



FIRST AMENDMENT TO THE
DECLARATION OF EASEMENTS, RESERVATIONS, COVENANTS AND
RESTRICTIONS FOR PARCEL 1 AND RAMP C MIDTOWN CROSSING
OMAHA, NEBRASKA

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

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**FIRST AMENDMENT TO THE DECLARATION OF EASEMENTS, RESERVATIONS,
COVENANTS, AND RESTRICTIONS FOR PARCEL 1 AND RAMP C MIDTOWN
CROSSING OMAHA, NEBRASKA**

This First Amendment to the Declaration of Easements, Reservations, Covenants and Restrictions for Parcel 1 and Ramp C Midtown Crossing Omaha, Nebraska (this "Amendment"), dated this 13 day of August, 2018, is made by East Campus Realty, LLC, a Nebraska limited liability company ("Declarant") and Midtown Crossing Parcel 1 Condominium Association, Inc., a Nebraska nonprofit corporation ("Parcel 1 Condo Association").

WITNESSETH:

WHEREAS, by that certain Declaration of Easements, Reservations, Covenants and Restrictions for Parcel 1 and Ramp C Midtown Crossing Omaha, Nebraska dated June 17, 2016, and recorded in the Office of the Register of Deeds of Douglas County, Nebraska on October 11, 2017, as Document No. 2017081574, (the "Parcel 1/Ramp C Declaration"), Declarant subjected certain real estate more particularly described on Exhibit 1 attached hereto and incorporated herein, to the terms of the Parcel 1/Ramp C Declaration;

WHEREAS, terms which are not otherwise defined in this Amendment shall have the meaning ascribed to such terms in the Parcel 1/Ramp C Declaration;

WHEREAS, Section 14.6 of the Parcel 1/Ramp C Declaration provides for the amendment of the Declaration with the written approval of the Owners;

WHEREAS, Declarant is the sole owner in fee simple of Ramp C Parcel;

WHEREAS, by that certain Declaration of Condominium of Midtown Crossing Parcel I Condominium dated June 17, 2016, and recorded in the Office of the Register of Deeds of Douglas County, Nebraska on October 11, 2017, as Document No. 2017081791, as amended by that certain First Amendment to the Declaration of Midtown Crossing Parcel 1 Condominium dated May 16, 2018, and recorded May 18, 2018, as Instrument No. 2018037942) (the "Parcel 1 Declaration"), Declarant submitted Parcel 1 to the provisions of the Nebraska Condominium Act, Neb. Rev. Stat. §76-825 et. seq.;

WHEREAS, Parcel 1 Condo Association, for purposes of Parcel 1, is the governing Condominium Association for the Submitted Property and Declarant is the owner of all the Units (as that term is defined in the Parcel 1 Declaration) under the Parcel 1 Declaration;

WHEREAS, no part of Parcel 1 or Ramp C Parcel is encumbered by a mortgage; and

WHEREAS, Declarant and Parcel 1 Condo Association desire to amend the Parcel 1/Ramp C Declaration as herein provided.

NOW THEREFORE, Declarant and Parcel 1 Condo Association hereby amend the Parcel 1/Ramp C Declaration as follows:

1. Section 5.3 (C) of the Parcel 1/Ramp C Declaration is deleted and the following substituted therefor:

(C) The Ramp C Owner shall inspect, maintain, repair and replace the Shared Equipment and Common Improvements (both as hereinafter defined), wherever located in the Building, with the direct actual cost attributable to any such inspection, maintenance, repair and replacement to be paid by the Ramp C Owner, unless such cost is incurred due solely to the action or inactions of the Parcel 1 Owner (or its tenants, contractors, licensees, invitees, permittees and guests) in which event the Parcel 1 Owner shall pay such cost. Notwithstanding the foregoing, each Owner shall inspect, maintain, repair, replace, and clean, as and when necessary, at its sole cost and expense, entry doors and hardware (including glass), windows (including glass), landscaping and associated fencing (other than Common Improvements), and light bulbs located on that portion of the Building situated within such Owner's Parcel. Each Owner, at its sole cost and expense, shall keep its Parcel clean and free of insects, rodents, vermin, and other pests or unhealthy conditions. To insure compliance, each Owner (or their respective tenants) shall cause extermination services, including treatment for insects, spiders, rats, mice, moles, and other rodents, to be provided to their respective Parcel by a reputable exterminator as required. For purposes of this Declaration, (i) "Shared Equipment" shall mean the equipment that services more than one Parcel as listed on Exhibit F attached hereto and made a part hereof or as set forth on the Plans, including such other equipment (either similar or functionally equivalent) which may, from time to time, replace said equipment and/or any structural components of the Improvements which affect more than one Parcel; and (ii) "Common Improvements" shall mean those improvements that benefit more than one Parcel as listed on Exhibit G attached hereto and made a part hereof or as set forth on the Plans, including such other improvements (either similar or functionally equivalent) which may, from time to time, replace said improvements.

2. Section 5.3 (D) of the Parcel 1/Ramp C Declaration is deleted and the following substituted therefor:

(D) The Owners agree that the utilities of each Owner, including, but not limited to, the exterior lighting and Signs, shall, to the maximum extent possible, be separately metered and separately paid for by each such Owner. To the extent that any utilities servicing more than one Parcel cannot reasonably be separately metered, said utility costs shall be paid proportionately by the parties hereto in accordance with the Common Maintenance Percentages. For purposes of this Declaration, "Common Maintenance Percentages" shall mean 73% with respect to the Ramp C Owner, and 27% with respect to the Parcel 1 Owner. In the event a utility or service is used by an owner to a greater extent than the other owner, the

Common Maintenance Percentages may be modified to take into account the parties' usage as reasonably determined by the parties.

