



MISC 2009094664



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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
8/28/2009 09:40:49.12



2009094664

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**FIRST AMENDMENT TO  
DECLARATION AND MASTER DEED OF  
DUNSANY FLATS CONDOMINIUM PROPERTY REGIME**

This First Amendment to the Declaration and Master Deed of Dunsany Flats Condominium Regime is made and entered into this 28 day of August, 2009, by Forest Hill Properties, LLC, a Nebraska limited liability company, as the Declarant and sole owner of all of the units of the Dunsany Flats Condominium Regime.

**WITNESSETH:**

WHEREAS, this First Amendment is being made pursuant to Section 14.1 of the Declaration and Master Deed of Dunsany Flats Condominium Regime dated June 24, 2009, which was recorded on June 25, 2009, at Instrument No. 2009067034 of the Register of Deeds of Douglas County, Nebraska (the "Declaration") and shall be recorded against the following legally-described real property:

Lot 1, Dunsany Flats, a Subdivision in Douglas County, Nebraska, and

Units 14, 15, 16, 17, 18, 19, and the Commercial Units of the Dunsany Flats Condominium Regime, a Condominium Property Regime, located in Douglas County, Nebraska; and

WHEREAS, the Declaration of the Master Condominium of Dunsany Flats recorded at Instrument Number 2009067033 of the Register of Deeds of Douglas County, Nebraska, has been terminated and the Declarant desires to record the Declaration on the real property described on Schedule "A" and provide for future expansion of the Dunsany Flats Condominium Regime.

NOW, THEREFORE, and pursuant to the Act and Section 14.1 of the Declaration, the Declarant hereby amends the Declaration as follows:

1. Schedule "A" attached hereto is substituted as the Schedule "A" for the Declaration and shall be the Property as defined in the Declaration.

2. The Plans attached hereto as Schedule "B" are hereby substituted for Schedule "B" attached to the Declaration.

3. The following shall be added as Section 1.45 to the Declaration:

1.45 Lot 1 shall mean Lot 1, Dunsany Flats, a Subdivision in the City of Omaha, Douglas County, Nebraska

4. The following shall be added as Article XVI to the Declaration:

**"ARTICLE XVI – EXPANDABLE CONDOMINIUM AND  
DECLARANT'S RESERVED RIGHTS"**

16.1 Expandable Condominium and Declarant's Reserved Rights. Dunsany Flats Condominium Regime is and shall be an "expandable condominium regime," and Declarant expressly reserves the right and option to expand the Property by creating additional units, common Elements and limited common Elements within Dunsany Flats Condominium Regime, in accordance with the provisions of the Act and the following provisions:

(a) The Real Estate described and defined herein as the Property is the Real Estate being subjected to the Condominium by this Declaration and constitutes the first phase of the general plan of development of the Condominium. The balance of Lot 1, designated on Exhibits "A" and "B"; as "Reserved for Future Development", is the area into which expansion of the Condominium may be made by Declarant. The maximum number of Units which may be developed on the Real Estate, including Condominium Units on the Tract as defined in this original Declaration, shall be nineteen (19). Subject to said limit as to the maximum number of Units to be developed on Lot 1, the Condominium may be expanded by Declarant to include additional portions of Lot 1 in one (1) or more additional phases by the execution and recording of one (1) or more amendments or supplements to this Declaration; provided, however, that no single exercise of such right and option of expansion as to any part or parts of Lot 1 shall preclude Declarant from thereafter from time to time further expanding the Condominium to include other portions of Lot 1, and such right and option of expansion may be exercised by Declarant from; time to time as to all or any portions of Lot 1 so long as such expansion is done within ten (10) years from the recording date hereof. Such expansion is entirely at the discretion of Declarant and nothing contained in this original Declaration or otherwise shall require Declarant to expand the Condominium beyond the Property or any other portions of Lot 1 which Declarant may voluntarily and in its sole discretion from time to time subject to this Declaration by amendments or supplements to this Declaration as provided above. Any Units constructed in such expansion area shall be consistent with the quality of construction of the Units constructed in the previous phases. Prior to expansion to an

additional phase, the improvements in such expansion phase shall be substantially complete.

(b) The Allocated Interests which will appertain to each Unit in the Condominium may be expanded from time to time by Declarant in accordance with the terms hereof (including the Allocated Interests which appertains to each of the Units included in this original Declaration) shall be a percentage equal to the number of square feet per Unit divided by the total number of square feet for all of the Units which, from time to time have been submitted and subjected to the Act and this Declaration as herein provided and which constitute a part of the Condominium.

(c) Simultaneously with the recording of amendments or supplements to this Declaration expanding the Condominium, Declarant shall record a new Plat and Plans as may be required by the Act. Such amendments or supplements to this Declaration shall also include provisions reallocating Allocated Interests so that the Units depicted on such new Plans shall be allocated Allocated Interests in the Common Elements on the same basis as the Units depicted in the prior Plans. Such reallocation of Allocated Interests shall vest when the amendment or supplement to the Declaration incorporating those changes has been recorded.

