



DEED 2006114433



OCT 04 2006 14:56 P 82

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/4/2006 14:56:39.64



2006114433

**DECLARATION AND MASTER DEED
OF RIVERFRONT PLACE CONDOMINIUM
PROPERTY REGIME**

BY RIVERFRONT PARTNERS, LLC

Deed 82
58

FEE 439.00 OC-33028 *old*
BKP _____ C/O _____ COMP _____
DEL _____ SCAN _____ FV _____

Prepared by:
Fullenkamp, Doyle, & Jobeun
c/o Larry A. Jobeun
11440 West Center Road
Omaha, Nebraska 68144
(402) 334-0700

Bq 29 c

TABLE OF CONTENTS

DECLARATION AND MASTER DEED RIVERFRONT PLACE CONDOMINIUM PROPERTY REGIME

Article I	DEFINITIONS	2
1.1	“Act”	2
1.2	“Additional Property”	2
1.3	“Allocated Interests”	2
1.4	“Articles of Incorporation”	3
1.5	“Association”	3
1.6	“Associations Board of Directors, Board of Directors or Board”	3
1.7	“Building”	3
1.8	“By-Laws”	3
1.9	“City”	3
1.10	“Common Elements”	3
1.11	“Common Expenses”	3
1.12	“Common Expense Liability”	3
1.13	“Condominium, Condominium Regime or Condominium Project”	3
1.14	“Condominium Plans or Plans”	3
1.15	“Declarant”	3
1.16	“Declaration”	4
1.17	“Development Rights”	4
1.18	“Dispose or Disposition”	4
1.19	“Eligible Mortgage Holder”	4
1.20	“Identifying Number”	4
1.21	“Improvements”	4
1.22	“Limited Common Element or Limited Common Area”	4
1.23	“Managing Agent”	4
1.24	“Master Declaration”	4
1.25	“Parking Spaces”	5
1.26	“Period of Declarant Control”	5
1.27	“Person”	5
1.28	“Phase 1 Property”	5
1.29	“Purchaser”	5
1.30	“Qualified Lender”	5
1.31	“Riverfront Place Master Association”	6
1.32	“Special Declarant Rights”	6

1.33	“Super-Majority Vote”	6
1.34	“Unit”	6
1.35	“Unit Owner or Owner”	6
Article II	CONDOMINIUM UNITS	6
2.1	The Units.....	6
2.2	Description of Units.....	7
Article III	COMMON ELEMENTS	8
3.1	Common Elements.....	8
3.2	Undivided Interest in Common Elements.....	8
3.3	Allocated Share of Common Elements.....	9
Article IV	COVENANTS	9
4.1	No Partition of Common Elements.....	9
4.2	No Severance of Ownership	9
Article V	EASEMENTS AND LIMITED COMMON ELEMENTS	9
5.1	Encroachments.....	9
5.2	Limited Common Elements	10
5.3	Parking Spaces	10
5.4	Easement to Unit Owners	10
5.5	Landscape Maintenance Easements.....	10
5.6	Utility Easements	11
5.7	Easements in Gross	12
5.8	Granting of Easements	12
5.9	Easements in Units.....	12
5.10	Sales Office.....	12
5.11	Easement for Improvements	12
5.12	Effect of Easements	12
5.13	Restoration of the Condominium.....	13
Article VI	RESTRICTIONS	13
6.1	Permitted Uses - Units	13
6.2	Prohibited Uses - All Units, Common Elements and Limited Common Elements	13
6.3	Security and Frozen Pipes.....	14
6.4	Unsightly Appearances	14
6.5	Acts Affecting Insurance.....	15

6.6	Trash Containers and Collection.....	15
6.7	Machinery and Equipment.....	15
6.8	Leasing of Units.....	15
6.9	Lawful Use.....	16
6.10	Nuisances and Offensive Activity.....	16
6.11	Enforcement.....	16
6.12	Redevelopment Agreement.....	17
6.13	Mixed Use Development Agreement.....	18
6.14	Master Declaration.....	19
Article VII	MAINTENANCE	19
7.1	Maintenance of Condominium Units and Limited Common Elements	19
Article VIII	ASSOCIATION AND BY-LAWS, ASSESSMENTS	21
8.1	General Information.....	21
8.2	Meetings and Voting.....	21
8.3	Directors.....	21
8.4	Director=s Meeting.....	22
8.5	Powers and Duties of the Board of Directors	22
8.6	Officers	22
8.7	Assessments	22
8.8	Owner=s Personal Obligation for Payment of Expenses	24
8.9	Association Lien for Non-Payment of Common Expenses	24
8.10	Ascertainment of Unpaid Common Expenses	25
Article IX	INSURANCE - DAMAGE, DESTRUCTION AND RECONSTRUCTION.....	26
9.1	Scope of Coverage	26
9.2	Certificate of Insurance.....	28
9.3	Payment of Premiums	28
9.4	Insurance Obtained by Owners	29
9.5	Payment of Insurance Proceeds.....	29
9.6	Use of Insurance Proceeds	29
9.7	Procedure where Insurance Proceeds are Insufficient	29
9.8	Insurance Deductibles	30

Article X	MORTGAGES.....	30
10.1	Requirements	30
10.2	Qualified Lenders.....	31
10.3	Rights of Qualified Lenders	31
Article XI	MISCELLANEOUS PROVISIONS	32
11.1	Effective Covenants	32
11.2	Waiver.....	32
11.3	Savings Clause	33
11.4	Controlling Instrument.....	33
Article XII	AMENDMENT AND TERMINATION	33
12.1	Amendments; Modifications and Terminations.....	33
12.2	Approval of Mortgagees	35
12.3	Amendments by Declarant Only	35
Article XIII	DECLARANT RIGHTS	35
13.1	Development Activities	35
13.2	Permanent Access and Utility Easement.....	37

LIST OF EXHIBITS

Exhibit “A”	Legal Description of the Property
Exhibit “B”	Condominium Plan and Drawings
Exhibit “C-1”	Allocation of Undivided Interest
Exhibit “C-2”	Allocation of Undivided Interest - Tower Only

**DECLARATION AND MASTER DEED
OF RIVERFRONT PLACE
CONDOMINIUM PROPERTY REGIME**

This Declaration and Master Deed of Riverfront Place Condominium Property Regime is made and entered into this 4th day of October, 2006, by Riverfront Partners, LLC, a Nebraska limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the sole owner of the fee simple title to certain real property located in Omaha, Douglas County, Nebraska, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Real Estate").

WHEREAS, pursuant to the terms of the Nebraska Condominium Act (hereinafter referred to as the "Act"), Declarant, being the sole owner of the fee simple title to that portion of the Real Estate legally described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Phase I Property" or "Property"), does hereby subject the Property to the condominium form of ownership as "RIVERFRONT PLACE CONDOMINIUM ASSOCIATION, INC.," as provided for in the Act and in this Declaration and Master Deed of Riverfront Place Condominium Property Regime (hereinafter referred to as the "Declaration").

WHEREAS, the Real Estate is part of a planned development known as Riverfront Place, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. The Real Estate shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of the Master Declaration (as defined in Section 1.24, below). The Riverfront Place Condominium Association, Inc. shall automatically become a member of the Master Association upon the first conveyance of any Condominium Unit constructed on the Property.

WHEREAS, by virtue of the recording of this Declaration, the Property shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration and the Act and every grantee of any interest in said Real Estate, by acceptance of a deed or other conveyance of such interest, and every Owner of any portion of the Property, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of the Act and this Declaration and shall be deemed to have consented to the terms hereof.

WHEREAS, in addition to the formation of this Condominium, to be comprised of the Property aforementioned, Declarant, hereby further reserves unto itself and its successors and assigns acting as Declarant, Special Declarant Rights, as defined in the Act, to include by way of example and not limitation, the right to exercise Development Rights, as defined in the Act, including the right and option, but not the obligation, in its own discretion and by its own act, to (i) relocate the boundaries of any Unit or Units, (ii) further subdivide any one or more of the Units into additional

Units, Common Elements or Limited Common Elements, and (iii) to add real estate to the Condominium such as to include all or any portion of the Additional Property (as defined in Section 1.2, below), the "Additional Property", all as further provided in Article XIII of this Declaration and pursuant to the terms of the Act. This Declaration shall not apply to or otherwise encumber any or all of the Additional Property until such time as this option and right of Declarant is exercised pursuant to the terms of this Declaration.

