



BK 0978 PG 239-247



MISC 1991 18526

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INDEXING
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GEORGE J. SUTLEWICK
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

AMENDMENT TO
DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS
AND AMENDMENT TO COMMON AREA MAINTENANCE AGREEMENT

This Amendment ("Amendment") is made this 10th day of September, 1991 by and among the undersigned (collectively, "Declarants"), concerning the property described as all of KVI-132nd Street Plaza, a subdivision of Douglas County, Nebraska as surveyed, platted and recorded in the office of the Register of Deeds of Douglas County, Nebraska ("Property"), IN ORDER TO AMEND that instrument entitled Declaration of Restrictions and Grant of Easements dated January 11, 1989 and recorded in the office of the Douglas County Register of Deeds in Book 874 of Miscellaneous Records, commencing at Page 340 ("Declaration") AND TO AMEND THAT INSTRUMENT ENTITLED Common Area Maintenance Agreement also dated January 11, 1989, and recorded in the Office of the Register of Deeds of Douglas County, Nebraska in Book 874 of Miscellaneous Records, commencing at Page 364 ("Maintenance Agreement").

WHEREAS, Declarants are and include the owners of all Parcels and each and every mortgagee and beneficiary under any recorded first mortgage or deed of trust covering any Parcel comprising a part or all of the Property, as of the date first above written.

WHEREAS, except as expressly changed in this Amendment, the definitions set forth in Article 1 of the Declaration shall apply to the terms and provisions of this Amendment as though fully set forth herein.

WHEREAS, the Declaration is that instrument identified as a "Declaration of Covenants, Conditions, Restrictions and Easements" in Paragraph 49 of that Deed of Trust dated January 11, 1989 and made by KV Westridge Limited Partnership, as Trustor, Title Insurance Company of Minnesota, as Trustee, and The Prudential Insurance Company of America, as Beneficiary, which Deed was recorded in the office of the Register of Deeds of Douglas County, Nebraska, commencing at Book 3319, Page 540. This Amendment becomes a part of the Declaration and is incorporated therein by this reference.

Declarants hereby amend the Declaration and Maintenance Agreement as follows:

1. All references to Exhibit "A" in the Declaration and all references to the "Site Plan" in the Declaration, in the Maintenance Agreement and in this Amendment shall be deemed to refer to the Site Plan attached to this Amendment as Exhibit "I", incorporated herein by this reference.

2. The term "Parcel" as defined in the Declaration and in the Maintenance Agreement shall be deemed to include any lot(s) created by administrative lot split situated entirely within Lot 2 and/or 3 of the KVI-132nd Street Plaza subdivision, provided such separate lot ("Approved Lot") has been approved by the Planning Director of the City of Omaha and the legal description thereof has been recorded as an approved lot split in the Register of Deeds Office of Douglas County, Nebraska. Each provision of the Declaration and of the Maintenance Agreement governing "Parcel 2" shall apply to each Approved Lot as if it were a separate Parcel.

3. Notwithstanding the language of Article 12 of the Maintenance Agreement to the contrary, the owner of an Approved Lot shall have no financial obligation to share in the cost of repairing, repaving or replacing Common Area parking or drive areas outside its boundaries, if said owner elects to assume the obligations of the Maintenance Director to maintain and repair such owner's portion of Common Areas; provided that the thirty foot (30') wide access road as shown on Exhibit "I" currently located on Parcel 2 and adjacent to the easterly boundary of Parcel 4 shall in any event be maintained, repaired, repaved, and, if necessary, replaced by the Maintenance Director of the Shopping Center and the cost thereof shall be proratably shared by the

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owners of all Parcels, including the owners of the Approved Lots, in accordance with the Maintenance Agreement.

4. Section 4.3 of Article 4 of the Declaration is deleted and in its place the following is inserted:

4.3 Signs: All signs in the Shopping Center shall comply with all applicable laws.

One free-standing advertising sign may be erected at each of the locations designated on the Exhibit "I" Site Plan as "Free Standing Sign Area". Subject to the written consent of the Owner of Parcel 1, one free-standing advertising sign may also be erected by the Owner of Parcel 5, with design, location and specifications therefor to be subject to approval and control of the Owner of Parcel 1. Only a business located in the Shopping Center shall have a designation on such free-standing advertising signs. The name of the Shopping Center may also appear on each free-standing sign, subject to the right of the Owner of Parcel 1 to approve the design, location and specifications of the name.

