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Register of Deeds, Douglas County, NE  
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**SECOND AMENDMENT TO MASTER DECLARATION  
OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS OF  
RIVERFRONT PLACE MASTER ASSOCIATION, INC.**

This Second Amendment to Master Declaration of Covenants, Easements, Conditions and Restrictions of Riverfront Place Master Association, Inc. ("Second Amendment") is made this 6<sup>th</sup> day of February, 2015, 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 Second 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. 200611443<sup>3</sup> (the "Declaration").

WHEREAS, pursuant to Article XIV, Section 14.02, the Declarant desires to amend various material provisions of the Declaration.

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

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

2. Definitions. Unless otherwise defined in this Second Amendment, all capitalized terms used in this Second Amendment will have the same meanings ascribed to such terms in the Declaration.

3. Amendments. Pursuant to Section 14.02 of the Declaration, Declarant hereby amends the Declaration as follows:

A. Article I, Section 1.26 of the Declaration is hereby amended in its entirety as follows:

RFP  
FULL  
FULENKAMP, DOYLE & JOBEUN  
11440 WEST CENTER ROAD  
OMAHA, NE 68144-4482  
attn: Brianna Johnson

***“Voting Power of the Association.*** The Association shall have three (3) classes of voting membership as follows:

- (a) ***Class A.*** The Class A Members shall be all Owners of the Commercial Lots, with the exception of Declarant. Class A Members shall be assigned one (1) vote for each Commercial Lot owned by such Member. If any lot has a mix of uses, i.e., commercial retail/office and residential, then the Owner of the commercial retail/office portion of the lot or any condominium association formed to govern such lot shall be deemed to be a Class A Member and shall be entitled to cast one (1) vote for that portion of the lot that is used for commercial retail/office purposes.
- (b) ***Class B.*** The Class B Member shall be all Owners of the Residence Lots, with the exception of Declarant; provided, however, that upon conveyance of the first condominium constructed on a Residence Lot, the Riverfront Place Condominium Association, Inc. shall become the Member for purposes of such Lot. The Class B Member shall be assigned two (2) votes for each Residence Lot. If any lot has a mix of uses, i.e., commercial retail/office and residential, then the Owner of the residential portion of the lot or any condominium association formed to govern such lot shall be deemed to be a Class B Member and shall be entitled to cast two (2) votes for that portion of the lot that is used for residential purposes.
- (c) ***Class C.*** The Class C Member shall be the Declarant. The Class C Member shall be assigned seven (7) votes until such time as Declarant no longer has an ownership interest in any of the Commercial Lots or in any Condominium located in the Residence Lot Area.

Any action by the Association which must have the approval of the Members before being undertaken shall require the vote or written assent of a majority of the total Voting Power of the Association.

So long as there is a Class C Member, no amendment of this Section 1 shall be adopted unless such amendment also is consented to by the Class C Member.”

- B. Article II, Section 2.02(f) of the Declaration is hereby amended in its entirety as follows:

“Construction of improvements to the Commercial Lots or Residence Lots in any phase that has been annexed to the Development as set forth above need not necessarily proceed in the order that the phase was annexed. In the event the foregoing causes modifications to the budget of the Association for any such annexed phase, Declarant shall modify the budget prior to the close of escrow for the sale of the first Commercial Lot, the lease of a Commercial Lot subsequent to the issuance of a certificate of occupancy for the improvements constructed on the Lot, or close of escrow for the sale of the first Residential Unit, in such phase.”

- C. Article II, Section 2.02(g) of the Declaration is hereby amended in its entirety as follows:

“Other than the Phase 2 Property, no additional property may be annexed to the Development.”

- D. Article IV, Section 4.01 of the Declaration is hereby amended in its entirety as follows:

***“Common Area.*** The Common Area in Phase I shall be conveyed by Declarant to the Association prior to the conveyance of the first Condominium in Phase I. The Common

Common Facilities. Each Commercial Lot, Residence Lot, and Condominium is hereby declared to have an easement over all of the Common Area, for the benefit of the Commercial Lots, Residence Lots, and Condominiums, the Owners of the Commercial Lots, Residence Lots, Condominiums and each of them for their respective families, guests and invitees, tenants and lessees, and employees for all of the purposes and uses herein set forth and without limiting the generality of the foregoing, for ingress, egress and utilities, over and through the Common Area, and the right of the Association, except as provided in Article II, Section 2.02(d) of this Declaration”

- E. Article IV, Section 4.08(b) is hereby amended in its entirety, as follows:

“City’s obligation to maintain and repair the Riverwalk Recreation Trail along the eastern boundary of the Development and indemnification obligations associated therewith (see Section 4.11 below);”

- F. Article IV, Section 4.08(d) is hereby deleted in its entirety from the Declaration.

- G. The easement granted in Article IV, Section 4.09 is hereby released and terminated. Accordingly, Exhibit “C” to the Declaration is hereby deleted in its entirety from the Declaration.