WHEREAS, in furtherance of the plan of condominium ownership and for the purposes and intents thereof, Declarant, as the sole owner of the Property hereby submitted to the Act and this Declaration, together with all Improvements constructed or to be constructed thereon, hereby makes this Declaration which shall apply to, govern, control and regulate the sale, resale, or other disposition, acquisition, ownership, use and enjoyment of the Property and the Improvements located or to be located thereon, and does hereby specify, agree, designate and direct that this Declaration and all of its provisions shall be and are covenants to run with the Property herein described and shall be binding on the present owner of the Property and all its successors and assigns and all subsequent owners of the Property and Improvements constructed or to be constructed thereon, together with their grantees successors, heirs, executors, administrators, devisees and assigns.

NOW, THEREFORE, Declarant, as the owner of the Property located in Douglas County, Nebraska, for the purposes above set forth, does hereby declare the Property and all Improvements and facilities constructed or to be constructed thereon to be a condominium property regime hereunder known as the Riverfront Place Condominium Property Regime, under the Act and in furtherance thereof declares and provides:

ARTICLE I – DEFINITIONS

The following terms, as used herein or elsewhere in any of the Condominium documents relating to the Riverfront Place Condominium Property Regime, unless otherwise provided, are defined as follows:

1.1 Act means the Nebraska Condominium Act (Neb. Rev. Stat. §§ 76-825, et. Seq.), as such Act may be amended. The Act is incorporated herein by reference.

1.2 Additional Property means Lot 4, Riverfront Place (Phase 2) and Lot 5, Riverfront Place (Phase 3) as shown on the Plans, which may be added to the Condominium Property Regime in accordance with the provisions of Article XIII of this Declaration and the exercise of Special Declarant Rights, including the Development Rights reserved by Declarant to add the real estate to the Condominium Regime. The Additional Property may be referred to on the Condominium Plans as the Reserved Property (Phase 2 and Phase 3).

1.3 Allocated Interests means the undivided interest in the Common Elements and Common Expense Liability allocated to each Unit.

1.4 Articles of Incorporation means the Articles of Incorporation of the Association as the same now exist or may be hereafter amended.

1.5 Association means Riverfront Place Condominium Association, Inc.

1.6 Association's Board of Directors, Board of Directors or Board means the Board of Directors of the Association, the members of which shall be elected from time to time as provided in this Declaration, By-Laws and the Articles of Incorporation and shall be elected pursuant to the terms of the Act. The Board of Directors shall be the governing body of the Association and may sometimes herein be referred to as the Board or the Executive Board.

1.7 Building means any structure on Phase 1 Property in which one or more Condominium Units are located. The Building is more particularly described and identified on the Condominium Plans (as defined below). Building shall also include any additional structure or structures containing one or more Condominium Units which may be subjected to the Act and this Declaration by a Supplemental Declaration as herein provided, and will be identified in the Supplemental Declaration and on the plans that will be filed therewith.

1.8 By-Laws means the duly adopted By-Laws of the Association as may be amended from time to time.

1.9 City means the City of Omaha, Nebraska.

1.10 Common Elements means all portions of the Condominium other than the Units.

1.11 Common Expenses means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

1.12 Common Expense Liability means the liability for Common Expenses allocated to each Unit pursuant to the terms of this Declaration and the Act.

1.13 Condominium, Condominium Regime or Condominium Project means the Phase 1 Property described in Exhibit "A" attached hereto and incorporated herein by this reference, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions.

1.14 Condominium Plan or Plans means the drawings set forth on Exhibit "B" attached hereto that were prepared by a registered architect or engineer that contains the information required by the provisions of the Act.

1.15 Declarant means Riverfront Partners, LLC, and its successors and assigns in interest who succeed to any Special Declarant Rights inclusive of the Developments Rights.

1.16 Declaration means this Declaration and Master Deed of Riverfront Place Condominium Property Regime, as such may be amended from time to time.

1.17 Development Rights means any right, or combination of rights, reserved by the Declarant in this Declaration to annex the Additional Property into the Condominium Regime, to create additional units, common elements or limited common elements within the Additional Property, to subdivide Units or convert Units into additional Units, Common Elements or Limited Common Elements; to relocate the boundaries of any Unit within the Condominium Regime, including the rights reserved to Declarant as set forth in Article XIII, below and pursuant to the Act.

1.18 Dispose or Disposition means a voluntary transfer to a Purchaser of any legal or equitable interest in a Unit, but does not include the transfer or release of a security interest.

1.19 Eligible Mortgage Holder means any first mortgage instrument recorded or filed in the office of the Register of Deeds of Douglas County, Nebraska, encumbering a Unit or any portion thereof as security for the performance of an obligation given in good faith and for valuable consideration which is not a fraudulent conveyance under Nebraska law, but does not mean any instrument creating or evidencing solely a security interest arising under the Uniform Commercial Code or an encumbrance affecting any leasehold interest in a Unit (such as leasehold mortgage).

1.20 Identifying Number means a symbol or address which identifies only one Unit and any corresponding Limited Common Element in the Condominium Project.

1.21 Improvements shall mean all Buildings, structures, underground installations, slope and grade alterations, lighting, elevators, walkways, gutters, storm drains, drainageways, utilities, driveways, screening walls, walls, exterior doors, windows, window boxes, awnings, stairs, stairwells, decks, patios, balconies, plantings, planted trees and shrubs, sidewalks, poles, flags, signs, storage or display areas, loading areas, docks, fountains, water features, facilities and all other structures or improvements of every type and kind located on the Property.

1.22 Limited Common Element or Limited Common Area means a portion of the Common Elements allocated by this Declaration, the Condominium Plans or by the Act for the exclusive use of one or more but fewer than all of the Units.

1.23 Managing Agent means the Person, company, or other legal entity who undertakes the duties, responsibilities and obligations of the management of the Association and the Condominium. Managing Agent may be employed or terminated by a vote of the Board of Directors, subject to any outstanding contract rights as might exist.

1.24. Master Declaration. The Master Declaration of Covenants, Easements, Conditions and Restrictions of Riverfront Place Master Association recorded October 4, 2006, as Instrument Number 200614432, in the office of the Register of Deeds, Douglas County, Nebraska, as it may be amended from time to time.

1.25 Parking Space means any parking space located in the parking facility of the Condominium Project as shown on the Plans, and each individual parking space is formed by the following planes: (i) the bottom of each parking space is an imaginary horizontal plane through the lowest point of the exterior surface of each portion of sub-floor within the parking space, and extending in every direction to the point where it closes with a side of such parking space, (ii) the top of each parking space is an imaginary plane along and coincident with the unfinished and unexposed surface which forms the uppermost ceiling of the parking space and extending in every direction to the point where it closes with every side of such parking space, and (iii) the sides of each parking space are imaginary vertical planes along and coincident with the perimeter boundary lines of such parking space as shown on the Plans (the sides of each parking space are bounded by the bottom and top of the parking space).

1.26 Period of Declarant Control shall commence with the recording of this Declaration and shall continue until the earlier of: (i) four (4) months after the date by which seventy-five (75%) percent of the Units in each phase of the project have been conveyed to Unit Purchasers, (ii) two (2) years after the date the Declarant has ceased to offer Units for sale in the ordinary course of its business, or (iii) until all Phases of Condominium Property Regime have been completed, but in no event later than eight (8) years after the date the first Unit is conveyed to a Purchaser.

1.27 Person means a natural person, corporation, partnership, limited liability company, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity; provided, however, that for a land trust, "Person" means the beneficiary of the trust rather than the trustee of the trust.

1.28 Phase 1 Property means the Property described on Exhibit "A" attached hereto, together with all Improvements thereon which Property and Improvements are submitted to the Act by this Declaration. The Phase 1 Property is sometimes referred to as the "Property" which term expressly excludes the Additional Property until and in the event such Additional Property or portions thereof are submitted to this Declaration in accordance with the terms hereof, at which time those portions of the Additional Property submitted thereto shall be deemed to be a part of the "Property".