(d) When the amendment or supplement to the Declaration incorporating the addition of Units or expansion of Common Elements, or both, is recorded, all liens including, but not limited to, mortgage liens shall be released as to the Allocated Interests in the Common Elements described in the Declaration and shall attach to the reallocated Allocated Interests in the Common Elements as though the liens had attached to those Allocated Interests on the date of the recordation of the mortgage or other lien. The Allocated Interests appertaining to additional Units being added by the amendment or supplement to the Declaration are subject to mortgage liens upon the recordation of the amendment or supplement to the Declaration.

In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Declarant, as attorney-in-fact, to shift the Allocated Interests in the Common Elements appurtenant to each Unit to the percentages set forth in each such amendment or supplement to this Declaration recorded pursuant to this Section 16. Each deed, mortgage or other instrument with respect to a Unit and the acceptance thereof shall be deemed a grant and acknowledgment of and consent to such power to said attorney-in-fact and shall be deemed to reserve to said attorney-in-fact the power to shift and reallocate from time to time the percentages of ownership in the Common Elements appurtenant to each Unit to the percentages set forth in each such recorded amendment or supplement to this Declaration.

Each Owner of a Unit by acceptance of a deed thereto, further acknowledges consents and agrees, as to each such amendment or supplement to this Declaration that is recorded as follows:

(i) The portion of Lot 1 described in each such amendment or supplement to this Declaration shall be governed in all respects by the

provisions of this Declaration.

(ii) The Allocated Interests in the Common Elements appurtenant to each Unit shall automatically be shifted and reallocated to the extent set forth in each such recorded amendment or supplement to this Declaration and upon the recording of each such amendment or supplement to this Declaration, shall thereby be deemed to be released and divested from such Owner and reconveyed and reallocated among the other Owners as set forth in each such recorded amendment or supplement to this Declaration.

(iii) Each deed, mortgage or other instrument affecting a Unit shall be deemed given subject to the conditional limitation that the Allocated Interests in the Common Elements appurtenant to each Unit shall, upon the recording of each amendment or supplement to this Declaration be divested pro tanto to the reduced percentage set forth in such amendment or supplement to this Declaration and vested among the other Owners, mortgagees and others owning an interest in the other Units in accordance with the terms and percentages of each such recorded amendment or supplement to this Declaration.

(iv) The Allocated Interests in the Common Elements appurtenant to each Unit shall include and be deemed to include any additional Common Elements included in land to which the Condominium is expanded by a recorded amendment or supplement to this Declaration and each deed, mortgage or other instrument affecting a Unit shall be deemed to include such additional Common Elements and the ownership of any such Unit and lien of any such mortgage shall automatically include and attach to such additional Common Elements as such amendments or supplements to this Declaration are recorded.

(v) Each Owner shall have a perpetual easement, appurtenant to his Unit for the use of any such additional Common Elements described in any recorded amendment or supplement to this Declaration, for the purposes therein set forth, except as to any portion the use of which is limited to the Owners (also known as Limited Common Elements) of specific Units as may be provided in any such amendment or supplement to this Declaration.

(vi) The recording of any such amendment or supplement to this Declaration shall not alter the amount of the lien for expenses assessed to or against a Unit prior to such recording.

(vii) Each Owner, by acceptance of the deed conveying his Unit, agrees for himself and all those claiming under him, including mortgagees, that this Declaration and each amendment or supplement to this Declaration are and shall be deemed to be in accordance with the Act and for purposes of this Declaration and the Act, any changes in the respective Allocated Interests in the

Common Elements as set forth in each such amendment or supplement to this Declaration shall be deemed to be made by agreement of all Owners.

(viii) Each Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this Section 16 to comply with the Act as it may be amended from time to time."

5. All terms defined herein shall have the same meaning as those definitions contained in the Declaration. Except as specifically set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, we the undersigned, the owners of Property described in Schedule A have caused this Declaration to be executed this 27 day of August, 2009.

DECLARANT:

FOREST HILL PROPERTIES, LLC, a  
Nebraska limited liability company

By: Redimensions LLC, a Nebraska limited liability  
company

By: [Signature]  
Sylvester J. Orsi, its Sole Member

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )

Before me, a notary public, in and for said county and state, personally came Sylvester J. Orsi, the sole member of Redimensions LLC, which is the sole member of FOREST HILL PROPERTIES, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

Witness my hand and Notarial Seal this 27<sup>th</sup> day of August, 2009.



[Signature]  
Notary Public

### CONSENT BY LENDER

First National Bank of Omaha, a national banking association,, is the Trustee and Beneficiary of the Deed of Trust on the real property described on Lot 1 and Exhibit "A" attached hereto and hereby consents to this First Amendment to Declaration of Master Condominium of Dunsany Flats and agrees that the Deed of Trust will be subordinate and subject to this Declaration.

Dated this 27<sup>th</sup> day of August, 2009.

FIRST NATIONAL BANK OF OMAHA, a  
national banking association,

By: \_\_\_\_\_

Title: Vice President

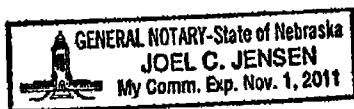
STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )

On this 27<sup>th</sup> day of August, 2009, personally appeared Scott Darnen,  
Vice President of First National Bank of Omaha, a national banking association,  
and acknowledged before me, a Notary Public, to be the person who signed on behalf of said  
Bank and that he/she acknowledged said instrument to be the free act and deed of said Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on  
the day and year first above written, in the County and State aforesaid.



