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**AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
THE REGIS RESIDENTIAL CONDOMINIUM**

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
4/16/2004 14:36:00.84
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THIS AMENDMENT is made this 15th day of March, 2004, by and between REGIS BUILDING, L.L.C., a Nebraska limited liability company ("Declarant") and THE REGIS RESIDENTIAL CONDOMINIUM ASSOCIATION, INC., a Nebraska nonprofit corporation ("Association").

WITNESSETH:

WHEREAS, The Regis Residential Condominium (the "Regis Residential Condominium") was formed pursuant to that certain Declaration of Condominium of The Regis Residential Condominium (the "Declaration"), dated November 28, 1984 and recorded December 17, 1984 in Book 1745 at Page 533 of the Deed records in Douglas County, Nebraska;

WHEREAS, Declarant is the owner of all condominium units comprising the Regis Residential Condominium, described in Exhibit A attached hereto and incorporated by reference herein, and Declarant is the Declarant under the Declaration;

WHEREAS, Association has been incorporated to be the unit owners association responsible for the maintenance and operation of the Regis Condominium;

WHEREAS, the parties hereto desire to make certain amendments to the Declaration.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, Declarant and Association hereby agree as follows:

1. Terms. All capitalized terms used herein shall have the same meaning as ascribed to them in the Declaration. Where the terms of this Amendment may conflict with the terms of the Declaration, the terms of this Amendment shall control. In addition, the following terms, as used herein or elsewhere shall, unless other provided, be defined as follows:

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After recording, return to:
Robert Dailey
Suite 3700, 1601 Dodge Street
Omaha, NE 68102

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(a) "Act" shall mean the Nebraska Condominium Act, Neb. Rev. Stat. § 76-825, et seq.

(b) "Development Rights" shall mean any right or combination of rights reserved by Declarant to (i) add real estate to the Regis Residential Condominium; (ii) create Units, Common Elements or Limited Common Elements within the Regis Residential Condominium; (iii) subdivide Units or convert Units into Common Elements; or (iv) withdraw real estate from the Regis Residential Condominium.

(c) "Special Declarant Rights" shall mean rights reserved for the benefit of Declarant to (i) complete improvements indicated on the Plats and Plans and Additional Plats and Plans; (ii) exercise any Development Rights pursuant to Neb. Rev. Stat. § 76-847; (iii) maintain sales offices, management offices, and signs advertising the Regis Residential Condominium and models; (iv) use easements through the Common Elements for the purpose of making improvements within the Regis Residential Condominium or within real estate which may be added to the Regis Residential Condominium; (v) make the Regis Residential Condominium part of a larger condominium or a planned community; (vi) make the Regis Residential Condominium subject to a master association; or (vii) appoint or remove any officer of the Association or any master association or any Executive Board member during any Period of Declarant Control.

(d) "Period of Declarant Control" shall mean the period from the date of this Amendment through the date of transfer of "Final Control" as described in Section 11.3 of the Declaration.

2. Declarant's Rights. Declarant is the Declarant under the Declaration and as of the date of this Amendment has not yet sold any of the Units in the Regis Residential Condominium. During the Period of Declarant Control, notwithstanding any provision herein to the contrary, Declarant shall have the following rights and privileges, which are hereby reserved only to itself and to its successors and assigns and their respective agents:

(a) To exercise any Special Declarant Rights as defined herein or as provided for under the Act; and

(b) To exercise any Development Rights as defined herein or as provided for under the Act; and

(c) To erect and maintain in the Common Elements, advertising signs, sales flags or other sales devices and banners for the purpose of aiding the sale of Units in the Regis Residential Condominium, and to maintain sales and business offices in at least one Unit or in any Common Element in the Regis Residential Condominium to facilitate the completion of any improvements or Units now or hereafter constructed and to facilitate the sale of the Units; and

(d) To erect or maintain in the Common Elements any sales office facilities, either of a modular or permanent construction, in the sole discretion of Declarant, its successors, assigns or their agents, that will aid in the sale, marketing or advertising of the Units.