1.29 Purchaser means any Person other than a Declarant or a Person in the business of selling Real Estate for his own account, who by a voluntary transfer acquires a legal or equitable interest in a Unit, other than (a) a leasehold interest, including renewal options of less than twenty (20) years, or (b) as security for an obligation.

1.30 Qualified Lender means an Eligible Mortgage Holder or an insurer or governmental guarantor of an Eligible Mortgage Holder, provided that any such insurer or governmental guarantor has given notice to the Board, in writing, of the existence of such status.

1.31 Riverfront Place Master Association. The Master Association organized and established to own, maintain, manage and operate the Common Areas and Common Facilities of that mixed-use development known as Riverfront Place, of which this Development is a part, pursuant to the Master Declaration referred to in Section 1.24 above.

1.32 Special Declarant Rights means rights reserved for the benefit of the Declarant to complete Improvements indicated on the Plans filed with the Declaration; to exercise any Development Rights; to maintain sales offices, management offices, advertising signs for the Condominium Project and models; to use easements through the Common Elements (including the Limited Common Elements) for the purpose of making Improvements within the Condominium Project; to create or add additional units, common elements or limited common elements in the Additional Property (Phase 2 and Phase 3); to relocate the boundaries between any of the Unit or Units; to subdivide any Unit or Units; or to appoint or remove any officer of the Association, or any member of the Board of Directors during the Period of Declarant Control.

1.33 Super-Majority Vote shall mean sixty-seven (67%) percent or more of the votes entitled to be cast by the members of the Association at any regular or special meeting of the Association called for that purpose.

1.34 Unit means a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Article II, below, in the Plans and pursuant to the Act.

1.35 Unit Owner or Owner shall mean the fee simple interest Owner of any Unit or Units, including, without limitation, one who is buying a Unit or Units under a recorded contract, but excluding Mortgagees and others who hold such title merely as security. Owner shall not include a Lessee of a Unit or Units.

ARTICLE II - CONDOMINIUM UNITS

2.1 The Units. All Condominium Units located on the Phase 1 Property shall be legally described as shown on the Condominium Plans. The Phase 1 Property shall consist of one Building containing fifty-seven (57) Units. Each Unit includes an Allocated Interest that is appurtenant thereto. The Units are further identified on the Plans recorded pursuant to the terms of this Declaration and the Act. Each Unit's appurtenant percentage of undivided interest in the Common Elements shall be allocated as set forth in Exhibit "C-1" attached hereto and incorporated herein by this reference. The calculation of this allocation, shall be originally calculated by the Declarant based upon a fraction, the numerator of which is the total square footage of the Unit, and the denominator of which is the total square footage of all of the Units within the Condominium Regime; provided, however, the Declarant shall calculate any reallocation of the percentage interests upon the relocation of the boundaries of any Units, the conversion of Units into Common Elements or Limited Common Elements or the conversion of Common Elements or Limited Common Elements into Units. For purposes of voting, each Unit is allowed one (1) vote, regardless of the

number of Persons having an interest in such Unit. The Common Expense Liability shall be based on the operation and maintenance costs for these Common Elements and the amount of the assessment will change on a yearly basis according to these costs. Each Unit and any corresponding Limited Common Element may be described by its Identifying Number or symbol as shown on the Plans and as set forth in this Declaration and shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber or otherwise affect the Unit Owner's corresponding Allocated Interests even though the same is not expressly mentioned or described therein. Ownership of each Unit and the Unit Owner's corresponding share in the Common Elements shall not be separated. Other than the Declarant, no Unit Owner may relocate the boundaries of any Unit or further subdivide or combine any one or more the Units.

2.2 Description of Units. The Units and their dimensions are depicted on the Plans referred to hereinabove which Plans are incorporated herein by this reference. Except as otherwise provided herein, and as otherwise set forth in Article III, which describes the Common Elements, each Unit includes that part of the structure which lies within the following boundaries:

(a) Appurtenances. Each Condominium Unit shall consist of all space within the boundaries thereof, as hereinafter defined, and all portions of the Building situated within such boundaries, including but not limited to all fixtures, facilities, utilities, equipment, appliances, and structural components designed and intended solely and exclusively for the enjoyment, use and benefit of the Condominium Unit wherein the same are located, or to which they are attached, but excluding therefrom those structural components that are designed or intended for the use, benefit, support, safety or enjoyment of any other Condominium Unit or which may be necessary for the safety, support, maintenance, use, and operation of any of the Buildings or which are normally designed for common use; provided, however, that all fixtures, equipment, appliances, and cabinets designed or intended for the exclusive enjoyment, use and benefit of a Condominium Unit shall constitute a part of such Condominium Unit, whether or not the same are located within or partly within the boundaries of such Condominium Unit. Also, the interior sides and surfaces of all doors and windows in the perimeter walls of a Condominium Unit, whether or not located within or partly within the boundaries of a Condominium Unit, and all interior walls and all of the floors and ceilings within the boundaries of a Condominium Unit, are considered part of the Condominium Unit.

(b) Boundaries. The boundaries of each Condominium Unit shall be as shown on the Plans without regard to the existing construction measured between the interior unfinished surface of the floors, roofs and perimeter walls of each Condominium Unit. In the event any horizontal or vertical or other boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or roof surface of the Condominium Unit because of inexactness of construction, settling after construction, or for any other reason, the boundary lines of each Condominium Unit shall be deemed to be and treated for purposes of ownership, occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent appurtenant easements for exclusive use shall exist in favor of the Owner of each Condominium Unit in and to such space lying outside of the actual boundary lines

of the Condominium Unit, but within the appropriate wall, floor or roof surfaces of the Condominium Unit.

ARTICLE III - COMMON ELEMENTS

3.1 Common Elements The Common Elements of the Condominium are as follows:

(a) The Phase 1 Property upon which the Building containing the Condominium Units are located, and such structures themselves, including the foundations, parking structure, exterior walls, roofs, gutters, downspouts, chutes, chases, flues, ducts, wires, conduits, bearing walls, bearing columns, fire suppression and detection systems, whether situated partially within or outside the boundaries of any Unit, including without limitation all piping, fittings, valves and sprinkler heads, or any other fixtures which lie partially within and partially outside of the designated boundaries of a Unit and which serve more than one Unit and are not otherwise assigned or allocated to any one or more Units as a Limited Common Element.

(b) Except as may be shown on the Plans, the Common Elements shall include, without limitation, each and every stairway, elevator, service or utility area and facilities now or hereafter erected, constructed or installed on or in Phase 1 Property and any adjacent public right-of-ways that the Association is responsible for maintaining, including without limiting the generality of the foregoing, trees, shrubs, lawns, decorative urns and planters, pavements, sidewalks, storm and water systems, sewage lines, and all utility installations, and pipes, wire and conduits and connections for television, electricity, light, water and plumbing and other utilities, except those items that are exclusively within or for the benefit of a particular Condominium Unit and not used to service any Unit other than that particular Condominium Unit.

(c) All other appurtenances not herein specifically designated which are not enclosed within the boundaries of a Condominium Unit as is hereinabove delineated in Article II of this Declaration.

3.2 Undivided Interest in Common Elements. The Owner of each Unit shall own an undivided interest in the Common Elements as a tenant (or tenants) in common with all the other Unit Owners, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for the purposes incidental to the use and occupancy of said Unit, and such other incidental uses as may be permitted by this Declaration, which right shall be appurtenant to and run with such Person's or Persons' Unit. The extent and amount of percentage of such ownership shall be expressed by a percentage amount, the particular percentage amount, also sometimes referred to herein as "share", appertaining to each Unit being set forth in Exhibit "C-1" attached hereto and made a part hereof. The percentage interest appurtenant to the Unit may change in the event any Unit is converted to a Common Element, any Common Element is converted to a Unit or the boundaries of any Unit are relocated as authorized by the Act and this Declaration.

3.3 Allocated Share of Common Elements. The percentage interest or share allocated to each Unit shall be determined as set forth in Article II, above. In the event any portion of the Additional Property is added to the Condominium, then the percentage interest or share so allocated, being the Unit's undivided interest in the Common Elements appertaining to such Unit, shall be allocated and reallocated, respectively, in the same manner as the allocation of undivided interests was done for Units previously existing in the Condominium, to wit, each Unit in the Condominium shall be allocated a percentage interest, being an undivided interest in the Common Elements, determined by the method set forth in Article II hereinabove. Common Elements shall be deemed to include both Common Elements and Limited Common Elements, unless otherwise herein expressed. Each Owner, by acceptance of the deed to a Unit, expressly agrees to the allocation and reallocation of the percentage interest set forth hereinabove or by exercise of any other Special Declaration Right. Allocations and reallocations of the percentage interest may be subject to minor variations attributable to rounding off. The respective percentage interest shall be computed to five significant figures so the sum of the percentage interests of all Units equals one hundred (100%) percent.

