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AFTER RECORDING RETURN TO:

Erik C. Booth, Esq.
Mick & Associates, P.C., LLO
11422 Miracle Hills Drive, Suite 401
Omaha, Nebraska 68154

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/13/2007 08:36:57.96

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FIRST AMENDMENT TO DECLARATION FOR 902 DODGE CONDOMINIUM

The undersigned, constituting all of the members of the initial Executive Board of 902 DODGE CONDOMINIUM ASSOCIATION, INC., a Nebraska non-profit corporation (the "Association"), and DOWNTOWN DODGE DEVELOPERS, LLC, a Nebraska limited liability company, (the "Declarant"), hereby approve and adopt this First Amendment to Declaration for 902 Dodge Condominium dated September 19, 2006 (the "Declaration"), and agree as follows:

WHEREAS, pursuant to Section 5.1 of the Declaration, the undersigned hereby desire to modify and amend the Declaration as set forth herein.

WHEREAS, said amendment shall relate to and affect certain real estate legally described as follows:

- Lot 101, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 201, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 202, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 203, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 204, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 301, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 302, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 303, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 304, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 401, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 402, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 403, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 404, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 501, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 502, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.

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Lot 503, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
Lot 504, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
Lot 601, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
Lot 602, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.

NOW THEREFORE, the undersigned amend the Declaration as follows:

1. The Declaration is hereby amended such that Section 8.1.1 shall be deleted in its entirety and the following is substituted therefor:

“Section 8.1.1 A Residential Unit Owner may lease his or her Unit (but not less than his or her entire Unit) at any time and from time to time provided that:

(a) No Unit may be leased for transient or hotel purposes or for an initial term of less than ninety (90) days, unless said lease shall be for the purpose of corporate housing, in which case the term of such corporate housing lease shall be no less than thirty (30) days;

(b) No Unit may be leased or subleased without a written lease or sublease;

(c) At no time shall more than thirty percent (30%) of the total number of Units be occupied by non-owners;

(d) A copy of such lease or sublease shall be furnished to the Executive Board for approval no less than ten (10) days prior to the date the lessee or sublessee obtains possession of the Unit, which requirement may be waived by the Executive Board in its sole discretion. In the event the Executive Board does not disapprove of the lease in writing within five (5) days after the lease has been furnished to it, the lease shall be deemed to have been approved by the Executive Board; and

(e) The rights of any lessee of the Unit shall be subject to, and each such lessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations, and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments or special assessments on behalf of the owner of that Unit.

Notwithstanding the foregoing, the provisions of Section 8.1.1 shall not apply to a holder of an Eligible Mortgage who is in possession of a Residential Unit following a default in such mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure.”

2. Except as hereby amended, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Declaration for 902 Dodge Condominium this 7th day of NOVEMBER, 2007.

DECLARANT:

DOWNTOWN DODGE DEVELOPERS, LLC,
a Nebraska limited liability company, Declarant

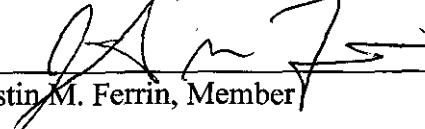
By: Trinity Partners, Inc.,
a Nebraska corporation, Managing Member

By: 
Brian T. Moffett, President

EXECUTIVE BOARD:


Brian T. Moffett, Member

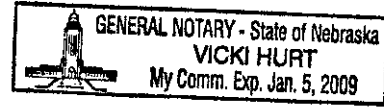

Steven M. Bazis, Member


Justin M. Ferrin, Member

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7th day of November 2007 by Brian T. Moffett, President of Trinity Partners, Inc., a Nebraska corporation, which is the Managing Member of Downtown Dodge Developers, LLC, a Nebraska limited liability company, on behalf of said company.

Vicki Hurt
Notary Public



STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7 day of Nov, 2007 by Brian T. Moffett, Member of the Executive Board of 902 Dodge Condominium Association, Inc., a Nebraska non-profit corporation, on behalf of said corporation.

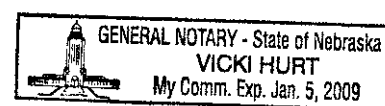
Vicki Hurt
Notary Public



STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7 day of Nov, 2007 by Steven M. Bazis, Member of the Executive Board of 902 Dodge Condominium Association, Inc., a Nebraska non-profit corporation, on behalf of said corporation.

Vicki Hurt
Notary Public



STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7 day of Nov, 2007 by Justin M. Ferrin, Member of the Executive Board of 902 Dodge Condominium Association, Inc., a Nebraska non-profit corporation, on behalf of said corporation.

Vicki Hurt
Notary Public