The consent of Unit owners within the Regis Residential Condominium shall not be required for the exercise of any of the foregoing rights, and Declarant may proceed with the exercise of such rights at its sole option and at its sole discretion. The option reserved to (i) relocate the boundaries of any Unit or Units, (ii) to add any additional Units, and (iii) to further subdivide any one or more of the Units into additional Units, Common Elements or both, shall be exercisable by Declarant, its successors and assigns, who shall have the unilateral right to reallocate percentages of undivided interest in the Common Elements, liability for payment of Common Expenses, allocation of Limited Common Elements, and allocation of votes in the Association, as to be done in accordance with the Declaration and the Act. Declarant shall exercise this option by its adoption, execution or recordation of an amendment to the Declaration by recording such certificates and plans as required by the Act. Such amendment shall be adopted by Declarant pursuant to the terms hereof without the consent of any Unit owners. From time to time, as Declarant shall file permitted amendments to the Declaration, each then owner and each person or entity thereafter becoming an owner of a Unit and its successors in title shall, upon the reallocation of such Common Elements or Limited Common Elements automatically be vested with his or her appropriate allocated interest and shall be vested with his or her appropriate undivided percentage interest in such Common Elements and Limited Common Elements.

3. Additional Property. That certain property described on Exhibit B attached hereto and incorporated by reference herein (the "Additional Property") is hereby removed from the Declaration of Condominium of the Regis Commercial Condominium, dated November 28, 1984 and recorded December 17, 1984 at Book 1745 at Page 607 of the Deed records of Douglas County, Nebraska, and is hereby included in the Regis Residential Condominium. The Additional Property is shown on the additional plats and plans ("Additional Plats and Plans") attached hereto as Exhibit C and is hereby divided into Units 21, 22, 23, 24, 25 and 26 as shown on the Additional Plats and Plans. The Additional Property includes the Limited Common Elements allocated to the Additional Property described as the heat pump/air conditioning condensing units, hot water heater and window and door sills, frames and hardware which are not part of the Units constituting the Additional Property but which are adjacent to said Units and serve only such Unit or Units. The Additional Property is hereby submitted to the provisions of the Nebraska Uniform Condominium Act, Neb. Rev. Stat. § 76-25, et seq., and is hereby included in the Regis Residential Condominium as established by the Declaration. The Units, and all the Common Elements associated therewith as shown on Exhibit C attached hereto are incorporated into the Declaration and shall be subject to all of the terms of the Declaration as if originally included therein.

The Additional Plats and Plans are in addition to, and not a substitute for, the Plats and Plans attached to the Declaration as Exhibit B; provided, however, that portion of the Additional Plats and Plans identified as the North Elevation, South Elevation, West Elevation and East Elevation shall supercede the North Elevation, South Elevation, West Elevation and East Elevation portion of the Plats and Plans attached to the Declaration.

4. Percentage Interests. Exhibit C to the Declaration, describing the Unit Numbers, Unit Types and Schedule of Percentage Interests in the Common Elements is hereby deleted and replaced with new Exhibit D attached hereby and incorporated by reference herein.

5. Controlling Provisions. This Amendment shall supercede Section 2.5(c) of the Declaration so that the Additional Property may be added to the Regis Residential Condominium.

6. Common Elements. The Common Elements of the Regis Residential Condominium include elevators No. 2 and No. 3 which are located in the building which the Regis Residential Condominium is located in.

7. Pets. With respect to keeping any pets in any Units, in addition to obtaining the prior written consent of the Association, no more than 2 pets may be kept in any Unit, and any one pet may not weight in excess of 15 pounds. All pets must have all shots and all licenses required by any federal, state or local law, rule, regulation or ordinance. No pet may be allowed to occupy any Common Element unless accompanied by its owner and only for purposes of obtaining access to that owner's Unit. The Executive Board shall make reasonable rules and regulations concerning pets in the Regis Residential Condominium. Any violation of these provisions, or any other rules and regulations regarding pets imposed by the Association may result in the removal of said pet or pets from said Unit.

8. Exceptions to Executive Board's Right of First Refusal. The following language is hereby added to the end of Section 5.10 of the Declaration:

"The options and rights of first refusal provided in Section 5.2 hereof shall not apply to any said lease, sale, or transfer of a Unit in connection with a mortgage foreclosure (or the acceptance of a deed-in-lieu of foreclosure) or with respect to any sale or transfer by the mortgage holder or other party who acquired the Unit in connection with the foreclosure or deed-in-lieu."

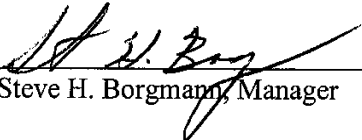
9. Working Capital Fund. The following language is hereby added to Section 8.3 of the Declaration:

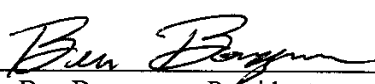
"The working capital fund may not be used to defray any of Declarant's expenses, reserve contributions, or construction costs or to make up any budget deficits while Declarant is in control of the Association, subject to refunds to the Declarant of funds that Declarant has paid into the working capital fund as otherwise provided in Section 8.3."