ARTICLE IV – COVENANTS

4.1 No Partition of Common Elements. As long as the Property is subject to the provisions of the Act, the Common Elements shall remain undivided, no Unit Owner or Owners shall bring any action for partition or division of the Common Elements; and any agreement to the contrary shall be null and void. Provided, however, nothing herein contained shall prevent partition of a Condominium Unit as between any Persons who are Co-Owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind.

4.2 No Severance of Ownership. No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his or her Unit Ownership without including therein both his or her interest in the Unit and his or her corresponding Allocated Interests, including his or her share in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other, shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

ARTICLE V - EASEMENTS AND LIMITED COMMON ELEMENTS

5.1 Encroachments. In the event that, by reason of construction, settlement or shifting of any building or structure, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Condominium Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or if by reason of the design or construction of any Condominium Unit it shall be necessary to a Unit Owner to use or occupy, for normal uses and purposes, any portion of the Common Elements, consisting of an unoccupied space within the Phase 1 Property and adjoining his or her Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for

the benefit of such Condominium Unit and the Common Elements, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for an encroachment be created in favor of any Condominium Owner or in favor of the Owners of the Common Elements if such encroachment occurred because of the willful conduct of said Condominium Unit Owner or the Owners of the Common Elements, as the case may be. In the event any structure is partially or totally destroyed and then rebuilt, minor encroachments of part of the Common Elements because of construction shall be permitted and valid easements for said encroachment and the maintenance thereof shall exist.

5.2 Limited Common Elements. Unless the context of this Declaration otherwise requires, Limited Common Elements shall be as provided in the Act and assigned and allocated exclusively to the Units so served.

5.3 Parking Spaces. During the Period of Declarant Control, the Declarant shall be expressly empowered and authorized to allocate Parking Spaces exclusively to a Unit, which if allocated, shall be deemed a Limited Common Element and appurtenant to such individual Unit. Unit Owners may, with the prior written consent of the Board, which consent shall not be unreasonably withheld, reallocate, convey, assign and transfer any Parking Space among or between their Units; provided, however, any such assignment shall be subject to all rules and regulations adopted by the Association from time to time. The Board shall not have any rights or authority to reassign or reallocate any Parking Space without the prior written consent of the Unit Owner affected thereby.

In furtherance of the foregoing, a valid exclusive easement is hereby declared and established for the benefit of each Owner of a Unit consisting of the non-exclusive right to use and enjoy those portions of the parking facility that are intended to be used in common, as shown on the Plans, for ingress and egress. Other than a Unit Owner, no Person shall be assigned or allocated a Parking Space within the parking facility.

5.4 Easement to Unit Owners. Except as to the use of any Unit or Limited Common Elements that are assigned and allocated to any Unit or that are assigned and allocated exclusively to any other Unit, perpetual easements are hereby established for all Unit Owners, their families, guests, invitees, mortgagees and servants for the use and enjoyment of all Common Elements, subject to such rules and regulations as may from time to time be established by the Association herein provided. Except for the rights of the Declarant herein, no Owner of a Unit shall have any right to access, occupy or use any Limited Common Elements exclusively assigned and allocated to any other Unit.

5.5. Landscape Maintenance Easements. The Association shall have a non-exclusive easement over, under, across and through the Common Elements for purposes of installing, maintaining and repairing landscaping and landscape facilities therein. The costs thereof shall be included in the Association's budget for assessment against the Condominiums in the manner provided in Article VIII, below.

5.6 Utility Easements.

(a) The Association shall maintain all utility lines and facilities located in, on, or under the Common Elements, except for those lines and facilities maintained by utility companies (public, private or municipal) and those required to be maintained by the Owners pursuant to subsection (b), below, or the Master Association. The Association shall pay all charges for utilities supplied to the Condominium Property, except those metered or charged separately to the Condominium Units.

Accordingly, if any utility line or facility which the Association is required to maintain, repair or replace becomes clogged, stopped-up, damaged, destroyed or otherwise requires repair, the Association shall furnish such maintenance, replacement or repair, including repair of any collateral damage or loss in the Common Elements or any Improvements therein. However, if it can be determined that the cause of such clogging, stoppage, damage, destruction or repair originated in any particular Unit (or was caused by an act of an Owner or any of his/her agents, guests, or members of his/her family, whether or not such act was negligent or culpable), the Association may charge the Owner of the Unit the cost of the repair, replacement or maintenance. If one or more Owners fail to pay such costs, the Association may collect them by levying a special assessment upon the Unit or Units of the Owners who are responsible therefor under the provisions of this subsection. Except as otherwise provided herein, the Association shall not be responsible for damage to any Unit or personal property located therein caused by a damaged or defective utility line or facility.

In the event of a failure or inability of the Board to take timely action to maintain, replace or repair utility lines or facilities for which it is responsible (including repair of any collateral damage or loss in the Common Element), the Owners of any Unit or Units served by the lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon Units, Common Elements or Limited Common Elements which these lines, facilities or any portion thereof are located to repair, replace or maintain them (including collateral damage as provided above). The Association shall reimburse the Owner(s) for the reasonable and necessary costs incurred by the Owner(s) in making such maintenance, repair or replacement. If entry onto the Common Elements, Limited Common Elements or Units is required hereunder, the party making such entry must give reasonable notice to the Association and/or Owner of such Unit as applicable.

(b) Unless maintained by a utility company, an Owner shall be deemed to own the utility lines and facilities and outlets of all utility lines and facilities located within and serving only his/her Unit, and shall be responsible for the maintenance of such utility lines, facilities and outlets.

(c) Whenever such utility lines or facilities serve more than one Unit, the Owner of each Unit served by the lines or facilities shall be entitled to the full use and enjoyment of the portions of the lines or facilities as service his/her Unit.

5.7 Easements in Gross. The Property shall be subject to a perpetual easement in gross to the Association provided herein, its successors and assigns, for ingress and egress, to perform its obligations and duties as required by this Declaration. Should it be necessary to enter any Condominium Unit to repair a Common Element or Limited Common Element, the employees, agents, contractors, subcontractors, or workmen shall be entitled to entrance during reasonable hours with 24 hours prior written notice, unless it is reasonably believed by the Board that an emergency exists which requires such entrance without advanced notice, by exhibiting to the Condominium Owner or any Person or Persons occupying such Unit under authority of such Condominium Unit Owner, an order signed by any member of the Board of Directors or signed by the Managing Agent.

5.8 Granting of Easements. The Association, acting through the Board, shall have the power to grant rights and restrictions, in the Common Elements, such as the rights to grant utility easements, licenses, or similar rights, including easements for cable television, under, through or over Common Elements as may be reasonably necessary to or desirable for the ongoing development or operation of the Condominium.

5.9 Easements in Units. To the extent that any utility line, pipe, wire or conduit serving any Unit shall be wholly or partially within the boundaries of another Unit, such other Units shall be burdened with and there hereby is reserved and created an easement for the use, maintenance, repair and replacement of such utility line, pipe, wire or conduit, such easement to run to the benefit of the Unit or Units served by the same.

5.10 Sales Office. The Declarant, its duly authorized agents, representative and employees shall have an easement for the maintenance of a sales offices and/or model Units on the Property so long as Declarant owns or occupies any Condominium Unit primarily for the purpose of sale. Such sales offices and/or model Units may be maintained in such number and size as determined by the Declarant and may be located and relocated in Units and/or in any improvements on the Common Elements. By execution hereof, the Declarant does hereby specifically reserve an easement for the use of the Common Elements as may be located within the Property as a sales and marketing office of the Declarant during the development of the Property, and for one (1) year after the last Condominium Unit located on the Property is sold, which easement shall be for exclusive use of the Common Elements unto the Declarant, to the exclusion of use of such Common Elements by any Owner. Exercise of the rights of such easement shall be by Declarant and its designees.