Notary Public \_\_\_\_\_

My Commission expires:

11/1/11

Return to:

Michael D. Matejka

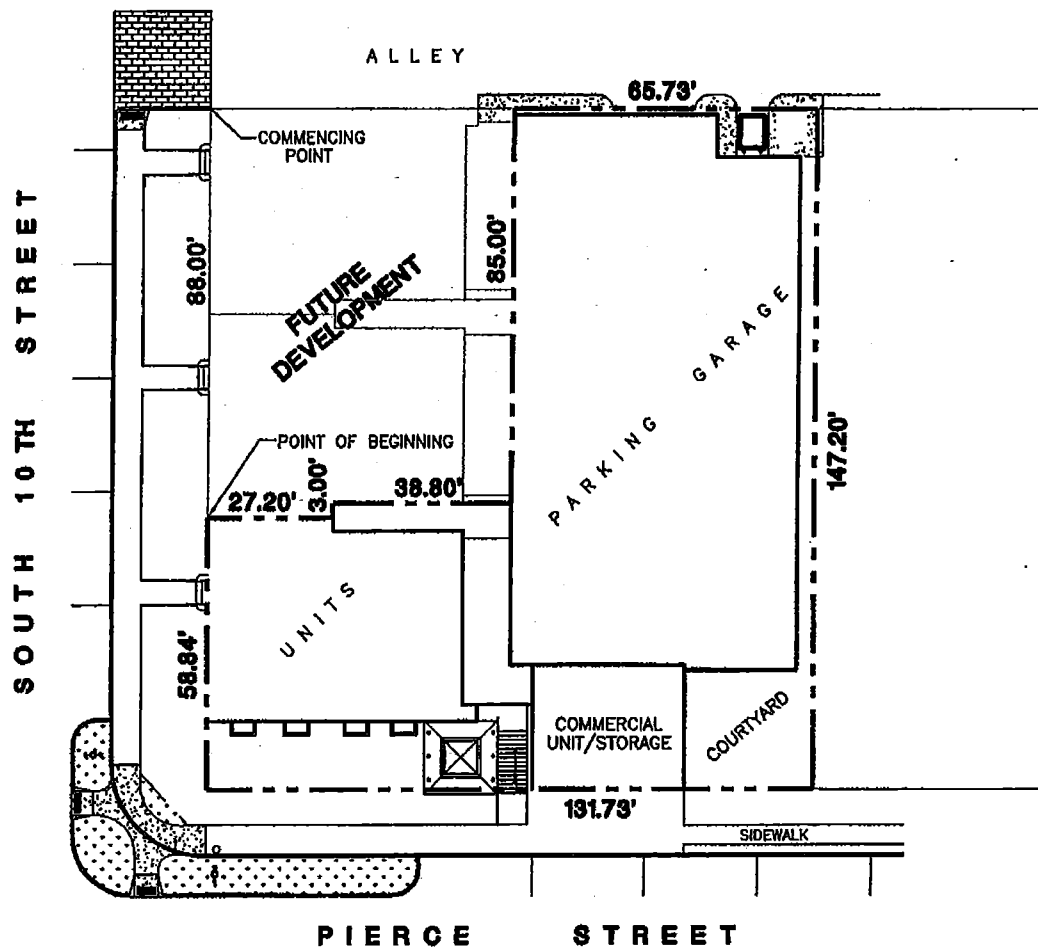
Woods & Aitken LLP

10250 Regency Circle, Suite 525

Omaha, NE 68114

**SCHEDULE A**  
**DESCRIPTION OF PROPERTY**

# DUNSANY FLATS CONDOMINIUMS



SCALE:  
1" = 40'

## LEGAL DESCRIPTION (DUNSANY FLATS CONDOMINIUMS)

THAT PART OF LOT 1, DUNSANY FLATS, AN ADMINISTRATIVE SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID LOT 1; THENCE SOUTH, (ASSUMED BEARING) 88.00 FEET ON THE WEST LINE OF SAID LOT 1, TO THE CENTERLINE OF A PARTY WALL, AND THE POINT OF BEGINNING; THENCE EAST 27.20 FEET ON THE CENTERLINE OF SAID PARTY WALL TO THE EAST EXTERIOR FACE OF A WALL RUNNING NORTH AND SOUTH; THENCE NORTH 3.00 FEET ON SAID EAST FACE TO THE SOUTH EXTERIOR FACE OF A WALL RUNNING EAST; THENCE EAST ON SAID SOUTH FACE AND IT'S EASTERLY EXTENSION 38.80 FEET TO THE WEST EXTERIOR FACE OF A WALL RUNNING NORTH AND SOUTH; THENCE NORTH ON SAID WEST FACE ON A LINE 66.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 1, 85.00 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE EAST ON THE NORTH LINE OF SAID LOT 1 65.73 FEET TO THE NE CORNER THEREOF; THENCE SOUTH ON THE EAST LINE OF SAID LOT 1, 147.20 FEET TO THE SE CORNER THEREOF; THENCE WEST ON THE SOUTH LINE OF SAID LOT 1, 131.73 FEET TO THE SW CORNER THEREOF; THENCE NORTH ON THE WEST LINE OF SAID LOT 1, 58.84 FEET TO THE POINT OF BEGINNING.