There shall be no other free-standing advertising signs in the Shopping Center. All other signs in the Shopping Center shall be signs on buildings, except that directional signs or informational signs (such as "customer parking" or "no parking") may also be free-standing, subject to approval of the Owner of Parcel 1.

5. Notwithstanding any language to the contrary in the Declaration or in the Maintenance Agreement, the following provisions are hereby agreed to:

- (a) An automotive repair facility may be located upon the east half of the Buildable Area of Parcel 2; provided that no automotive repair work shall be permitted outside of an enclosed building.
- (b) An outdoor nursery display area operated as part of a retail garden center may be located upon the Buildable Area of Parcel 2. Such outside display area may be enclosed by a fence or wall, subject to review and approval of plans and specifications therefor by the Owner of Parcel 1. Such outside display area shall be maintained by the owner thereof in accordance with the maintenance standards set forth in the Maintenance Agreement, but shall not be considered Common Area and shall not be considered part of the square footage of the said owner's building shell.

EXECUTED as of the day and year first above-written.

KV WESTRIDGE LIMITED PARTNERSHIP,
a Nebraska limited partnership,

By: 
George W. Venteicher
General Partner

By: 
Frank R. Krejci
General Partner

08/01/91:susan:amndecr

By: KV International, Inc., a
a Nebraska corporation,
General Partner

By: [Signature]
Its: [Signature]

KV WESTRIDGE LIMITED PARTNERSHIP,
a Nebraska limited partnership

By: [Signature]
George W. Venteicher
General Partner

By: [Signature]
Frank R. Krejci
General Partner

MILTON GOTTLIEB, TRUSTEE

By: [Signature]
Trustee

~~California)
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)~~

~~The foregoing instrument was acknowledged before me
this 21st day of August, 1991, by George W. Venteicher, as
General Partner of KV Westridge Limited Partnership, a Nebraska
limited partnership, on behalf of the limited partnership.~~

~~Notary Public~~

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
this 10th day of September, 1991, by Frank R. Krejci, as General
Partner of KV Westridge Limited Partnership, a Nebraska limited
partnership, on behalf of the limited partnership.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
this 10th day of September, 1991, by George W. Venteicher, as
President of KV International, Inc., a Nebraska corporation, on
behalf of the corporation, and as General Partner of KV Westridge Limited
Partnership, a Nebraska limited partnership, on behalf of the limited partnership.

[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

this 10th day of September, 1991, by George W. Venteicher, as General Partner of KV Westridge II Limited Partnership, a Nebraska limited partnership, on behalf of the limited partnership.



Susan M. Heithoff
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

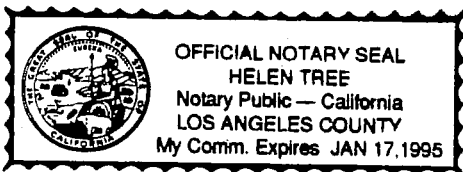
The foregoing instrument was acknowledged before me this 10 day of September, 1991, by Frank R. Krejci, as General Partner of KV Westridge II Limited Partnership, a Nebraska limited partnership, on behalf of the limited partnership.



Susan M. Heithoff
Notary Public

STATE OF California)
) ss.
COUNTY OF Los Angeles)

The foregoing instrument was acknowledged before me this 21st day of August, 1991, by Milton Gottlieb, Trustee, as his voluntary act and deed.