5.11 Easement for Improvements. Declarant shall have and does hereby reserve a transferable easement on and over the Common Elements for the purpose of making improvements contemplated by this Declaration on the Phase 1 Property, and for the purpose of doing all things reasonably necessary and proper in connection therewith. Declarant shall also have the right to grant easements in connection with its Special Declarant Rights (as defined in Section 1.32, above).

5.12 Effect of Easements. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on the Declarant, its successors and assigns,

and any Condominium Unit Owner, Purchaser, mortgagee, or other Person having an interest in any portion of the Phase 1 Property herein described, whether or not such easements are maintained or described in any deed of conveyance.

5.13 Restoration of the Condominium. The benefited party of any easement granted hereunder shall have the duty and obligation to repair and restore the servient portion of the Condominium to the condition which existed prior to the exercise of such easement rights.

ARTICLE VI – RESTRICTIONS

6.1 Permitted Uses - Units. Other than the Special Declarant Rights carried on by the Declarant or its assigns, agents or successors, during the Period of Declarant Control, the Units shall be restricted to single family residential use and may not be used for any other purpose. Nothing in this Section 8.1 is intended to prohibit an Owner from keeping his personal business or professional records or accounts therein, or handling his personal business calls or correspondence therefrom.

6.2 Prohibited Uses - All Units, Common Elements and Limited Common Elements. In addition to all restrictions now existing against said Property and all Improvements now or hereafter constructed thereon, the use, occupancy and operation of the Units, Common Elements and including Limited Common Elements is hereby expressly restricted as follows:

(a) Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of the Property, except that dogs, cats or other usual household pets may be kept by the respective owners in their respective Units, provided that they are not kept, bred, or maintained for any commercial purpose and do not endanger the health or unreasonably disturb the Owner of any Units or any resident thereof. The Board of Directors shall make reasonable rules and regulations for the accommodation of pets.

(b) Use of Property. Except for the right of ingress and egress, the Owners of Units are hereby prohibited and restricted from using any property outside of their respective Units, except as may be allowed by the Association's Board of Directors or as expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners within the Condominium Regime and is necessary for the protection of the Owners. No hot tubs, spas, or other similar equipment shall be allowed on the second through the 12th floor of the Building located on the Phase 1 Property. All window coverings that are visible from the exterior of the Building shall be cream or white in color or shall be approved by the Board in writing. No Person shall attach or drill into any window frame or otherwise alter a window frame within the Building.

(c) Antennas. No television antenna or radio receiver, satellite dish, or other similar device shall be attached to or installed on any portion of the Property, unless contained entirely within the interior of a Unit or the roof of the building; provided, however, any such

installation on the roof of the building shall be approved in writing by the Board and performed by the Association's contractor at the Unit Owner's expense. No radio or television signals, nor any other form of electromagnetic radiation, shall be permitted to originate from any Unit, which may unreasonably interfere with the reception of television or radio signals within the Condominium; provided, however, that Declarant and the Association shall not be prohibited from installing equipment necessary for the operation of any master antenna, security, cable television, mobile radio, or other similar systems within the Condominium.

(d) Vehicles, Etc. No vehicles shall be parked on the Common Elements, other than in authorized Parking Spaces, and no vehicle repairs, other than emergency repairs or repairs of a minimal nature needed to be performed to move a vehicle off the Property, shall be allowed on the Property. No vehicles shall be parked or stored on blocks or other such devices on the Common Elements or any other portion of the Condominium. No vehicles shall be parked so as to obstruct the fire lanes or roadways as may exist within the Condominium. The Association is expressly authorized to tow away, at an offending Owner's expense, any vehicle which is in violation of this Section, or which is placed on the Condominium Property in violation of the rules and regulations governing parking as may be adopted by the Board of Directors. No boats, boat trailers, campers, canoes, recreational vehicles, vehicles used primarily for recreational purposes, vehicles primarily used for commercial purposes, or vehicles with commercial writings on their exterior shall be stored, allowed to remain, or parked on any portion of the Condominium, except in an area, if any, designated by the Board of Directors or except as otherwise permitted by the Association's Board of Directors or Declarant. The Board shall have the right to designate areas within the parking garage, of the Condominium for the parking of motorcycles and bicycles.

(e) Signs. Except as placed or erected by Declarant or his assigns, agents or successors, no signs, billboards or objects shall be erected, placed, or permitted to remain on the Property, nor shall such Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Unit. No Unit Owner shall display a "for rent" or "for sale" sign without the express written consent of the Board.

(f) Miscellaneous Prohibited Uses. No Unit shall be occupied, operated or maintained in an unsanitary or hazardous condition.

6.3 Security and Frozen Pipes. Should a Unit become vacant, the Owner is responsible for securing the Unit while it is unoccupied, including engaging all locks, providing security lighting, and heating the interior sufficient to keep pipes from freezing. Insurance claims or costs incurred by the Association or the Board for frozen pipe damage in unheated Unit may be offset by a special assessment levied against the Unit in an amount equal to the damage claim.

6.4 Unsightly Appearances. No offensive or unsightly appearance shall be maintained or allowed to exist on those portions of any Unit visible from the exterior of the Condominium or Common Areas, i.e., the halls, etc. All equipment, garbage cans, and storage areas shall be kept in a manner so as to conceal them from view of neighboring Units and streets, unless

otherwise authorized by the Association's Board of Directors; provided, however, exterior personal patio furnishings, such as chairs, grills and swings, located within a Unit's balcony, patio, porch, terrace, or deck shall be permissible, subject to the rules and regulations of the Association. Provided further, however, that nothing shall be permitted which in the opinion of the Association's Board of Directors jeopardizes the structural integrity of any deck or other part of the Condominium, or which presents risk of damage to adjacent Property.

6.5 Acts Affecting Insurance. An Owner shall not permit or suffer anything to be done or kept in his or her Unit which will increase the rate of insurance acquired by the Association or which will otherwise obstruct or interfere with the rights of other Owners.

6.6 Trash Containers and Collection. No garbage or trash shall be placed or kept on the Condominium except in covered containers of a type, size and style which are approved by the Board. The Board shall have the right to subscribe to a trash service for the use and benefit of the Association and all Owners; and to adopt and promulgate rules and regulations regarding garbage, trash, trash containers and collection. The Board shall have the right to require all Owners to place trash and garbage in containers located in areas designated by the Association's Board of Directors. No incinerators shall be kept or maintained in any Unit. All rubbish, trash, and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. If trash dumpsters are used to facilitate trash, rubbish and garbage removal, all such trash, rubbish and garbage shall be placed therein for removal from the Property.

6.7 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon the Condominium, except such machinery or equipment as is usual and customary in connection with the Declarant's sales, marketing, maintenance or construction of the Improvements which are within the permitted uses of such Property, or any machinery or equipment of any kind as is usual and customary in connection with the operation and maintenance of the Common Elements and Units by the Declarant or the Association.

6.8 Leasing of Units. A Unit Owner may lease his or her Unit and/or Parking Space(s) (but not less than his or her entire Unit) at any time and from time to time provided that:

(a) No Unit may be leased for transient or hotel purposes or for an initial term of less than 180 days, unless such tenancy exists prior to the recordation of this Declaration.

(b) No Unit may be leased or subleased without a written lease or sublease.

(c) A fully executed copy of such lease or sublease shall be furnished to the Board for approval not less than ten (10) days prior to the date the lessee or sublessee obtains possession of the Unit. In the event the Board does not approve the lease in writing within five (5) days after the lease has been furnished to the Board, the lease shall be deemed to have been approved by the Board.

(d) The rights of any lessee of a Unit shall be subject to, and each such lessee shall be bound by, the covenants, conditions and restriction set forth in the Declaration, By-Laws and Rules and Regulations, and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expenses or special assessments on behalf of the Owner of that Unit.

6.9 Lawful Use. No improper or unlawful use shall be permitted on any part of the Condominium. All valid laws, zoning ordinances, and regulations of all government bodies having jurisdiction over the Condominium shall be observed. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Declaration.

