



After recording return to:
Fullenkamp Doyle & Jobeun
Attn: Brent W. Beller
11440 West Center Road
Omaha, NE 68144

(Space above line for recording information)

**SEVENTH AMENDMENT TO DECLARATION
FOR 902 DODGE CONDOMINIUM**

THIS SEVENTH AMENDMENT TO DECLARATION FOR 902 DODGE CONDOMINIUM (the "Seventh Amendment") is made this 19 day of September, 2017, by 902 DODGE CONDOMINIUM ASSOCIATION, INC., a Nebraska non-profit corporation (the "Association").

RECITALS:

WHEREAS, that certain Declaration for 902 Dodge Condominium that was recorded in the office of the Douglas County Register of Deeds on September 21, 2006, as Instrument No. 2006108833, as amended by that First Amendment to Declaration for 902 Dodge Condominium that was recorded in the office of the Douglas County Register of Deeds on November 13, 2007 as Instrument No. 2007126558, as amended by that Second Amendment to Declaration for 902 Dodge Condominium that was recorded in the office of the Douglas County Register of Deeds on December 14, 2009, as Instrument No. 2009132778, as amended by that Third Amendment to Declaration for 902 Dodge Condominium that was recorded in the office of the Douglas County Register of Deeds on May 3, 2010, as Instrument No. 2010037273, as amended by that Fourth Amendment to Declaration for 902 Dodge Condominium that was recorded in the office of the Douglas County Register of Deeds on October 7, 2010, as Instrument No. 2010092812, as amended by that Fifth Amendment to Declaration for 902 Dodge Condominium that was recorded in the office of the Douglas County Register of Deeds on March 16, 2011, as Instrument No. 2011024333, as amended by that Sixth Amendment to Declaration for 902 Dodge Condominium that was recorded in the office of the Douglas County Register of Deeds on September 13, 2011, as Instrument No. 2011077482 (collectively referred to herein as the "Declaration"); and

NE COURTESY

WHEREAS, the Executive Board of the Association unanimously approved the following amendments to the Declaration: (1) Section 8.1.1 of the Declaration is hereby reinstated.

NOW, THEREFORE, for good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the Association hereby amends the Declaration as follows:

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

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

3. Amendments. Section 8.1.1 of the Declaration is hereby amended and restated as follows:

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

(a) No Unit may be leased for transient or hotel purposes for an initial term of less than ninety (90) 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 leases or sublease shall be furnished to the Executive Board for approval no less than ten (10) days prior to date of the lessee or sublessee obtains possession of the Unit. In the event the Executive Board does not approve 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 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 assessment or special assessments on behalf of the owner of that Unit.

4. Indexing. This Seventh Amendment shall be indexed against the following Units, to-wit:

Units 101, 201 thru 204, inclusive, 301 thru 304, inclusive, 401 thru 404, inclusive, 501, 503 thru 504, inclusive, and 600, 902 Dodge

Condominium, a Condominium organized under the laws of the State of Nebraska, in the City of Omaha, Douglas County, Nebraska, pursuant to the Declaration.

5 No Other Amendments. Except as specifically set forth herein, the Declaration shall remain in full force and effect as originally executed, acknowledged and recorded.

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IN WITNESS WHEREOF, the undersigned has executed this Seventh Amendment effective as of the 19 day of September, 2017.

ASSOCIATION:

902 DODGE CONDOMINIUM ASSOCIATION, a
Nebraska non-profit corporation,

By: _____
Its: _____

John Obermiller
TREASURER

ATTEST:

By: _____
Its: _____

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 19 day of September 2017, by John Obermiller, known to me to be the President of 902 Dodge Condominium Association, a Nebraska nonprofit corporation, on behalf of said corporation.



Kristin Martin
Notary Public

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ___ day of ___ 2017, by _____, known to me to be the Secretary of 902 Dodge Condominium Association, a Nebraska nonprofit corporation, on behalf of said corporation.

Notary Public