Helen Tree
Notary Public

CONSENT TO AMENDMENT

The undersigned mortgagees/beneficiaries hereby consent to the foregoing Amendment to Declaration of Restrictions and Grant of Easements.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a _____ corporation, Beneficiary

Date: _____

By: _____

Its: _____

WESTERN SECURITY BANK, a Nebraska Banking Corporation, Trustee and Beneficiary

Date: SEPT 9, 1991

By: [Signature]

Its: EX.V.P.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 1991, by George W. Venteicher, as General Partner of KV Westridge II Limited Partnership, a Nebraska limited partnership, on behalf of the limited partnership.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 1991, by Frank R. Krejci, as General Partner of KV Westridge II Limited Partnership, a Nebraska limited partnership, on behalf of the limited partnership.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1991, by Milton Gottlieb, Trustee, as his voluntary act and deed.

Notary Public

CONSENT TO AMENDMENT

The undersigned mortgagees/beneficiaries hereby consent to the foregoing Amendment to Declaration of Restrictions and Grant of Easements.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a NEW JERSEY corporation, Beneficiary

Date: 9/4/91

By: M. Joe Eshen JKK
Its: Vice President

WESTERN SECURITY BANK, a Nebraska Banking Corporation, Trustee and Beneficiary

Date: _____

By: _____
Its: _____

FIRST NATIONAL BANK OF OMAHA, a
Nebraska Banking Corporation,
Trustee and Beneficiary

Date: August 23, 1991

By: Robert J. Horak
Its: Vice President

NORWEST BANK NEBRASKA, NATIONAL
ASSOCIATION, a Federal Banking
Organization,
Trustee and Beneficiary

Date: August 21, 1991

By: John C. Pearson
Its: Vice President

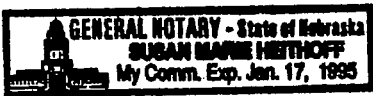
STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this _____ day of _____, 1991, by _____,
the _____ of The Prudential Insurance Company of
America, a _____ corporation, on behalf of the
corporation.

Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me
this 9th day of September, 1991, by D.C. Robey,
Executive Vice President of Western Security Bank, a Nebraska banking
corporation, on behalf of said corporation.



Susan Marie Heitoff
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me
this 23rd day of August, 1991, by ROBERT J. HORAK,
VICE PRESIDENT of First National Bank of Omaha, a Nebraska
banking corporation, on behalf of said corporation.



Tracy Urbanek
Notary Public

FIRST NATIONAL BANK OF OMAHA, a
Nebraska Banking Corporation,
Trustee and Beneficiary

Date: _____

By: _____

Its: _____

NORWEST BANK NEBRASKA, NATIONAL
ASSOCIATION, a _____

Trustee and Beneficiary

Date: _____

By: _____

Its: _____

STATE OF Illinois)
COUNTY OF Cook) ss.

The foregoing instrument was acknowledged before me
this 4th day of September, 1991, by M. Joe Green,
the Vice President of The Prudential Insurance Company of
America, a New Jersey corporation, on behalf of the
corporation.



Bernadette Wertheimer
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me
this _____ day of _____, 1991, by _____,
of Western Security Bank, a Nebraska banking
corporation, on behalf of said corporation.

Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me
this _____ day of _____, 1991, by _____,
of First National Bank of Omaha, a Nebraska
banking corporation, on behalf of said corporation.