I HEREBY CERTIFY THAT THIS DRAWING WAS MADE UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.



JUNE 9, 2009  
RICHARD M. BROYLES  
NEBRASKA RLS 477

SHEET 1 OF 8

GRID BOOK 96, PAGES 63 THRU 65

14381324CONDO.dwg



**THOMPSON, DREESSEN & DÖRNER, INC.**  
Consulting Engineers & Land Surveyors  
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154  
P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM

## SITE PLAN

TD2 NO. 1438-132-4

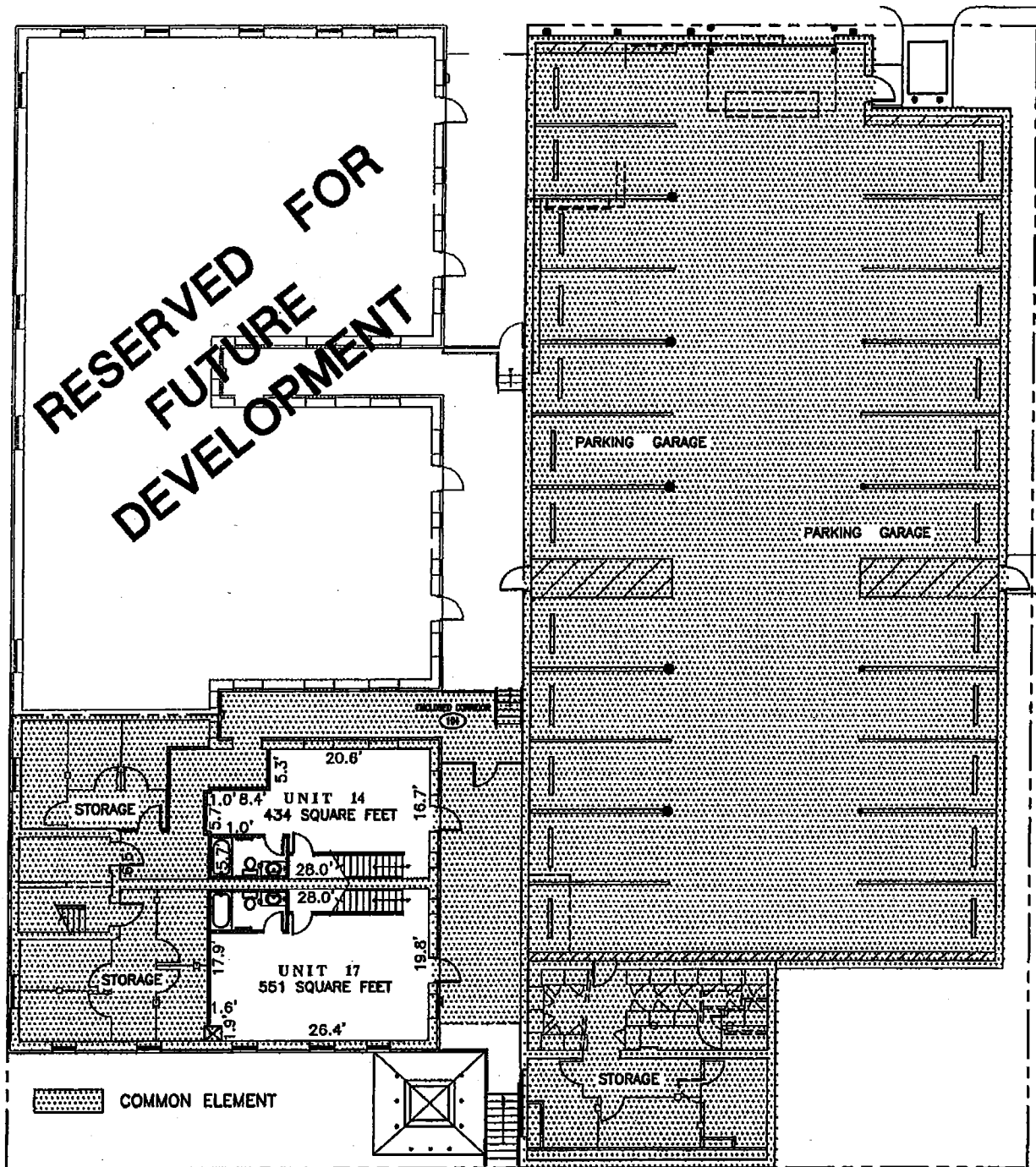
DATE	06/09/09
DRAWN BY	RJR
CHECKED BY	RMB
REVISION	08/19/09



**SCHEDULE B**

**PLANS**

# DUNSANY FLATS CONDOMINIUMS



## BASEMENT / PARKING GARAGES

SCALE:  
1" = 20'