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

REGIS BUILDING, L.L.C., a Nebraska
limited liability company

THE REGIS RESIDENTIAL CONDOMINIUM
ASSOCIATION, INC.

By: 
Steve H. Borgmann, Manager

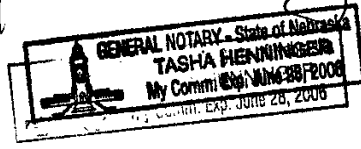
By: 
Ben Borgmann, President

STATE OF NEBRASKA)

COUNTY OF Douglas)

On this 31 day of March, 2004, before me a Notary Public in and for said county and state, personally appeared ~~Ben Bergmann~~ Steve H. Bergmann, known to me to be the identical person who subscribed his name to the foregoing as Manager of Regis Building, L.L.C., a Nebraska limited liability company, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

Tasha Hennings
Notary Public

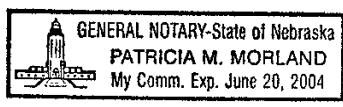


STATE OF NEBRASKA)

COUNTY OF Madison)

On this 22nd day of March, 2004, before me a Notary Public in and for said county and state, personally appeared ~~Steve H. Bergmann~~ Ben Bergmann, known to me to be the identical person who subscribed his name to the foregoing as President of The Regis Residential Condominium Association, Inc., a Nebraska nonprofit corporation, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

Patricia M. Morland
Notary Public



CONSENT OF MORTGAGEE

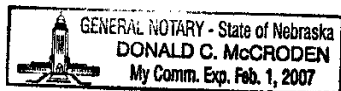
The undersigned mortgagee, as holder of the mortgage recorded against The Regis Residential Condominium and all units located therein, hereby ratifies the Amendment set forth above.

GREAT WESTERN BANK

By: Kellen Hoone
Title: Vice President

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this 16th day of April, 2004, before me a Notary Public in and for said county and state, personally appeared Kellen Hoone known to me to be the identical person who subscribed his/her name to the foregoing as Vice President of Great Western Bank, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said corporation.



Donald C. McCroden
Notary Public

EXHIBIT A

The Regis Residential Condominium

Unit Nos. 31 through 36, inclusive, 41 through 46, inclusive, 51 through 56, inclusive, 61 through 66, inclusive, 71 through 76, inclusive, 81 through 86, inclusive, 91 through 96, inclusive, and 101 through 106, inclusive, The Regis Residential Condominium, a condominium organized and existing under the laws of the State of Nebraska, pursuant to Declaration filed December 17, 1984 in Book 1745 at Page 533 of the Deed records of Douglas County, Nebraska, together with all common areas and elements, all Common Elements and all Limited Common Elements, and all appurtenant easements and all parking rights associated with The Regis Residential Condominium.

23. 32708

EXHIBIT B

The Additional Property

Unit No. 201, in The Regis Commercial Condominium, a condominium organized and existing under the laws of the State of Nebraska pursuant to Declaration filed December 17, 1984 in Book 1745 at Page 607 of the Deed records of Douglas County, Nebraska.