6.10 Nuisances and Offensive Activity. No Owner, lessee, occupant, or other Person shall create a nuisance within the Condominium Regime, or use any portion of the Condominium Regime for any activity or purpose which is considered by the Board, its sole and absolute discretion, to be objectionable due to sound, odor, visual effect or physical impact and which in the opinion of the Board will disturb or tend to disturb other Owners or lessees in the Condominium, or which is deemed by the Board to constitute a nuisance. Included among the uses or activities prohibited because of their detrimental effect upon the general appearance, enjoyment and use of the Condominium are, without limitation, the following:

- (a) Any public or private nuisance.
- (b) Any vibration, noise, sound or disturbance that is objectionable due to intermittence, beat, frequency, shrillness, loudness or pulsating effect.
- (c) Any lighting which is flashing or intermittent or is not focused downward or away from any Unit within the Condominium, unless otherwise approved by the Board.
- (d) Any air pollution, including without limitation any dust, dirt, mold, microbials or other environmental pollutants in excessive quantities.
- (e) Any emission of excessive and offensive or noxious odors.

No nuisance shall be permitted to exist or operate upon the Condominium and no activity shall be conducted upon the Condominium which is offensive or detrimental to any portion of the Condominium or any Owner or Occupants of the Condominium. No exterior speakers, horns, whistles, bells or other sound devices except security or other emergency devices used exclusively for security or emergency purposes shall be located, used or placed on or in the Condominium.

6.11 Enforcement. This Declaration, including all restrictions set forth herein, and the rules and regulations may be enforced by injunctive relief, specific performance or the imposition

of reasonable monetary fines as provided in the Act and suspension of use and voting privileges. These powers, however, shall not be construed as limiting any other legal means of enforcing the use restrictions or rules and regulations of the Association. Any fines so imposed shall be considered an assessment against the Unit and may be collected in the manner provided for collection of other assessments. In addition to the foregoing, if any Person shall fail to maintain its Unit in a reasonably safe and sanitary condition, the Association may, at the Board's option, and after ten (10) days written notice to the Unit Owner, perform any clean-up, repair and/or replacement to cure any such condition, and all cost and expenses reasonably incurred by the Association, plus interest thereon at the rate of sixteen (16%) per annum, shall be reimbursed to the Association by such Unit Owner within thirty (30) days after work has been completed. The Association may levy a special assessment against any such Unit, which may be enforced in accordance with Section 10.9, below.

6.12 Redevelopment Agreement. On July 27, 2004, Declarant and the City of Omaha entered into a Redevelopment Agreement wherein, among other things, the City of Omaha approved the Riverfront Place development as consisting of two residential condominium towers of approximately seventy-eight (78) units, twenty-seven (27) residential townhome units, and approximately thirteen thousand five hundred (13,500) square feet of commercial space, to be developed in multiple phases.

In addition, the Redevelopment Agreement identifies and defines several duties and obligations of the City and Declarant, its successors and assigns, which include among other things:

- (a) City's environmental remediation obligations, representations and warranties, indemnification and environmental insurance obligations;
- (b) City's obligation to maintain and repair the Riverwalk Recreation Trail along the eastern boundary of the Riverfront Place development and the plaza located on common area Lot 3 of Riverfront Place and indemnification obligations associated therewith (see section 4.11 of the Master Declaration);
- (c) City's obligation to landscape and maintain the Bridge Landing Parcel to the south of the Riverfront Place development;
- (d) City's obligation to lease the existing dock along the Missouri River to Declarant (see section 4.12 of the Master Declaration);
- (e) City's obligation to provide TIF (Tax Incremental Financing) for the Riverfront Place development;
- (f) City and Declarant's obligation to cooperate with Gallup, Inc. and its affiliate Riverfront Campus Developers, LLC, regarding architectural approvals and use restrictions (pursuant to that Declaration of Redevelopment Covenants, as amended, recorded in the Register of Deeds of Douglas County, Nebraska, on July 31, 2003, as Instrument Number 2003144737);

(g) Declarant's obligation to construct the improvements, purchase the land, build the streets and other infrastructure;

(h) Declarant's obligation to grant to City for public use easements over the Riverwalk Recreation Trail and common area Lot 3, of Riverfront Place;

(i) Declarant's obligation to construct and maintain harmonious and compatible landscaping on the Bridge Landing View Corridor;

(j) Certain obligations of Declarant, its successor and assigns, regarding real estate taxes which, among other things, include the waiver of any protest of real estate assessed values less than the assessed value at the time of first sale of a unit or parcel as defined by the TIF (Tax Incremental Financing) bonds;

(k) Declarant's obligation of timely performance, excused delays and cures; and

(l) City's reacquisition rights of undeveloped property.

The Association and all Unit Owners, by acceptance of a deed or other conveyance of such interest in a Unit, acknowledge and accept the rights and obligations of the Association and Owners under the Redevelopment Agreement and agree to be bound to the terms and conditions set forth therein. All Purchasers and Unit Owners are advised to refer to the Redevelopment Agreement for a fuller understanding of the terms and conditions of the Redevelopment Agreement.

6.13. Mixed Use Development Agreement. On August 10, 2004, Declarant and the City of Omaha entered into a Mixed Use Development Agreement (which was approved by Ordinance No. 36726) wherein, among other things, the parties agreed that unless otherwise further restricted, the Riverfront Place development shall be developed in conformance with the City of Omaha Master Plan, the City of Omaha Zoning and Subdivision regulations, the Mixed Use Development Agreement, and the Development Plan for the development.

In addition, the Mixed Use Development Agreement requires among other things, the following:

(a) The Developer agrees to grant to the City an access and maintenance easement across common area Outlot "A" of Riverfront Place and an access, maintenance and recreation easement over future common area Lot 3 of Riverfront Place;

(b) Unless otherwise prohibited (see section 5.01 of the Master Declaration), Lots 1-6 shall be developed in accordance with the applicable uses allowed in the CBD- Central Business District per sections 55-423, 55-424 and 55-425 of the Omaha Municipal Code;

(c) Landscaping for the Riverfront Place development shall be in accordance with the approved Landscape Plan; and

(d) Signage shall conform to the requirements set forth in the Mixed Use Development Agreement. A summary of such requirements is attached as Exhibit "E" to the Master Declaration.

The Association and all Unit Owners, by acceptance of a deed or other conveyance of such interest, acknowledge and accept the rights and obligations of the Association and Unit Owners under the Mixed Use Agreement and agree to be bound to the terms and conditions set forth therein. All Purchasers and Unit Owners are advised to refer to the Mixed Use Agreement for a fuller understanding of the terms and conditions of the Agreement.

6.14 Master Declaration. The Association and all Unit Owners, by acceptance of a deed or other conveyance of such interest, acknowledge and accept the rights and obligations of the Association and Unit Owners under the Mixed Use Agreement and agree to be bound to the terms and conditions set forth therein. All Purchasers and Unit Owners are advised to refer to the Master Declaration for a fuller understanding of the terms and conditions of the Agreement.

ARTICLE VII – MAINTENANCE

7.1 Maintenance of Condominium Units and Limited Common Elements.

(a) By the Owner. Except as provided in subsection (b) of this Section, each Owner shall have the obligation to maintain, keep attractive, keep in good repair, and replace (subject to applicable and available insurance proceeds) all portions of the Unit and any Limited Common Elements exclusively allocated to such Unit. Any maintenance, repair, replacement or upkeep required to be performed by an Owner hereunder shall be in conformance with the standards as set forth by the Board.

In explanation of the foregoing and not to be construed as a limitation, each Owner shall maintain, repair, and keep in good condition (subject to the Association's obligations hereinafter set forth), his or her Unit.

(b) By the Association. The Association shall maintain, keep in good repair and upkeep, and replace (subject to available insurance proceeds), as a Common Expense Liability assessed in accordance with this Declaration, all of the Condominium property not required to be maintained and kept in good order by a Unit Owner and as otherwise set forth in this Section. The Association shall be responsible for the repair, upkeep and maintenance of all of the Parking Spaces within the parking facility and all expenses associated with the repair, upkeep and maintenance of the Parking Spaces shall be assessed against the Unit Owners and such assessments shall be assessed and collected by the Association in the manner in which assessments are levied and

collected herein. The Association shall, by way of explanation and not limitation, be responsible to maintain, keep attractive, keep in good repair and replace all of the Common Elements. The Association shall also be responsible for the repair, upkeep and maintenance of all roofs and foundations in respect to Improvements containing the Units or otherwise and the parking garage. In the event the need for maintenance, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, then the Association shall give the Owner written notice of the repair, replacement or maintenance work needed and an estimated cost to accomplish such repair, replacement or maintenance work. The Owner shall have fifteen (15) days within which to pay the Association such estimated costs, and in the event of a failure to pay, such costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Unit.