SHEET 2 OF 8

14381324CONDO.dwg



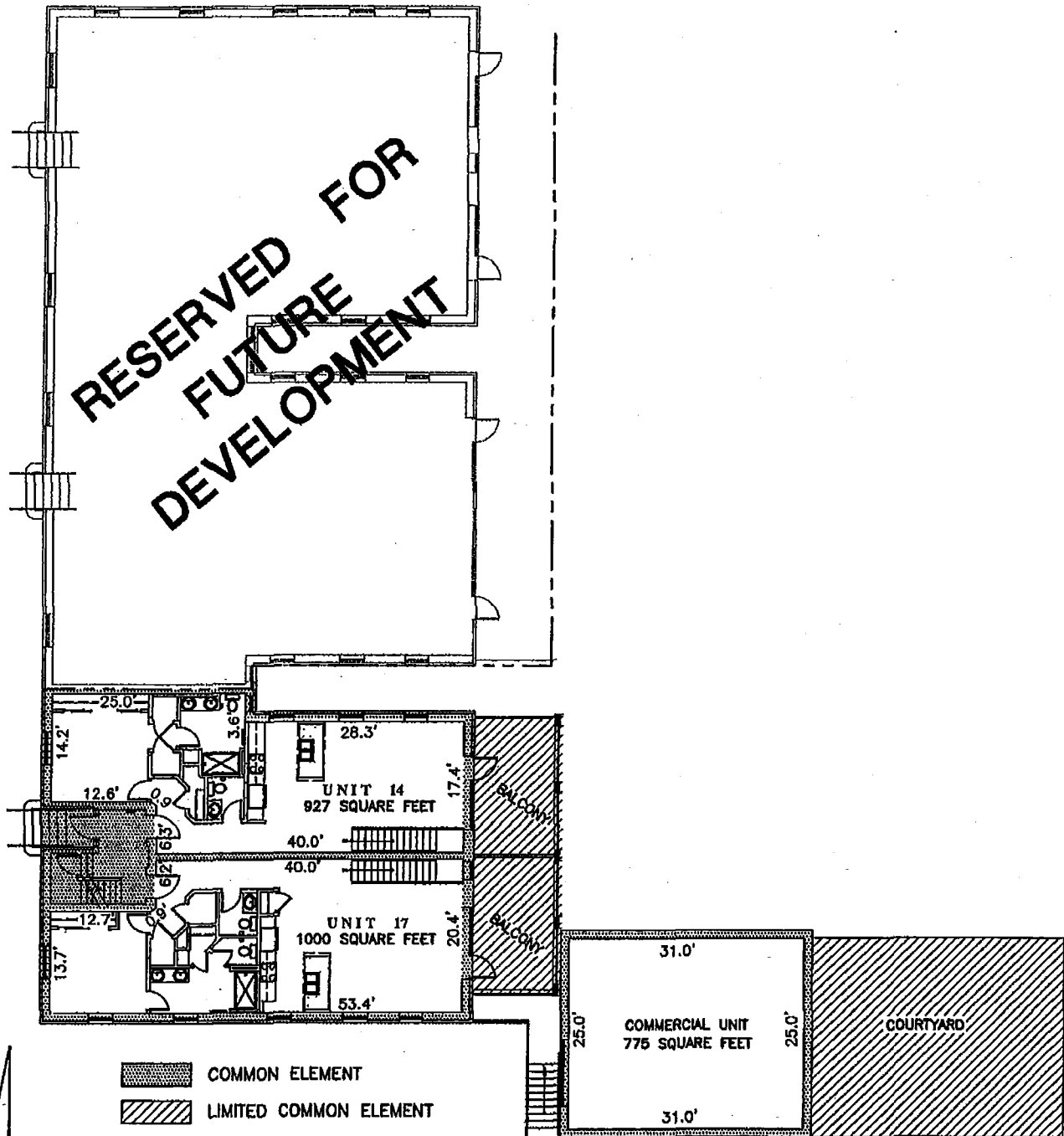
**THOMPSON, DREESSEN & DÖRNER, INC.**  
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P: 402.330.8880 F: 402.330.6866 WWW.TD2CO.COM

### BASEMENT FLOOR PLAN

TD2 NO. 1438-132-4

DATE	06/09/09
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# DUNSANY FLATS CONDOMINIUMS



## FIRST FLOOR

SHEET 3 OF 8

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SCALE:  
1" = 20'