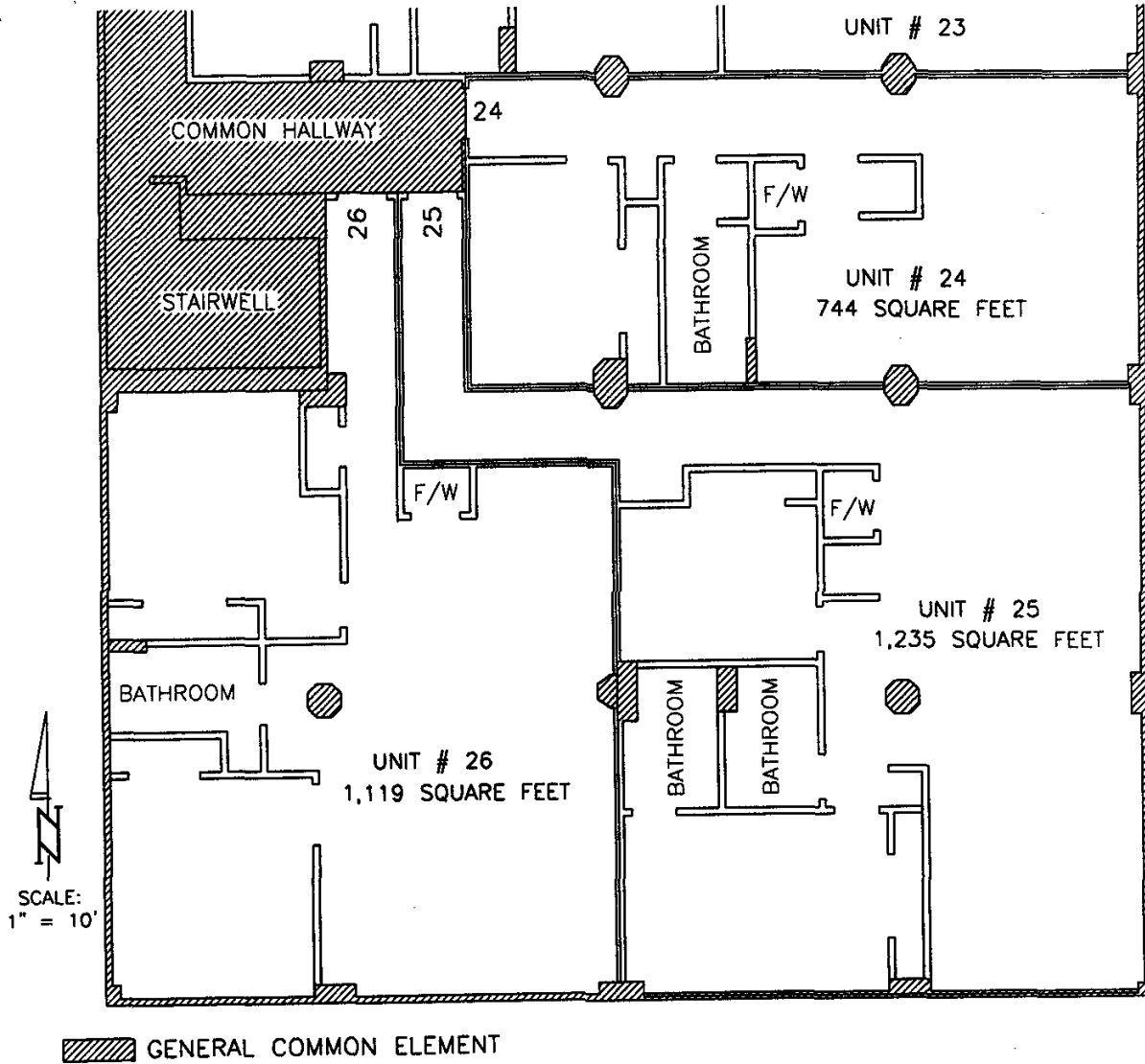
· 23-32709

EXHIBIT C

Additional Plats and Plans

See 6 pages attached hereto.

EXHIBIT C



SECOND FLOOR OF REGIS RESIDENTIAL CONDOMINIUMS

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.