3. Article 11 of the Parcel 1/Ramp C Declaration is deleted and the following substituted therefor:

**ARTICLE 11
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF CERTAIN RECIPROCAL RIGHTS AND EASEMENTS FOR MIDTOWN
CROSSING AT TURNER PARK**

The Total Tract is subject to the terms and provisions of that certain Declaration of Covenants, Conditions and Restrictions of Certain Reciprocal Rights and Easements for Midtown Crossing at Turner Park recorded on February 11, 2010, as Document No. 2010012982 ("Campus REA") which delineates the rights, obligations and privileges of the Declarant with respect to the interrelationship of the Total Tract and the other land located at Midtown Crossing. Each Owner is subject to the terms and provisions of the Campus REA. The Ramp C Owner shall be responsible for fulfilling all of the obligations under the Campus REA for the benefit of the Total Tract and providing any services required under the Campus REA with the costs therefor to be paid as provided in Section 5.3 (C) hereof. All use of the Total Tract is subject to and must be in compliance with the terms of the Campus REA.

4. Except as expressly set forth herein, the Parcel 1/Ramp C Declaration shall remain in full force and effect in accordance with its terms.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS.]

EXHIBIT 1

Same as Exhibit C "Total Tract" to Parcel 1/Ramp C Declaration

Midtown Crossing Parcel 1 Legal Description

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 1, described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearings referenced to the Final Plat of MIDTOWN CROSSING AT TURNER PARK) for 343.88 feet along the north line of said Lot 1 to the intersection with the western most back of curb of the existing driveway turnaround between Building 1 and Midtown Crossing Building 120 Condominium. A condominium created by Declaration of Midtown Crossing Building 200 Condominium recorded in the Deed Records in the office of the Douglas County Nebraska, on February 11, 2010, as Instrument No. 2010012980 (herein after referred to as Building 5 in the legal description of Building 1 and the legal description of the floors within the building situated within boundaries of said Building 1) and the TRUE POINT OF BEGINNING;

Thence along said back of curb line the following nine (9) courses.

1. Thence along a curve to the right (having a radius of 13.48 feet and a long chord bearing South 29°57'57" East for 9.64 feet) for an arc length of 9.86 feet;
2. Thence South 04°05'58" East for 5.45 feet;
3. Thence along a curve to the right (having a radius of 11.47 feet and a long chord bearing South 18°57'04" West for 4.37 feet) for an arc length of 4.40 feet;
4. Thence along a curve to the left (having a radius of 189.53 feet and a long chord bearing South 33°42'40" West for 12.48 feet) for an arc length of 12.48 feet;
5. Thence along a curve to the right (having a radius of 67.33 feet and a long chord bearing South 39°22'51" West for 14.70 feet) for an arc length of 14.73 feet;
6. Thence along a curve to the left (having a radius of 52.99 feet and a long chord bearing South 42°09'50" West for 10.29 feet) for an arc length of 10.30 feet;
7. Thence along a curve to the left (having a radius of 17.70 feet and a long chord bearing South 16°28'37" West for 4.45 feet) for an arc length of 4.46 feet;
8. Thence South 01°36'17" East for 43.53 feet;
9. Thence along a curve to the right (having a radius of 12.70 feet and a long chord bearing South 17°45'14" West for 8.66 feet) for an arc length of 8.83 feet to the extended south building line of Building 1;

Thence South 87°38'46" West for 16.90 feet along said south building line;

Thence North 02°34'27" East for 0.12 feet continuing along said south building line;

Thence South 87°39'37" West for 244.89 feet continuing along said south building line extended to the west line of said Lot 1;

Thence North 02°13'45" West for 92.07 feet along said west line to the chamfered northwest corner of said lot 1;

Thence North 42°41'55" East for 14.16 feet along said chamfered northwest corner to the north line of said Lot 1;

Thence North 87°38'08" East for 277.84 feet to the Point of Beginning.

Ramp C Legal Description

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Ramp C, and approximately described as follows:

Commencing at the northwest corner of said Lot 1;

Thence South 87°38'08" West (bearings referenced to the final Plat of MIDTOWN CROSSING AT TURNER PARK) for 380.67 feet along the north line of said Lot 1,

Thence South 02°21'52" East for 102.32 feet to the northeast corner of said Ramp C and the TRUE POINT OF BEGINNING;

Thence South 02°19'40" East for 94.62 feet;

Thence South 47°12'06" East for 9.88 feet;

Thence South 01°42'14" East for 27.89 feet;

Thence South 84°54'23" West for 5.25 feet;

Thence South 02°10'08" East for 29.19 feet;

Thence South 81°40'25" West for 2.06 feet;

Thence South 12°51'53" West for 46.96 feet;

Thence South 89°22'23" West for 5.42 feet;

Thence South 01°47'58" East for 17.60 feet;

Thence South 87°55'07" West for 25.02 feet;

Thence South 02°17'04" East for 238.02 feet;

Thence North 88°00'00" East for 33.60 feet;

Thence North 02°00'00" West for 0.58 feet;

Thence North 88°00'00" East for 17.69 feet;

Thence South 07°32'12" West for 33.92 feet;

Thence South 87°53'30" West for 253.66 feet to the west line of said Lot 1;

Thence North 02°13'45" West for 452.07 feet along said west line;

Thence North 87°41'24" East for 251.29 feet to the Point of Beginning.