Despite any provision herein contained to the contrary, the Association shall not be liable for injury or damage to any Person or property: (i) caused by the elements or by any Unit Owner or by any other Person; (ii) resulting from any rain, water, snow or ice which may leak or flow from any portion of the Common Elements; or, (iii) caused by the leaking, failure or disrepair of any pipe, plumbing, drain, conduit, appliance, equipment or utility lines or facilities, the responsibility for the maintenance of which belongs to the Association.

In addition, the Association shall be responsible for the maintenance of sewer lines within the Units as extended from each Unit to the main sewer line connecting to on the Condominium Property.

(c) Failure to Maintain. If the Board of Directors of the Association determines that any Owner has failed or refused to discharge his or her obligations with regard to the maintenance, repair, upkeep or replacement of any items for which he or she is responsible hereunder, including, but not limited to, a failure to maintain, repair or replace a condition which may increase the possibility of fire or other loss or damage to the Condominium, then the Association (except no notice shall be required in an emergency situation in which case the Association may proceed immediately) shall provide the Unit Owner with written notice specifying the nature of the maintenance, repair or replacement and the estimated costs thereof with reasonable particularity. The Owner shall have fifteen (15) calendar days to complete any such repairs, maintenance or replacements; provided, however, the Unit Owner shall have more than fifteen (15) days if such performance cannot reasonably be completed within fifteen (15) days and the Unit Owner is diligently pursuing the completion. In the event the Owner fails, neglects or refuses to repair, maintain or replace any such items within fifteen (15) days after the receipt of the notice, then the Association, through its Board, shall have the right to cause the repairs, maintenance or replacements to be made, and the Unit Owner shall, within thirty (30) days after the completion of such work, reimburse the Association. In the event any such repair or replacements are to the Common Elements the Association shall complete all such work, and the Unit Owner responsible for such repairs, maintenance or replacements shall have thirty (30) days after demand is made to reimburse the Association. Any costs incurred by the Association under this Section shall be added

to and become a part of the assessment to which such Owner is subject and shall become a lien against the Unit.

ARTICLE VIII - ASSOCIATION AND BY-LAWS, ASSESSMENTS

8.1 General Information. The Association will administer the Condominium pursuant to the terms and conditions set forth in this Declaration and the By-Laws. The fiscal year of the Association shall be a calendar year. The Office of the Association shall be located at such location as the Board of Directors or the Managing Agent shall designate from time to time. All Unit Owners, by virtue of their ownership of a Unit in the Condominium, are automatically mandatory Members of the Association and shall be entitled to vote on all matters upon which Members of the Association are entitled to vote, pursuant to this Declaration and in accordance with the By-Laws. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Subject to the provisions of the Condominium Documents, the Owner or Owners of each Unit shall be entitled to one (1) vote for such Unit in which the interest required for membership is held. Each Unit is allocated a vote equal in weight to each other Unit. Provided however, if a Unit Owner shall have, in the sole opinion of the Board, an unresolved financial delinquency with respect to the Association, such Owner's vote shall not be eligible and shall not be entitled to be cast or counted.

8.2 Meetings and Voting. Annual and Special Meetings of the Association, including all notice and quorum requirements and voting of the membership shall be set forth in the By-laws.

8.3 Directors. During the Period of Declarant Control, the business of the Association shall be managed by a Board of Directors comprised of at least three (3) Directors who shall be appointed by the Declarant and shall serve without compensation. Without regard to the time when the Period of Declarant Control terminates, the Association shall hold a First Transitional Election not later than sixty (60) days after the conveyance of twenty-five (25%) percent of the Units to Unit Owners other than Declarant, at which election one (1) additional member shall be elected to the Board. A Second Transitional Election shall be held by the Association not later than sixty (60) days after the conveyance of fifty (50%) percent of the Units to Unit Owners other than Declarant, at which election one (1) additional member shall be elected to the Board. The qualification, election, term, removal, resignation and replacement of each Board member shall be determined in accordance with the By-laws. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the foregoing. In that event, the Declarant may require, during the Period of Declarant Control, that the actions of the Association or Board of Directors, as might be described in a recorded instrument executed by Declarant, be approved by the Declarant before they become effective. At end of the Period of Declarant Control, the membership of the Board shall always be comprised of five (5) Persons.

8.4 Director's Meetings. Regular and Special Meetings of the Board of Directors, including the notice and quorum requirements and voting of the Board, shall be set forth in the By-laws.

8.5 Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Act, the Declaration of Condominium and By-Laws shall be exercised by the Board of Directors, its duly appointed agents, contractors or employees, subject only to approval by the Unit Owners where specifically required. Compensation of employees of the Association shall be fixed by the Directors. A Director may be an employee of the Association and a contract for management of the Condominium may be entered into with a Director or the Declarant.

8.6 Officers. The executive officers of the Association shall consist of a President, who must also be a Director, a Vice-President, Treasurer, and Secretary. The By-laws shall provide for: (i) the election of officers; (ii) the resignation; (iii) removal; (iv) vacancy; and (v) powers, duties and responsibilities of the officers of the Association.

8.7 Assessments.

(a) All Owners shall be obligated to pay the estimated assessments imposed by the Board of Directors of the Association to meet the Common Expenses. The Common Expenses of the Association shall be assessed among all of the Condominium Unit Owners in accordance with the Owner's share in the Common Elements or Limited Common Elements as set forth in Article II of this Declaration; however, certain expenses that solely benefit those Units on the second through thirteenth (penthouse) floors of the tower, as determined by the Board from time to time, shall be prorated solely among those Unit owners per Exhibit "C-2" attached hereto. Assessments for the estimated Common Expenses of the Association shall be due in advance of the first day of each calendar month or less frequently as may be determined by the Board of Directors.

(b) Each Unit Owner's obligation of payment of assessments shall begin on the first day of the month in which the closing of the purchase of the Condominium Unit occurs in Phase 1. Each Unit Owner shall pay two (2) months of assessments in advance on the date the closing of the Condominium Unit occurs to fund the reserve account of the Association.

(c) In the event the ownership of a Condominium Unit, title to which is derived from Declarant, commences on a day other than the first day of the assessment period, the assessment for that period shall be prorated.

(d) Assessments shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Directors of the Association shall from time to time determine and is to be paid by all of the Condominium Unit Owners to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the Common Elements and those Limited Common Elements which are the responsibility of the Association, the Property and Improvements owned thereby, and any

assessments levied by the Riverfront Place Master Association in accordance with the Master Declaration, which sum shall include, but shall not be limited to: management fees, expenses and liabilities incurred by the Managing Agent, if any, taxes and special assessments (until separately assessed), snow removal, road and sidewalk repair, premiums for insurance, landscaping and care of grounds, common lighting and heating, repairs and renovation, trash and garbage collections, wages, common water and sewer charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent, if any, on behalf of the Unit Owners under or by reason of the Declaration and By-Laws of the Association for the creation of a reasonable contingency, reserve, working capital and sinking funds as well as other costs and expenses relating to the Common Elements or Limited Common Elements which are the responsibility of the Association. The Master Association has the right to levy assessments against the Association pursuant to the terms and conditions of the Master Declaration (as defined in Section 6.14, above). In the event the Association fails or neglects to pay the assessments levied by the Master Association, the Master Association shall have the right to record a lien in the office of the Register of Deeds of Douglas County, Nebraska, against each Unit within the Condominium Property Regime for its pro-rata share of the assessment due to the Master Association, which lien may be enforced by the Master Association in accordance with the same terms and conditions of this Declaration.

(e) Pursuant to the provisions of the Declaration and By-Laws, the Board of Directors may levy such assessments for the purpose of defraying the cost of repair or reconstruction of the Improvements in the event of their damage.

(f) The Association by its Board of Directors may levy a special assessment against any individual Unit or any Unit Owner for the reasonable expense incurred in the reconstruction or repair to the Common Elements, Limited Common Elements or the individual Unit for damage or destruction caused by the misconduct, negligence or infraction of the published rules and regulations of the Association by the Unit Owner or his guests, invitees.