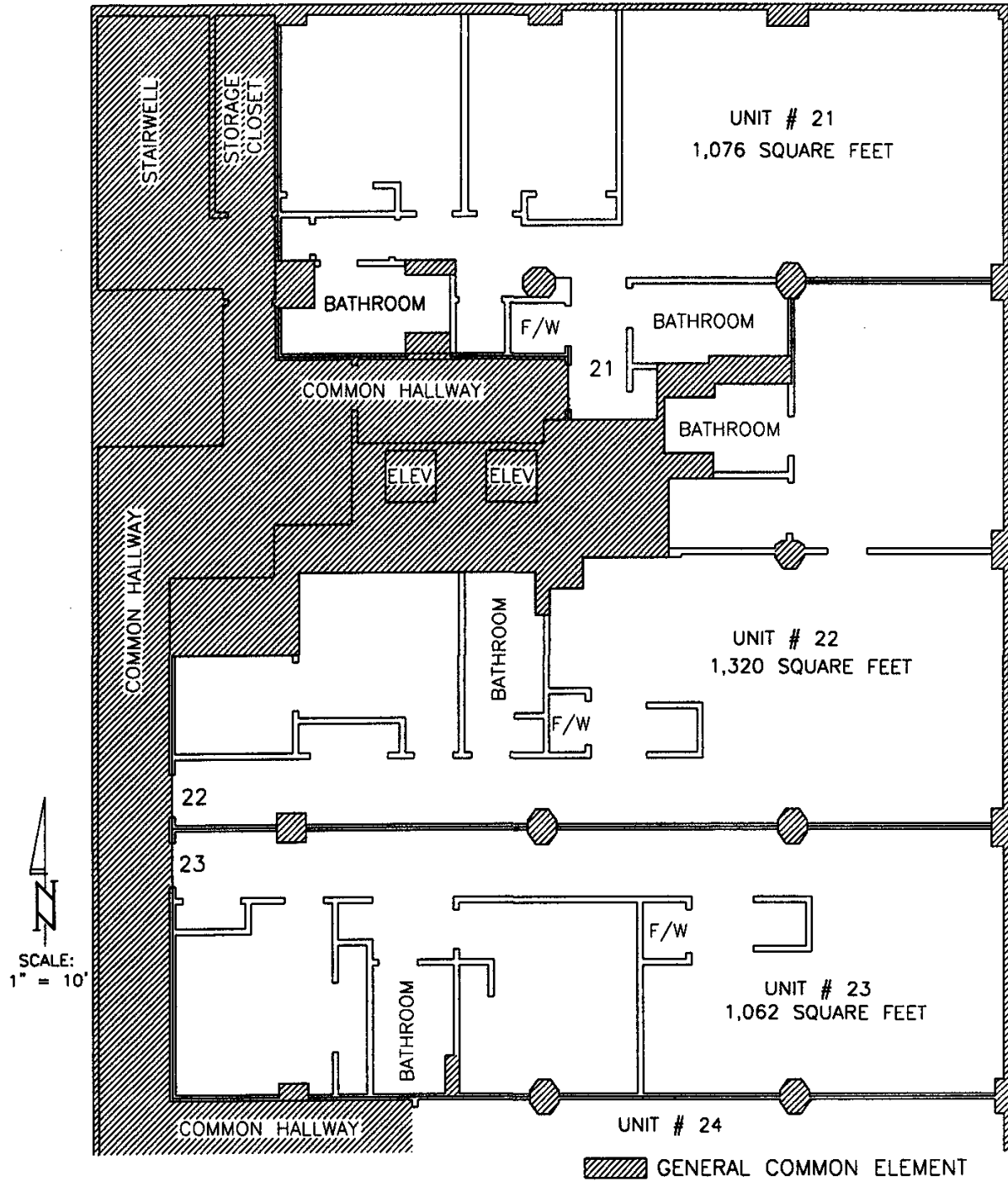
FEBRUARY 11, 2004
DAVID H. NEEF,
NEBRASKA RLS 475

SHEET 1 OF 6

TD2 FILE NO.: 200-324-18B

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT C

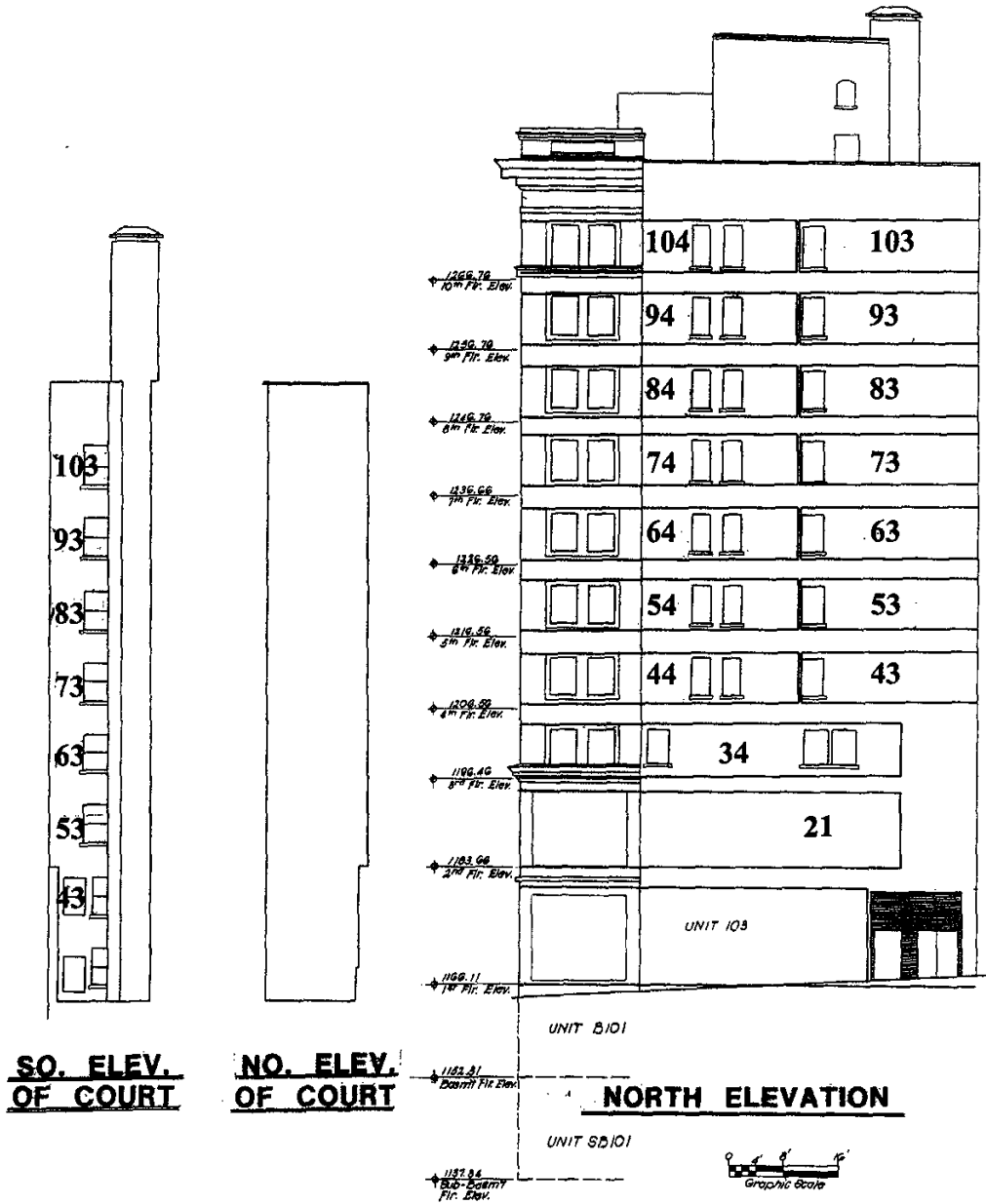


SECOND FLOOR OF REGIS RESIDENTIAL CONDOMINIUMS

SHEET 2 OF 6