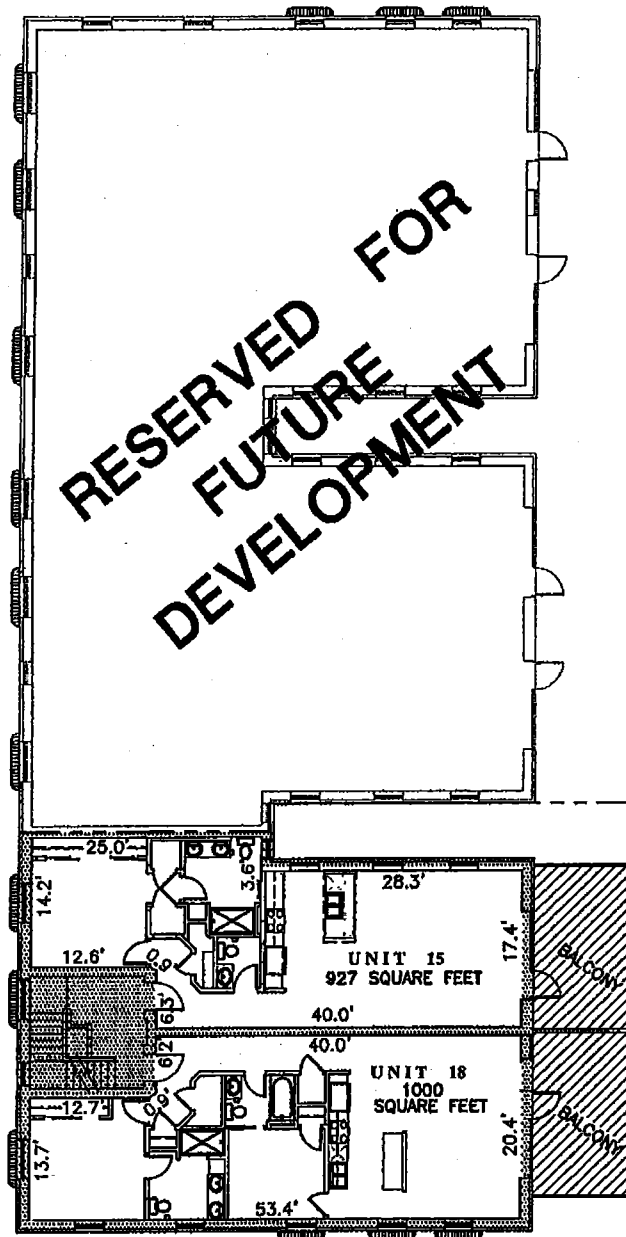
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### FIRST FLOOR PLAN

TD2 NO. 1438-132-4

DATE	06/09/09
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# DUNSANY FLATS CONDOMINIUMS



COMMON ELEMENT  
LIMITED COMMON ELEMENT

## SECOND FLOOR

SCALE:  
1" = 20'

SHEET 4 OF 8  
14381324CONDO.dwg



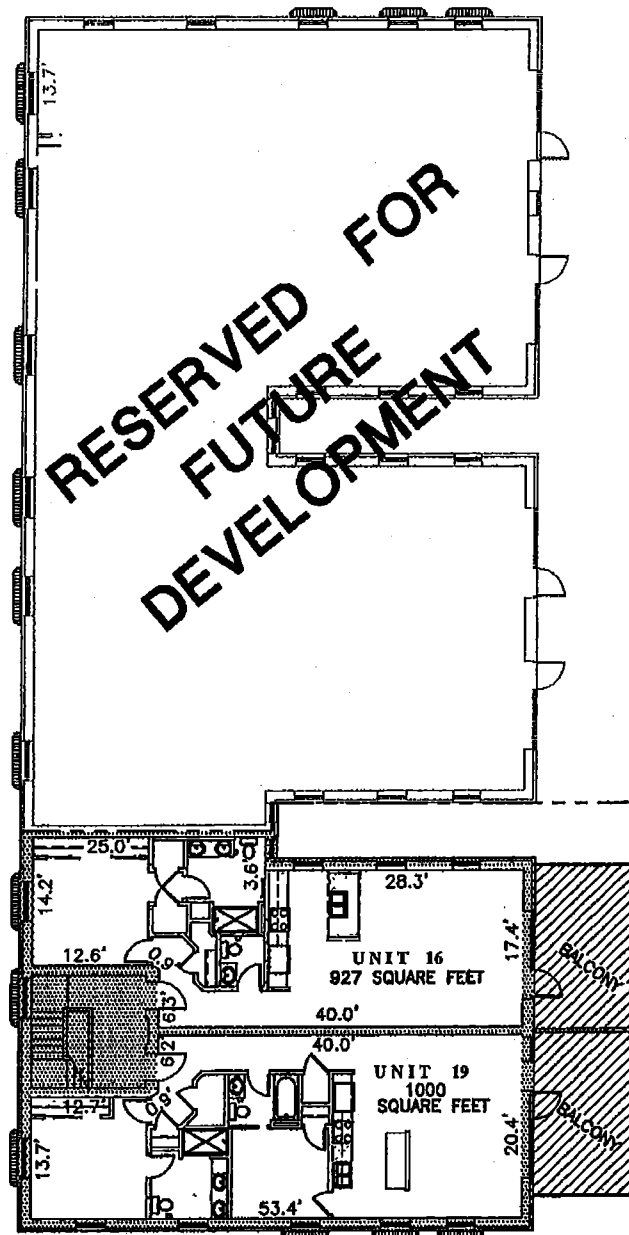
**THOMPSON, DREESSEN & DORNER, INC.**  
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### SECOND FLOOR PLAN

TD2 NO. 1438-132-4

DATE	06/09/09
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REVISION	08/19/09

# DUNSANY FLATS CONDOMINIUMS



## THIRD FLOOR



SCALE:  
1" = 20'