- H. Article IV, Section 4.11 is hereby amended in its entirety as follows:

***“Lot 2, Replat 1 –Phase 2.*** Upon the annexation of Phase 2 to the Development, Lot 2, Replat 1 shall be included in the Common Area of the Development. Lot 2, Replat 1 is intended to be improved as a public plaza with certain public amenities”

- I. Article IV, Section 4.12 is hereby deleted in its entirety and stricken from the Declaration.

- J. Article IV, Section 4.13(a) is hereby amended in its entirety as follows:

“The Developer agrees to grant to the City an access and maintenance easement across the Common Area known as Outlot A.”

4. Indexing. This Second Amendment shall be indexed against all of the lots and units within the Riverfront Place Condominium Regime as further described on Exhibit “A” attached hereto.

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

*[Signatures on following pages]*

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

RFP RESIDENTIAL, LLC, a Nebraska  
limited liability company

by: Riverfront Holdings, LLC, a Nebraska  
limited liability company, its sole member

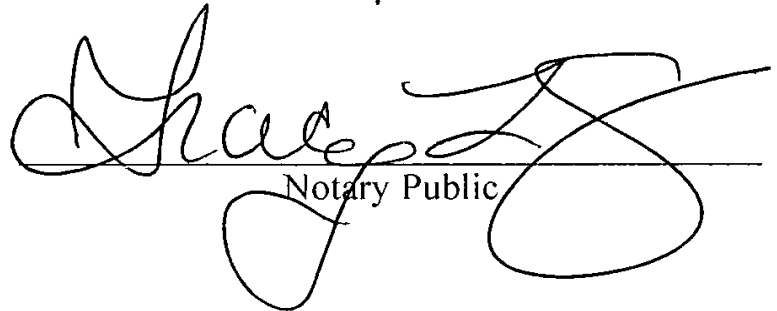
By:   
Kim R. McGuire, Manager

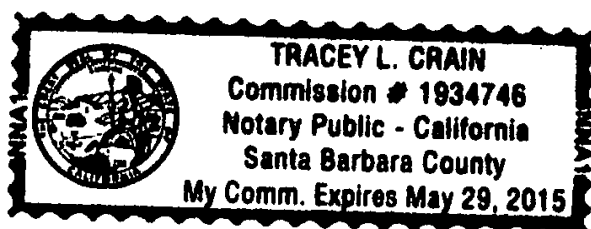
STATE OF California)  
Santa) ss.  
COUNTY OF Barbara)

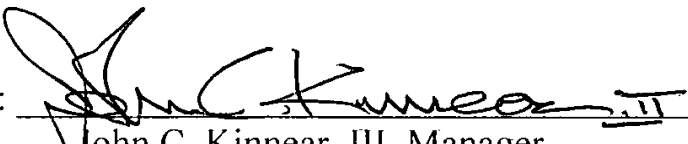
Before me, a Notary Public in and for said County and State, personally appeared Kim R. McGuire, by me known to be the Manager of Riverfront Holdings, LLC, a Nebraska limited liability company, being the sole member of RFP Residential, LLC, a Nebraska limited liability company, who acknowledged the execution of the foregoing Second Amendment to Master Declaration of Covenants, Easements, Conditions and Restrictions of Riverfront Place Master Association, Inc. on behalf of said limited liability company.

Witness my hand and Notarial Seal this 6<sup>th</sup> day of February, 2015 4.1.0.

[Seal]

  
Notary Public



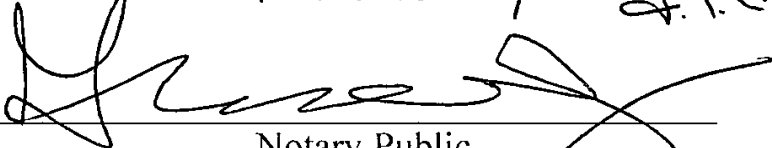
By:   
John C. Kinnear, III, Manager

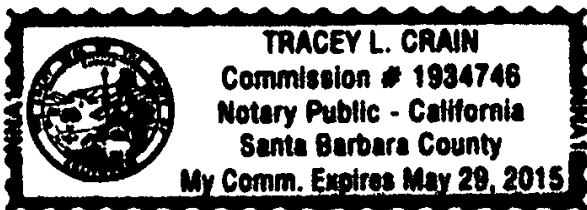
STATE OF California  
COUNTY OF Santa Barbara ) ss.

Before me, a Notary Public in and for said County and State, personally appeared John C. Kinnear, III, by me known to be the Manager of Riverfront Holdings, LLC, a Nebraska limited liability company, being the sole member of RFP Residential, LLC, a Nebraska limited liability company, who acknowledged the execution of the foregoing Second Amendment to Master Declaration of Covenants, Easements, Conditions and Restrictions of Riverfront Place Master Association, Inc. on behalf of said limited liability company.

Witness my hand and Notarial Seal this 6<sup>th</sup> day of February, 2014 2015  
J.C.

[Seal]

  
Notary Public



**EXHIBIT 'A'**

**LEGAL DESCRIPTION**

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.