TD2 FILE NO.: 200-324-18A DATE: FEBRUARY 11, 2004
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

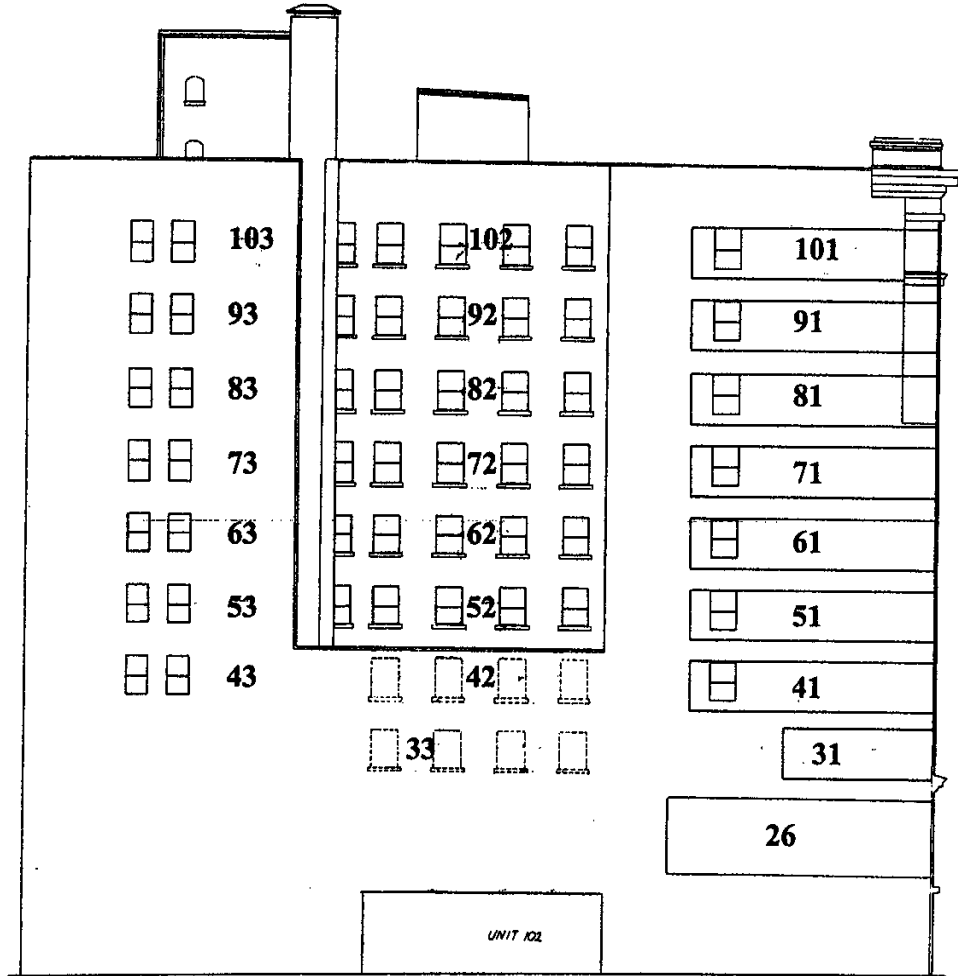
EXHIBIT C



SHEET 3 OF 6

TD2 FILE NO.: 200-324-18A DATE: FEBRUARY 11, 2004
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT C