SHEET 5 OF 8

14381324CONDO.dwg



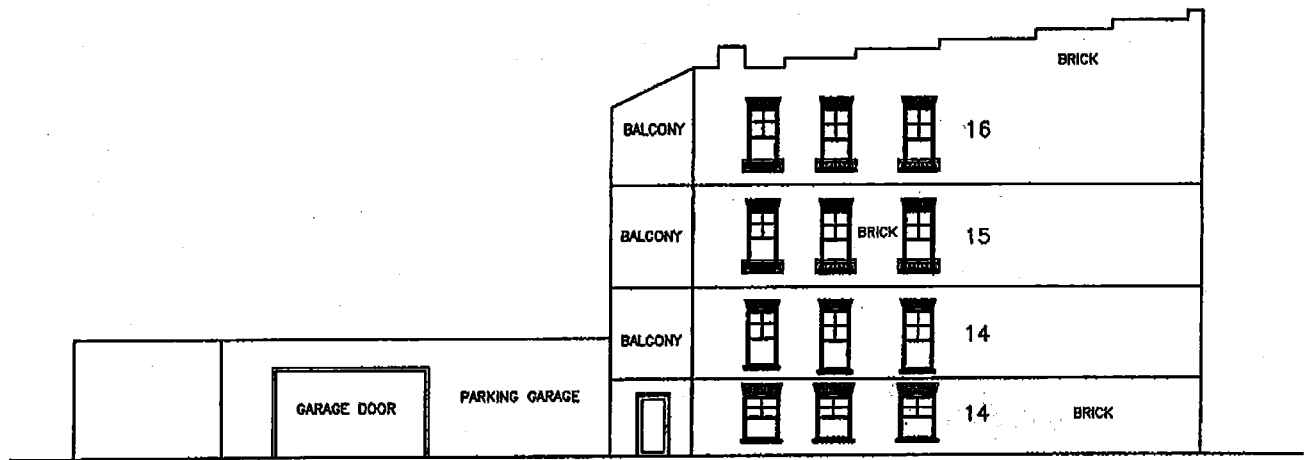
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### THIRD FLOOR PLAN

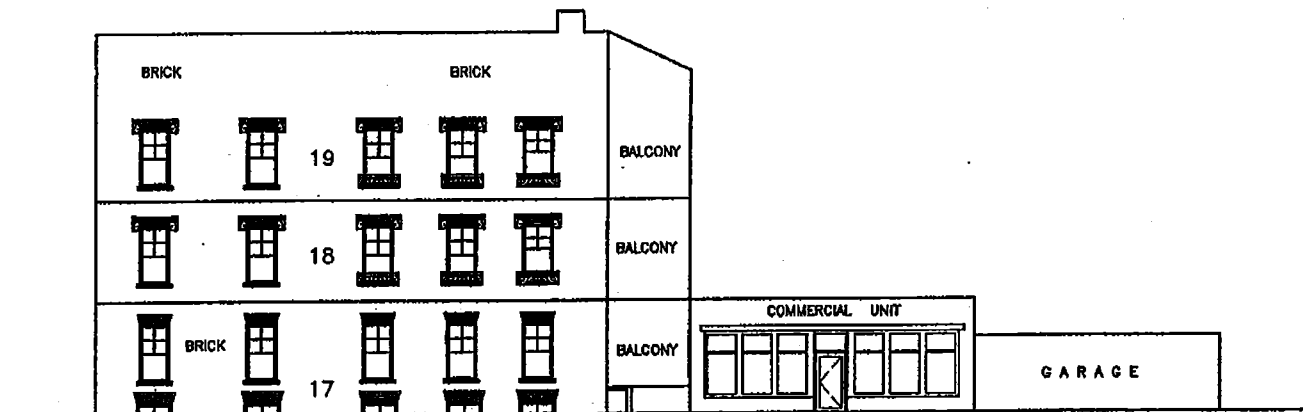
TD2 NO. 1438-132-4

DATE	06/09/09
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REVISION	08/19/09

# DUNSANY FLATS CONDOMINIUMS



## NORTH ELEVATION



## SOUTH ELEVATION



SCALE:  
1" = 20'

