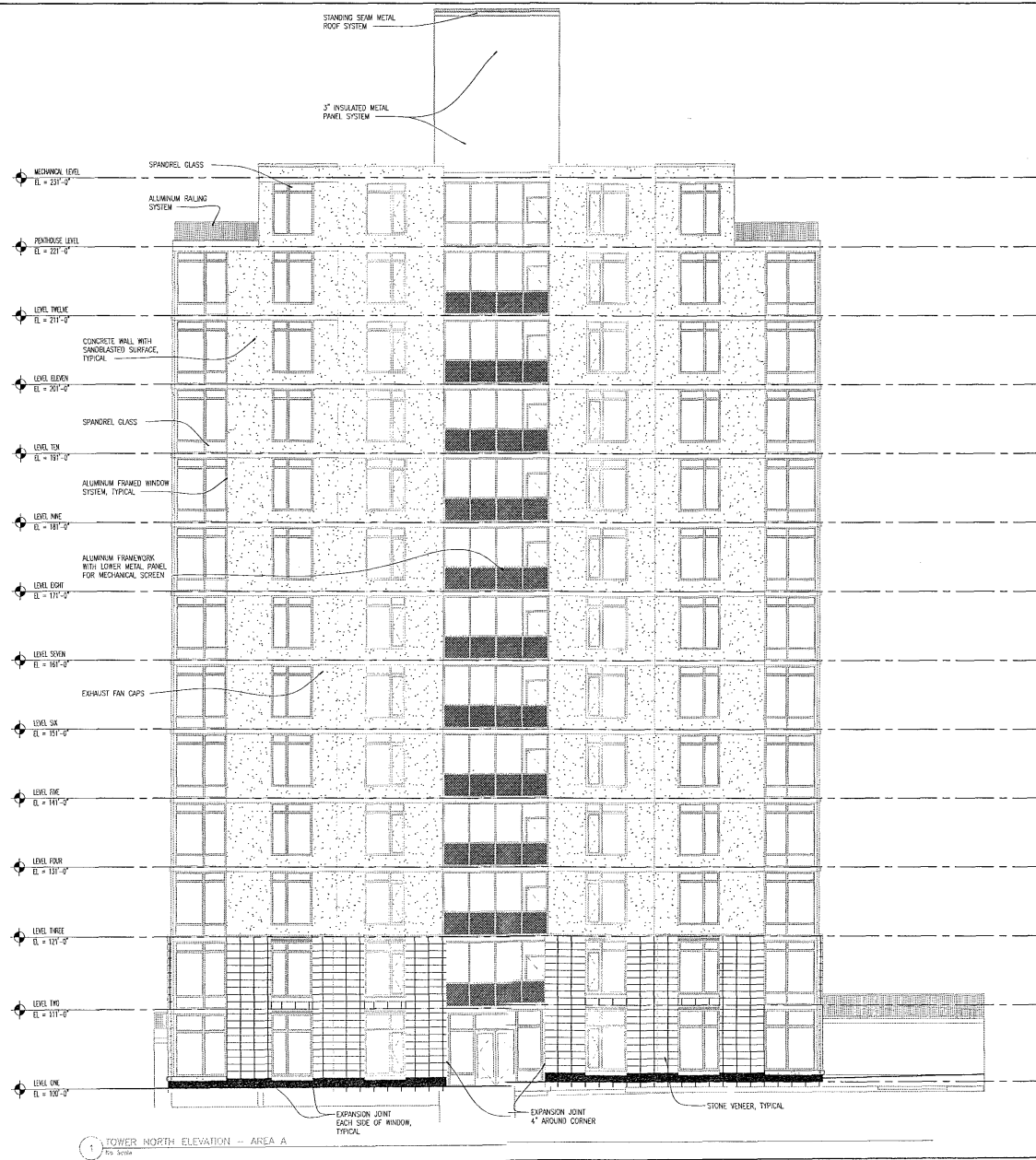
BUILDING SECTION NORTH/SOUTH

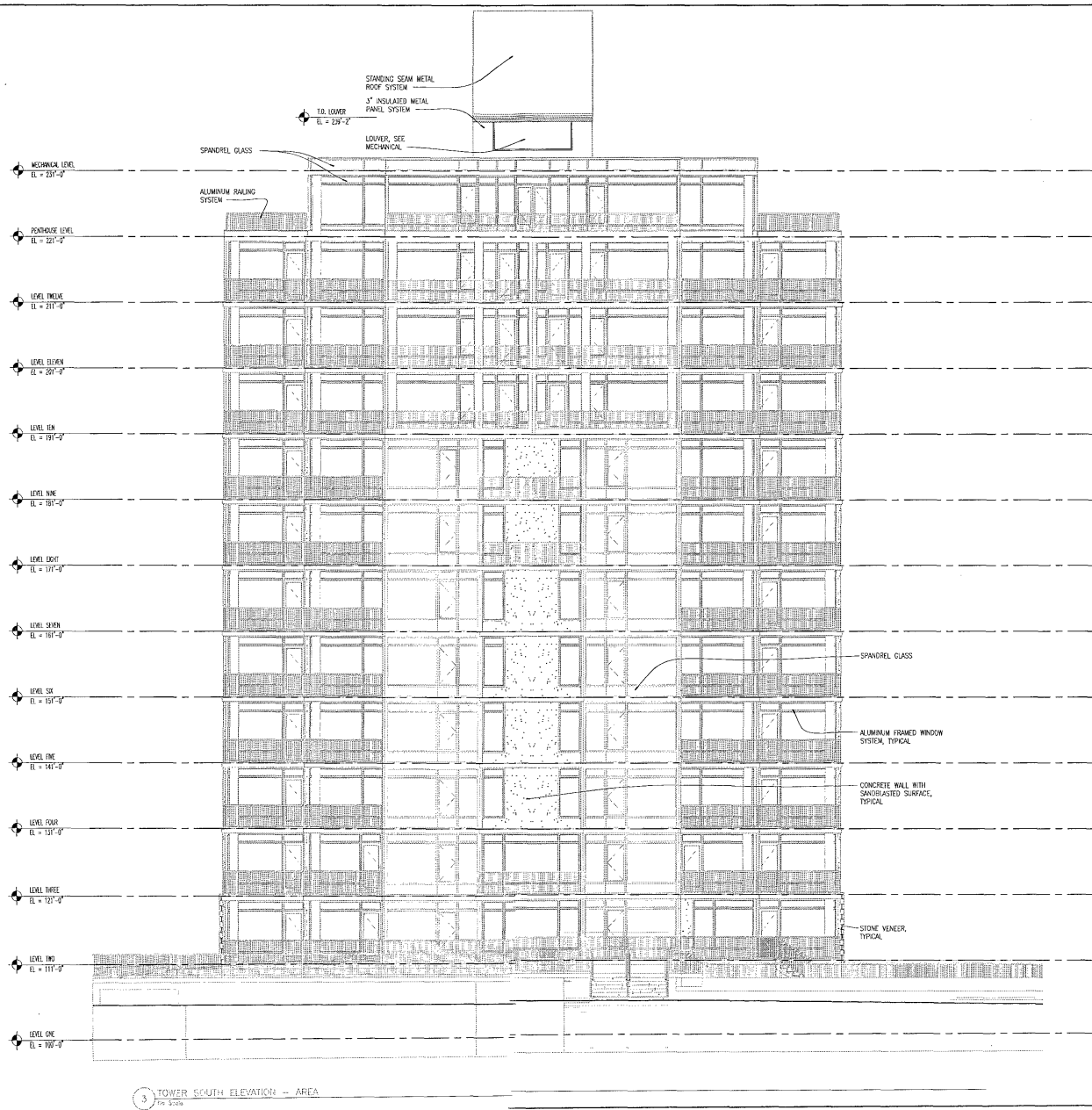
job number-lanka
0163075.01-205

date
05/27/2011

sheet
27 of 27

RIVERFRONT PLACE II
DOUGLAS COUNTY, NEBRASKA





drawn by RJK	reference
designed by MPM	
reviewed by TJA	

Noname	
Tower South Elevation - Area	
2009	

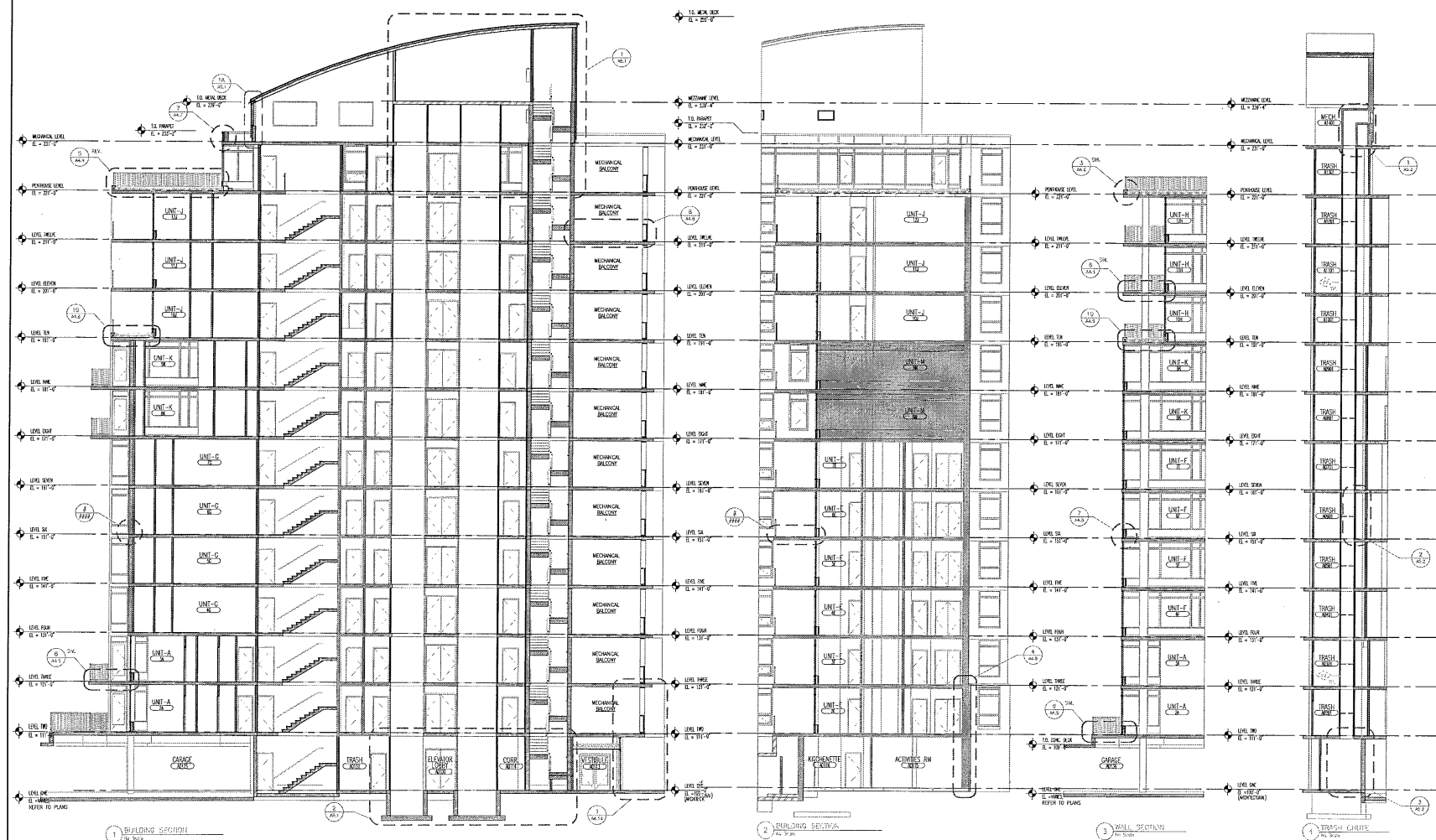
This document is a PRELIMINARY version which has never been sealed. This media should not be considered a certified document.

WWW.LRA-INC.COM
(Ph) 402.496.2498
(Fax) 402.496.2730

Lamp, Ryncarson & Associates, Inc.
 14710 West Dodge Road, Suite 100
 Omaha, Nebraska 68154-2027

EXHIBIT B-2
TOWER SOUTH ELEVATION

job number-tasks
0103075.02-201
book page
date 01/27/2011
sheet 2 of 7

[illegible]

This document is a PRELIMINARY version which has never been sealed. This media should not be considered a certified document.

WWW.LRA-INC.COM



Lamp, Rynearson & Associates, Inc.

4710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-2027

OMaha, NEBRASKA 68134-2021

EXHIBIT B-2
BUILDING SECTIONS

job number-tasks
0103075.02-201
book page
date 01/27/2011
sheet 5 of 7



drawn by RJK	references
designed by MPM	
reviewed by TJA	
Name _____ Building Section (2) day _____ <div style="text-align: center;">revisors</div> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	

WWW.LRA-INC.COM
(Ph) 402.496.2498
(Fax) 402.496.2730

EXHIBIT B-2
BUILDING SECTIONS

job number-tasks
0103075.02-201
book page
date 01/27/2011
sheet
6 of 7

