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AMENDMENT TO
DECLARATION OF SUBMISSION TO
HORIZONTAL PROPERTY REGIME
1210-1214 HOWARD STREET, A CONDOMINIUM - AMENDED

Howard Street Condominium hereby files an amendment to the Declaration of Submission to Horizontal Property Regime 1210-1214 Howard Street, a Condominium, originally recorded November 15, 1990 in Book 1887 at Page 236, in the Register of Deeds Office of Douglas County, Nebraska as amended by the Amendment to Declaration of Submission to Horizontal Property Regime 1210-1214 Howard Street, a Condominium, recorded on February 24, 1992 in Book 997 at Page 722, Amendment of Floor Plan of Howard Street Condominium, recorded January 16, 1992 in Book 993 at Page 387 and Amendment to Floor Plan of Howard Street Condominium filed on January 23, 1992 in Book 994 at Page 142.

The property made subject to the amendments contained herein and those above-referenced amendments is as follows:

The East 44' of Lot 6 and the West 44' of Lot 7, Block 150, original City of Omaha.

The Declaration of Submission to Horizontal Regime 1210-1214 Howard Street, a Condominium shall be amended as follows:

To Item No. 6 a second paragraph shall be added to read as follows:

Any lease or rental agreement relevant to the use of any Unit must be in writing and must be subject to the requirements of this Declaration, Association Bylaws and any other rules or regulations promulgated by the Association or Board of Directors. No Unit may be leased or rented for a term less than thirty (30) days.

Item No. 13(a) (iii) shall be deleted.

Item No. 14(a) shall be amended to read as follows:

There shall be reserved in favor of the City of Omaha, Nebraska, an easement for ingress and egress as may be necessary to utilize and service water mains and water meters, sanitary sewers, and storm sewers located on, under or through Common Elements.

Item No. 17 shall be amended to read as follows:

Subject to the provisions of this Declaration, the Bylaws and the Act, each

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GEORGE J. GUSTAFSON
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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Unit Owner shall have the right to make separate mortgages for his respective Unit or Units together with his respective ownership interest in the Common Elements appurtenant thereto. No Unit Owner shall have the right or authority to make or create or cause to be made or created from the date hereof any mortgage or other lien on or affecting the Property or any part thereof, except only to the extent his own Unit or Units and his respective Percentage Interest in the Common Elements appurtenant thereto. A Unit Owner which mortgages his Unit or Units shall notify the Association of the name and address of his mortgagee or mortgagees; in the event such Unit Owner fails to promptly cure any default by him in the performance of his duties as established by this Declaration, the Bylaws or any other rule or regulation promulgated by the Association or Board, the Association shall provide written notice thereof to each mortgagee whose name and address has been provided to it by said Unit Owner.

To Item No. 22 a second paragraph shall be added to read as follows:

Assessments, as provided for in this Declaration and the Bylaws shall commence as of the date this Declaration is recorded.

Item No. 31 shall be amended to read as follows:

Except as otherwise provided in this Declaration, this Declaration and the Exhibits attached hereto may be amended or modified by resolution setting forth such amendment or modification and duly adopted by the affirmative vote of Owners holding not less than sixty-seven (67%) percent of the votes as provided for in the Bylaws, and duly acknowledged before a Notary Public. Where appropriate, amendments or modifications of this Declaration or an Exhibit attached hereto may be made in the form of an Amended or Substituted Declaration or Exhibit, as the case may be.

Item No. 33 shall be added and shall read as follows:

Declarant must transfer control of the Association to the Unit Owners no later than

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the earlier of (1) four months after seventy-five (75%) percent of the Units have been sold by Declarant and conveyed to Unit purchasers, or (2) three years after the first Unit is conveyed by Declarant to a Unit purchaser.

Item No. 34 shall be added and shall read as follows:

Any holder, insurer, or guarantor of a trust deed or mortgage on any Unit shall have the right to timely written notice of (1) any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage; (2) any sixty-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage; (3) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (4) any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders (as defined in the Bylaws). To be entitled to receive the aforesaid information, the mortgage holder, insurer or guarantor must send a written request to the Association, stating both its name and address and the Unit number or address of the Unit on which it has (or insures or guarantees) the mortgage.

IN WITNESS WHEREOF, the undersigned partnership owns at least sixty-seven (67%) percent of all of the condominium Units which are the subject of the foregoing Declaration of Submission Horizontal Property Regime, and said partnership does hereby approve and consent to the execution and recordation thereof.

DATED this 13th day of March, 1992.

HOWARD STREET PARTNERSHIP

By: Brent Spagheti
Brent Spagheti, Spagheti Works
Restaurants, Inc., Managing Partner

STATE OF NEBRASKA)
) s.
COUNTY OF DOUGLAS)

On this 13th day of March, 1992, before me, the

NOTARY PUBLIC
STATE OF CALIFORNIA
COMMISSION EXPIRES 12/31/85

undersigned, a Notary Public in and for said State of California, personally known and who being by me duly sworn came Bent Lamb, personally known and who being by me duly sworn did say that he is a partner of Howard Street Partnership, the partnership named in the foregoing instrument, and said Bent Lamb acknowledged said instrument to be of his own free act and deed and thus the free act and deed of said corporation.

Charles W. Lamb
Notary Public



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