



MISC 2005141946



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misc
 FEE 56.00 FB 15-37425
 BKP _____ C/O _____ COMP PV
 DEL _____ SCAN _____ FV _____

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 11/9/2005 09:44:53.68



2005141946

After recording, return to: Tamara D. Borer, Fraser Stryker Law Firm, 409 S. 17th Street, Omaha NE 68102

**AMENDMENT TO DECLARATION
 ESTABLISHING SUNBURST
 CONDOMINIUM ASSOCIATION**

The Declaration of the following described property is amended as follows:

8.4 **Rentals.** No Owner shall have the right to lease the Unit for any purpose whatsoever, including for transient or hotel purposes (viv. rental for any period less than 30 days, or any rental if occupants are provided customary hotel services), without the consent of Owners representing an aggregate ownership interest of 75% or more of the share interest and the holders of recorded first mortgages on Condominium Units which pertain to at least 75% of the share interest of Condominium Units subject to mortgages, as required to amend this Declaration.

Lots 3 and 4, Block 2, Alamo Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

Further described as follows:

<u>Unit</u>	<u>Type</u>	<u>Garage Assignment</u>	<u>Appx. Area</u>	<u>Share Interest</u>	<u>Votes</u>
1	1 Bd	*	696	6.8%	680
2	1 Bd	*	693	6.8%	680
3	1 Bd	C	702	6.8%	680
4	1 Bd	D	705	6.8%	680
5	2 Bd	*	892	8.64%	864
6	2 Bd	E	889	8.64%	864
7	2 Bd	A	983	9.56%	956
8	2 Bd	*	987	9.56%	956
9	2 Bd	B	892	8.64%	864
10	2 Bd	*	889	8.64%	864
11	2 Bd	*	983	9.56%	956
12	2 Bd	F	987	9.56%	956

**A RESOLUTION BY
THE OWNERS/OFFICERS OF THE SUNBURST CONDOMINIUM
ASSOCIATION, INC.**

I, the undersigned, as an Owner and Officer of Sunburst Association, a corporation organized and existing under and by virtue of the laws of the State of Nebraska, do hereby certify that the following Resolution was duly adopted and consented to by the corporation and its Owners and has not subsequently been modified or rescinded or in any way restricted and is in full force and effect:

WHEREAS, Section 8.4 of the By-laws of Sunburst Associations, Inc., should be amended to read "No Owner shall have the right to lease the Unit for any purpose whatsoever, including for transient or hotel purposes (viv. rental for any period less than 30 days, or any rental if occupants are provided customary hotel services), without the consent of Owners representing an aggregate ownership interest of 75% or more of the share interest and the holders of recorded first mortgages on Condominium Units which pertain to at least 75% of the share interest of Condominium Units subject to mortgages, as required to amend this Declaration." (see attached "Exhibit A").

THEREFORE, BE IT RESOLVED, Section 8.4 is hereby so amended.

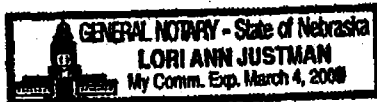
I, as an Owner and Officer of Sunburst Condominium Association, Inc., further certify that there is no provision in the Articles of Incorporation or the Bylaws of Sunburst Association, Inc., limiting the foregoing Resolution.

This consent may be signed in counterparts, each of which will be considered part of the complete and original consent

IN WITNESS WHEREOF, I have hereunto set our my this 29th day of October, 2005.

By: Lilbore Jojola
Title: President

SUBSCRIBED AND SWORN to before me this 29th day of October, 2005.



Lori Ann Justman
Notary Public

**A RESOLUTION BY
THE FIRST MORTGAGE HOLDERS**

We, the undersigned, as the first mortgage holders on Condominium Units in Sunburst Condominium Association, Inc., a corporation organized and existing under and by virtue of the laws of the State of Nebraska, do hereby certify that the following Resolutions were duly adopted and consented to by the corporation, its Owners and first mortgage holders, and have not subsequently been modified or rescinded or in any way restricted and are in full force and effect:

WHEREAS, Section 8.4 of the By-laws of Sunburst Associations, Inc., should be amended to read "No Owner shall have the right to lease the Unit for any purpose whatsoever, including for transient or hotel purposes (viv. rental for any period less than 30 days, or any rental if occupants are provided customary hotel services), without the consent of Owners representing an aggregate ownership interest of 75% or more of the share interest and the holders of recorded first mortgages on Condominium Units which pertain to at least 75% of the share interest of Condominium Units subject to mortgages, as required to amend this Declaration." (see attached "Exhibit A").

THEREFORE, BE IT RESOLVED, Section 8.4 is hereby so amended.

We, as the first mortgage holders on Condominium Units in Sunburst Condominium Association, Inc., further certify that there is no provision in the Articles of Incorporation, Bylaws, or Declarations of Sunburst Association, Inc. limiting the foregoing Resolutions.