Notary Public

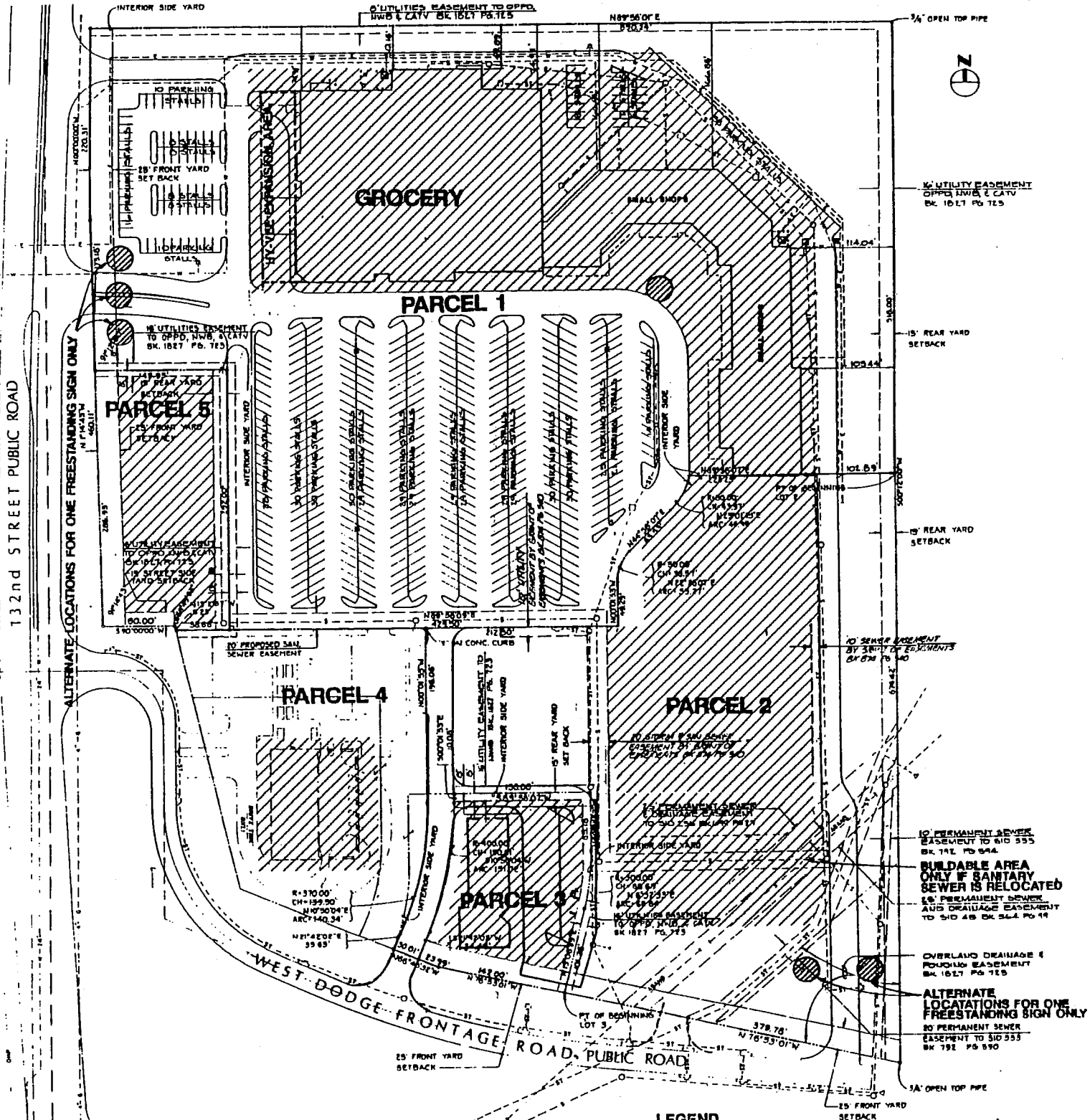
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

this 21st day of August, 1991, by John C. Parson,
of Norwest Bank Nebraska, National Associa-
tion, a Federal Banking Organization,
on behalf of said organization.

Susan M. Hethoff
Notary Public



AMENDMENT SITE PLAN
EXHIBIT "I"



- LEGEND**
- OHP --- EXIST OVERHEAD POWER
 - S --- EXIST SANITARY SEWER
 - ST --- EXIST STORM SEWER
 - W --- EXIST WATER LINE
 - E --- EXIST UG ELECTRIC
 - G --- EXIST GAS LINE
 - M --- EXIST MANHOLE
 - I --- EXIST CURB INLET
 - P --- EXIST LIGHT PROPERTY CORNER
 - L --- EXIST LIGHT PROPERTY CORNER (1" FINCHED PIPE UNLESS OTHERWISE NOTED)
 - S --- STORM AREA INLET
 - E --- ELECTRIC TRANSFORMER
 - F --- FIRE HYDRANT
 - S --- FREE STANDING SIGN AREAS
 - ▨ --- BUILDABLE AREAS

132nd STREET PUBLIC ROAD

WEST DODGE ROAD PUBLIC ROAD

WEST DODGE FRONTAGE ROAD PUBLIC ROAD