WEST ELEVATION & WEST FACE OF COURT



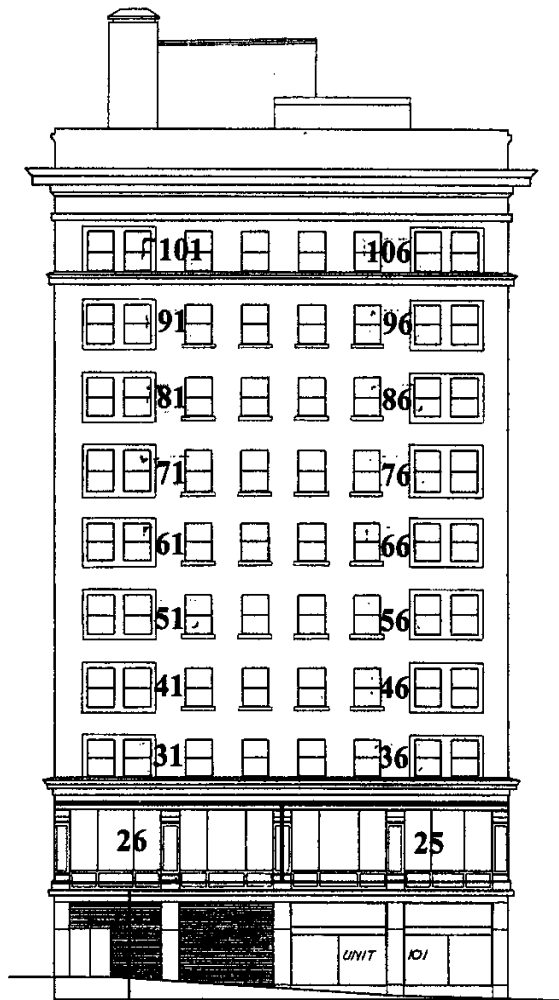
SHEET 4 OF 6

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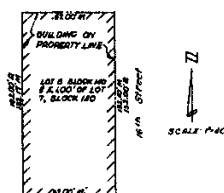
DATE: FEBRUARY 11, 2004