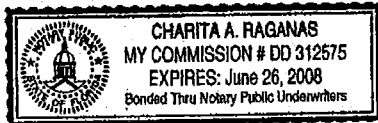
This consent may be signed in counterparts, each of which will be considered part of the complete and original consent

IN WITNESS WHEREOF, We have hereunto set our hands this 20 day of October, 2005.

Lender: Chase Home Finance, LLC
By: [Signature]
Title: Asst-Vice President

Property Address: 134 North 36th Street, #9
Omaha, NE

SUBSCRIBED AND SWORN to before me this 20 day of October, 2005.



[Signature]
Notary Public

386536.1

A RESOLUTION BY THE FIRST MORTGAGE HOLDERS

We, the undersigned, as the first mortgage holders on Condominium Units in Sunburst Condominium Association, Inc., a corporation organized and existing under and by virtue of the laws of the State of Nebraska, do hereby certify that the following Resolutions were duly adopted and consented to by the corporation, its Owners and first mortgage holders, and have not subsequently been modified or rescinded or in any way restricted and are in full force and effect:

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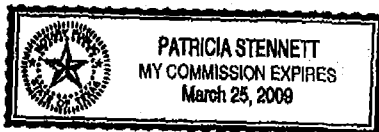
This consent may be signed in counterparts, each of which will be considered part of the complete and original consent

IN WITNESS WHEREOF, We have hereunto set our hands this 27th day of September, 2005.

Lender: Countrywide Home Loans
By: itt White
Title: AVP Customer Support

Property Address: 134 North 36th Street, #8
Omaha, NE 68131

SUBSCRIBED AND SWORN to before me this 27th day of SEPT, 2005.



Patricia Stennett
Notary Public

A RESOLUTION BY THE FIRST MORTGAGE HOLDERS

We, the undersigned, as the first mortgage holders on Condominium Units in Sunburst Condominium Association, Inc., a corporation organized and existing under and by virtue of the laws of the State of Nebraska, do hereby certify that the following Resolutions were duly adopted and consented to by the corporation, its Owners and first mortgage holders, and have not subsequently been modified or rescinded or in any way restricted and are in full force and effect:

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This consent may be signed in counterparts, each of which will be considered part of the complete and original consent

IN WITNESS WHEREOF, We have hereunto set our hands this 7th day of November, 2005.

Lender:

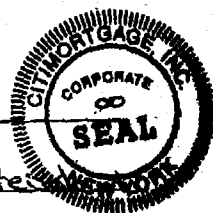
CitiMortgage, Inc

By:

[Signature]

Title:

Shelley Hommer, Vice President



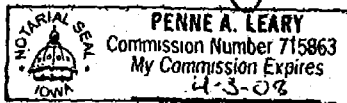
Property Address:

134 North 36th Street, #1
Omaha, NE

SUBSCRIBED AND SWORN to before me this 7 day of November, 2005.

[Signature]
Notary Public

386536.1



0645288200/908

**A RESOLUTION BY
THE FIRST MORTGAGE HOLDERS**

We, the undersigned, as the first mortgage holders on Condominium Units in Sunburst Condominium Association, Inc., a corporation organized and existing under and by virtue of the laws of the State of Nebraska, do hereby certify that the following Resolutions were duly adopted and consented to by the corporation, its Owners and first mortgage holders, and have not subsequently been modified or rescinded or in any way restricted and are in full force and effect:

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THEREFORE, BE IT RESOLVED, Section 8.4 is hereby so amended.

We, as the first mortgage holders on Condominium Units in Sunburst Condominium Association, Inc., further certify that there is no provision in the Articles of Incorporation, Bylaws, or Declarations of Sunburst Association, Inc. limiting the foregoing Resolutions.

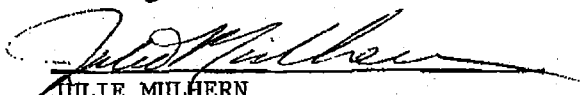
This consent may be signed in counterparts, each of which will be considered part of the complete and original consent

IN WITNESS WHEREOF, We have hereunto set our hands this 21st day of SEPTEMBER, 2005.

Lender:

Washington Mutual Bank

By:



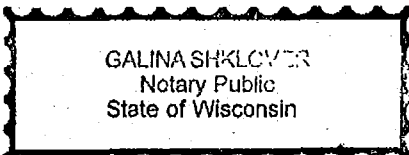
JULIE MULHERN
ASSISTANT VICE PRESIDENT

Title:

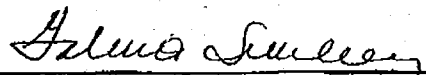
Property Address:

134 North 36th Street, #3
Omaha, NE 68131

SUBSCRIBED AND SWORN to before me this 21st day of SEPTEMBER, 2004



386536.1


Notary Public
GALINA SHKLOVER EXP. 1/15/06

A RESOLUTION BY THE FIRST MORTGAGE HOLDERS

We, the undersigned, as the first mortgage holders on Condominium Units in Sunburst Condominium Association, Inc., a corporation organized and existing under and by virtue of the laws of the State of Nebraska, do hereby certify that the following Resolutions were duly adopted and consented to by the corporation, its Owners and first mortgage holders, and have not subsequently been modified or rescinded or in any way restricted and are in full force and effect:

WHEREAS, Section 8.4 of the By-laws of Sunburst Associations, Inc., should be amended to read "No Owner shall have the right to lease the Unit for any purpose whatsoever, including for transient or hotel purposes (viv. rental for any period less than 30 days, or any rental if occupants are provided customary hotel services), without the consent of Owners representing an aggregate ownership interest of 75% or more of the share interest and the holders of recorded first mortgages on Condominium Units which pertain to at least 75% of the share interest of Condominium Units subject to mortgages, as required to amend this Declaration." (see attached "Exhibit A").

THEREFORE, BE IT RESOLVED, Section 8.4 is hereby so amended.

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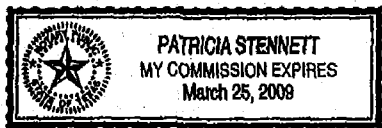
This consent may be signed in counterparts, each of which will be considered part of the complete and original consent

IN WITNESS WHEREOF, We have hereunto set our hands this 27th day of September 2005.

Lender: Countrywide Home Loans
By: Art White
Title: AVP Customer Support

Property Address: 134 North 36th Street, #4
Omaha, NE 68131

SUBSCRIBED AND SWORN to before me this 27th day of SEPT, 2005.



Patricia Stennett
Notary Public

**A RESOLUTION BY
THE FIRST MORTGAGE HOLDERS**

We, the undersigned, as the first mortgage holders on Condominium Units in Sunburst Condominium Association, Inc., a corporation organized and existing under and by virtue of the laws of the State of Nebraska, do hereby certify that the following Resolutions were duly adopted and consented to by the corporation, its Owners and first mortgage holders, and have not subsequently been modified or rescinded or in any way restricted and are in full force and effect:

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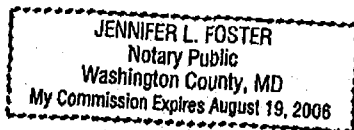
This consent may be signed in counterparts, each of which will be considered part of the complete and original consent

IN WITNESS WHEREOF, We have hereunto set our hands this 21st day of Sept., 2005.

Lender: Wells Fargo Bank, N.A.
By: Lorna L. Slaughter
Title: Vice President

Property Address: 134 North 36th Street, #6
Omaha, NE

SUBSCRIBED AND SWORN to before me this 21st day of September, 2005



Jennifer L. Foster
Notary Public

**A RESOLUTION BY
THE FIRST MORTGAGE HOLDERS**

We, the undersigned, as the first mortgage holders on Condominium Units in Sunburst Condominium Association, Inc., a corporation organized and existing under and by virtue of the laws of the State of Nebraska, do hereby certify that the following Resolutions were duly adopted and consented to by the corporation, its Owners and first mortgage holders, and have not subsequently been modified or rescinded or in any way restricted and are in full force and effect:

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This consent may be signed in counterparts, each of which will be considered part of the complete and original consent

IN WITNESS WHEREOF, We have hereunto set our hands this 21st day of September, 2005.

Lender: Wells Fargo Bank, N.A.
By: *Lorna L. Slaughter*
Lorna L. Slaughter
Title: Vice President

Property Address: 134 North 36th Street, #5
Omaha, NE

SUBSCRIBED AND SWORN to before me this 21st day of September, 2005

JENNIFER L. FOSTER
Notary Public
Washington County, MD
My Commission Expires August 19, 2008

Jennifer L. Foster
Notary Public

**A RESOLUTION BY
THE FIRST MORTGAGE HOLDERS**

We, the undersigned, as the first mortgage holders on Condominium Units in Sunburst Condominium Association, Inc., a corporation organized and existing under and by virtue of the laws of the State of Nebraska, do hereby certify that the following Resolutions were duly adopted and consented to by the corporation, its Owners and first mortgage holders, and have not subsequently been modified or rescinded or in any way restricted and are in full force and effect:

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This consent may be signed in counterparts, each of which will be considered part of the complete and original consent

IN WITNESS WHEREOF, We have hereunto set our hands this 21st day of Sept., 2005.

Lender: Wells Fargo Bank, N.A.
By: Lorna L. Slaughter
Lorna L. Slaughter
Title: Vice President

Property Address: 134 North 36th Street, #7
Omaha, NE

SUBSCRIBED AND SWORN to before me this 21st day of September, 200~~5~~⁵

JENNIFER L. FOSTER
Notary Public
Washington County, MD
My Commission Expires August 19, 2006

Jennifer L. Foster
Notary Public