SHEET 6 OF 8  
14381324CONDO.dwg

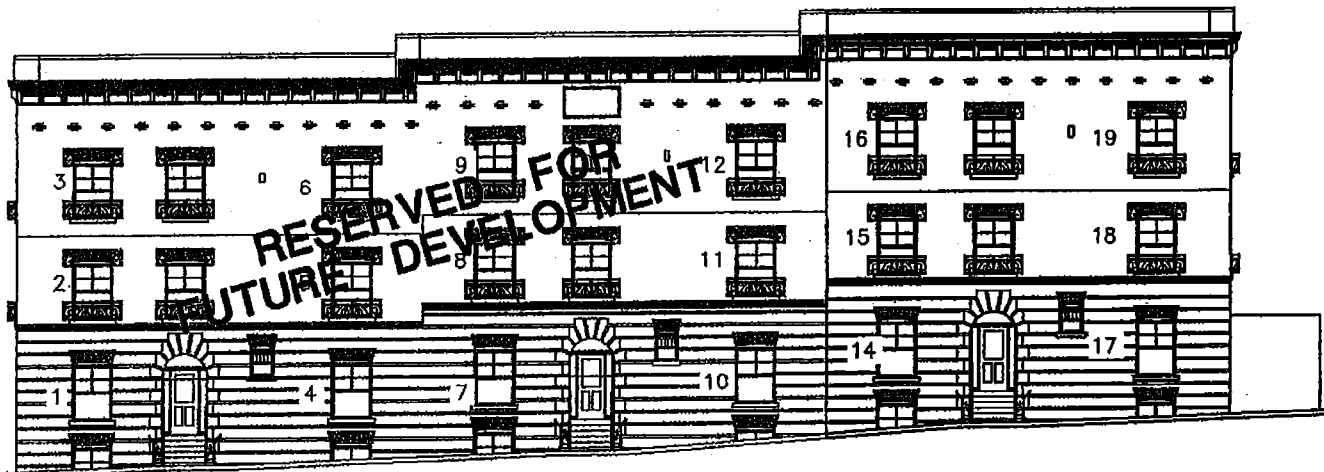
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### ELEVATIONS

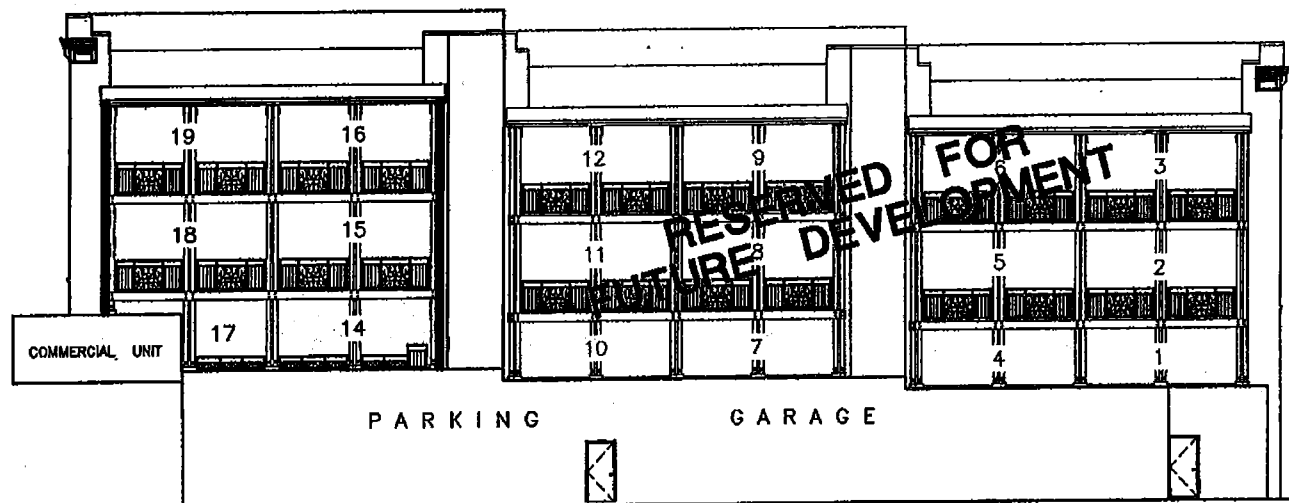
TD2 NO. 1438-132-4

DATE	06/09/09
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# DUNSANY FLATS CONDOMINIUMS



## WEST ELEVATION



## EAST ELEVATION



SCALE:  
1" = 20'

SHEET 7 OF 8

14381324CONDO.dwg



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### ELEVATIONS

TD2 NO. 1438-132-4

DATE	06/09/09
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# DUNSANY FLATS CONDOMINIUMS

UNIT #	LIVABLE SQUARE FOOTAGE	MARKETABLE SQUARE FOOTAGE	ELEVATIONS
14	1,361	1,536	BASEMENT FLOOR 95.3 FIRST FLOOR 104.3
15	927	1,053	FLOOR ELEVATION 115.2
16	927	1,053	FLOOR ELEVATION 126.1 ROOF ELEVATION 137.8 (EAST SIDE)
17	1,551	1,747	BASEMENT FLOOR 95.3 FIRST FLOOR 104.3
18	1,000	1,139	FLOOR ELEVATION 115.2
19	1,000	1,139	FLOOR ELEVATION 126.1 ROOF ELEVATION 137.8 (EAST SIDE)
COMMERCIAL UNIT	775	886	FLOOR ELEVATION 100.0 ROOF ELEVATION 109.0

## NOTES :

1. THIS DRAWING IS BASED ON MEASUREMENTS MADE DURING CONSTRUCTION AND ON CONSTRUCTION DRAWINGS.
2. THE LIVABLE SQUARE FEET SHOWN WAS CALCULATED TO THE UNIT SIDE OF THE WALLS AND DOES NOT INCLUDED BALCONIES. THE MARKETABLE SQUARE FEET SHOWN WAS SUPPLIED BY THE ARCHITECT.
3. THE STAIRS ARE INCLUDED IN THE SQUARE FOOTAGE OF UNITS 14 AND 17.

SHEET 8 OF 8

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## NOTES

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