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT C



SOUTH ELEVATION



Harney Street

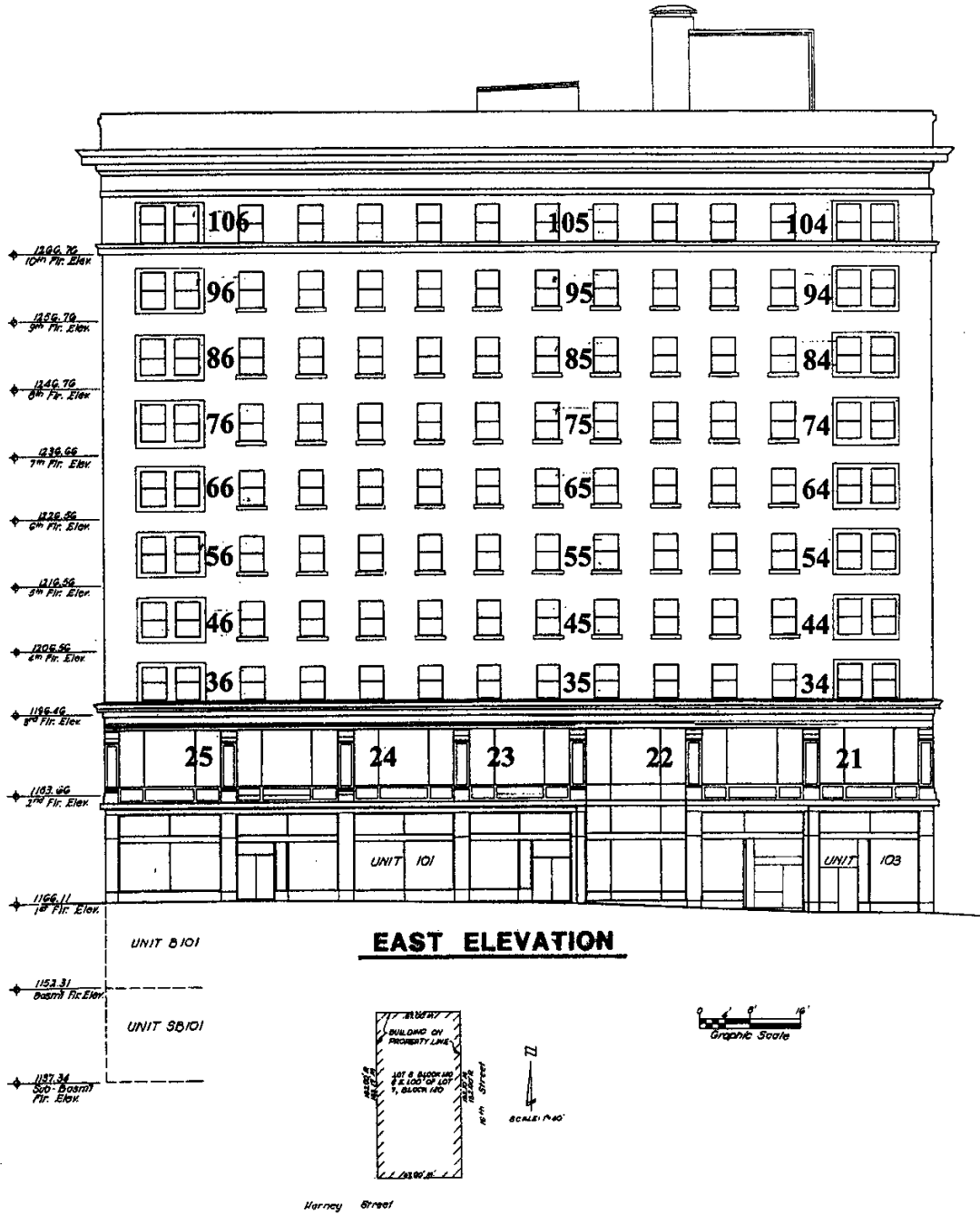
SHEET 5 OF 6

TD2 FILE NO.: 200-324-18A

DATE: FEBRUARY 11, 2004

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT C



SHEET 6 OF 6

TD2 FILE NO.: 200-324-18A

DATE: FEBRUARY 11, 2004

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT D

(Page 1 of 2)

The Regis Residential Condominium Association
Schedule of Percentage Interest

<u>Unit Number</u>	<u>Unit Type</u>	<u>Percentage Interest</u>
21	2 BR, 2 B	1.97%
22	2 BR, 2 B	2.42%
23	2 BR, 1 B	1.95%
24	1 BR, 1 B	1.36%
25	2 BR, 2 B	2.26%
26	2 BR, 1 B	2.05%
31	1 BR, 1 B	1.53%
32	STUDIO	0.99%
33	STUDIO	0.95%
34	2/3 BR, 2 B	2.30%
35	1/2 BR, 2 B	1.87%
36	2 BR, 2 B	2.28%
41	2 BR, 2 B	1.92%
42	2 BR, 2 B	1.91%
43	1 BR, 1 B	1.32%
44	1/2 BR, 2 B	1.79%
45	1/2 BR, 2 B	1.86%
46	2 BR, 2 B	2.26%
51	2 BR, 2 B	1.92%
52	2 BR, 2 B	1.92%
53	1 BR, 1 B	1.31%
54	1/2 BR, 2 B	1.80%
55	1/2 BR, 2 B	1.89%
56	2 BR, 2 B	2.28%
61	2 BR, 2 B	1.93%
62	2 BR, 2 B	1.91%
63	1 BR, 1 B	1.31%
64	1/2 BR, 2 B	1.80%
65	1/2 BR, 2 B	1.89%
66	2 BR, 2 B	2.29%
71	2 BR, 2 B	1.93%
72	2 BR, 2 B	1.90%
73	1 BR, 1 B	1.33%
74	1/2 BR, 2 B	1.80%
75	1/2 BR, 2 B	1.86%
76	2 BR, 2 B	2.29%

EXHIBIT D

(Page 2 of 2)

The Regis Residential Condominium Association
Schedule of Percentage Interest

<u>Unit Number</u>	<u>Unit Type</u>	<u>Percentage Interest</u>
81	2 BR, 2 B	1.95%
82	2 BR, 2 B	1.91%
83	1 BR, 1 B	1.35%
84	1/2 BR, 2 B	1.79%
85	1/2 BR, 2 B	1.87%
86	2 BR, 2 B	2.28%
91	2 BR, 2 B	1.96%
92	2 BR, 2 B	1.91%
93	1 BR, 1 B	1.33%
94	1/2 BR, 2 B	1.80%
95	1/2 BR, 2 B	1.87%
96	2 BR, 2 B	2.29%
101	2 BR, 2 B	1.96%
102	2 BR, 2 B	1.91%
103	1 BR, 1 B	1.42%
104	1/2 BR, 2 B	1.87%
105	1/2 BR, 2 B	1.89%
106	2 BR, 2 B	<u>2.29%</u>
		100.00%