(g) The omission or failure to fix the assessment or deliver or mail a statement for any period of time shall not be deemed a waiver, modification or release of the Owner's obligation to pay the same.

(h) The Board shall, pursuant to Section 76-873(c) of the Act, have the power and authority to assess any Common Expenses benefiting fewer than all of the Units exclusively against the Units benefited thereby as contemplated in the Act.

(i) The Association shall have all of the powers of the Association enumerated in the Act.

(j) Within thirty (30) days after adoption of any proposed budget for the Condominium, the Board of Directors shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget, which date shall not be less than fourteen (14) no more than thirty (30) days after mailing of the summary.

Unless at that meeting a majority of all the Unit Owners, reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors.

8.8 Owner's Personal Obligation for Payment of Expenses. The amount of the Common Expenses assessed by the Association against each Condominium Unit shall be the personal and individual debt of the Owner thereof. No Owner may exempt themselves from liability for this contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements, the Property and Improvements owned by the Association or by abandonment of their Unit. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid assessments which remain unpaid for more than ten (10) days from the date for payment thereof. The failure to make payment of any assessments or installment thereof related to any Unit before the tenth (10th) day after the due date shall constitute a default and such Unit Owner shall: (a) pay a late charge of five (5%) percent on the outstanding balance; and (b) all amounts that are delinquent shall bear interest from the due date at a rate equal to sixteen (16%) percent per annum or the maximum interest rate allowed by law, whichever is less, and all costs and expenses incurred by the Board or its authorized representative in the collection of the amounts, including reasonable attorneys' fees and costs, shall be part of the assessment past due and the full assessment shall be a lien against such Unit. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing the lien nor shall such suit be construed to be a waiver of the lien.

8.9 Association Lien for Non-Payment of Common Expenses.

(a) All sums assessed by the Association but unpaid for the share of Common Expenses chargeable to any Condominium Unit shall constitute a lien on such Unit superior to all other liens and encumbrances, except for (i) taxes and special assessment liens of the Condominium Unit in favor of any assessing entity, and (ii) all sums unpaid to any Eligible Mortgage Holder of record, including all unpaid obligatory sums as may be provided by such encumbrances. To evidence such lien, the Board of Directors shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of the accrued interest and late charges thereon, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such notice of lien shall be signed by one of the members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and shall be recorded in the Office of the Register of Deeds of Douglas County, Nebraska. Such lien shall attach and be effective from the due date of the assessment until all sums, with interest and other charges thereon, shall have been fully paid.

(b) Such lien may be enforced by the foreclosure of the defaulting Owner's Condominium Unit by the Association in the manner of a deed of trust or mortgage on real property upon the recording of a notice of claim thereof. In any such proceedings, the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien, and in the event of foreclosure, all additional costs, all expenses and reasonable attorney's fees incurred. The Owner

of the Condominium Unit being foreclosed shall be required to pay the Association the monthly assessment for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a receiver during foreclosure. The Association shall have the power to bid on the Condominium Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey and otherwise deal with the same.

(c) Any Eligible Mortgage Holder of a Condominium Unit shall not be liable for more than six (6) months of the Unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the Unit by the Eligible Mortgage Holder. Upon payment of the Common Element Expense Liability by the Eligible Mortgage Holder, such Eligible Mortgage Holder may hold a lien against such Unit for the amount paid of the same rank as the lien of its mortgage or encumbrance without the necessity of having to record a notice of claim of such lien. The Association shall report to the Eligible Mortgage Holder of a Condominium Unit any assessments remaining unpaid for longer than sixty (60) days after the same are due; provided, however, that a Eligible Mortgage Holder shall have furnished to the Association notice of its encumbrance.

(d) The recorded lien may be released by a Release of Lien signed by one of the members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and recorded in the Office of the Register of Deeds of Douglas County, Nebraska.

(e) Notwithstanding any of the foregoing provisions, any Eligible Mortgage Holder who obtains title to a Condominium Unit pursuant to the remedies set forth in its mortgage or deed of trust shall take title to the Unit free and clear of all Common Expense assessments levied thereon prior to such transfer of title and free and clear of all liens created as a result of such assessments.

8.10 Ascertainment of Unpaid Common Expenses.

(a) The Unit Owners and their mortgagees, prospective mortgagees or prospective grantees, upon ten (10) days written notice to the Board of Directors and upon payment of a reasonable fee, shall be furnished a statement of their account. The statement of account shall include the amount of any unpaid Common Expenses, the amount of the current assessments, the dates that assessments are due, the amount for any advanced payments made, prepaid items such as insurance policy premiums and reserves therefor and any deficiencies in reserve accounts. Such statement shall be conclusive upon the Association in favor of all persons who rely therein in good faith. Unless such request shall be complied with within twenty (20) days after receipt of such written request, all unpaid Common Expenses which become due prior to the date of such request will be subordinate to the rights of an Eligible Mortgage Holder requesting such statement.

(b) The provisions set forth in this Section shall not apply to the initial sales and conveyances of the Condominium Units made by Declarant, and such sales shall be free

from all unpaid Common Expenses to date of conveyance made or to a date as agreed upon by Declarant and Declarant's grantee.

8.11 Priorities of Association and Maintenance Association Lien for Common Expenses. The Owner of a Condominium Unit may create junior deeds of trust or mortgages (junior) to the lien, deed of trust or other encumbrances of an Eligible Mortgage Holder or other liens or encumbrances of the Condominium Unit; provided, however, that any such junior mortgage, deed of trust, lien or encumbrance will always be subordinate to the prior and paramount lien of the Association for Common Expenses, and subject to all of the terms, conditions, covenants, restrictions, uses, limitation and obligations under this Declaration and By-Laws, and, provided, further, that the holder of any such junior encumbrance shall release its security interest in any Unit for the purposes of restoring any Improvements upon the encumbered Condominium Unit and all of the Unit Owner(s) rights, title and interest in and to the proceeds under all insurance policies upon said premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association, and if such request is not granted, such release may be executed by the Association as attorney-in-fact for such junior mortgagee.

ARTICLE IX - INSURANCE - DAMAGE, DESTRUCTION AND RECONSTRUCTION

9.1 Scope of Coverage. Commencing not later than the date of the first conveyance of a Unit to a Purchaser, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

(a) Property insurance on the Common Elements, Limited Common Elements and Units, exclusive of any improvements and betterments installed in Units by the Owners thereof, and other than the original improvements and betterments installed or constructed within any Unit by the Declarant (which shall be covered by the Association's insurance), insuring against all risk of direct physical loss commonly insured against in an amount equal to the maximum insurable replacement value of the Common Elements, Limited Common Elements and Units, as determined by the Board of Directors; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a property policy.

(b) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board of Directors, but not less than One Million Dollars (\$1,000,000.00) per injury or injuries, including death, arising out of a single occurrence, and Fifty Thousand Dollars (\$50,000.00) property damage; or, in the alternative, a liability policy affording coverage for bodily injury and property damage with a combined single limit in an amount not less than One Million Fifty Thousand Dollars (\$1,050,000.00). The policy or policies shall cover the Association, the Association's Board of Directors and the officers of the Association, committee members, all agents and employees of the Association and all Owners and other Persons entitled to occupy any Unit or other portion of the Condominium Unit for occurrences

commonly insured against, arising out or in connection with the use, ownership or maintenance of the Common Elements, Limited Common Elements, or other portion of the Condominium which the Association has the responsibility to maintain and shall also include hired automobile and non-owned automobile coverage with cost liability endorsements to cover liabilities of the Owner.

(c) Fidelity insurance coverage for anyone who either handles (or is responsible for handling) funds that it holds or administers, regardless of whether that individual receives compensation for services. Such policy shall provide that it may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Association and any Eligible Mortgagees.

(d) Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association or the Owners.

(e) The insurance policies purchased by the Association, to the extent reasonably available, shall contain the following provisions:

- (i) Each Owner shall be an insured under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or their membership in the Association.
- (ii) There shall be no subrogation with respect to the Association, its agents, servants, and employees, or with respect to the Owners and members of their household. Each party hereby waives, releases and discharges any right of subrogation against the other for any loss arising out of damage to or destruction of all or any portion of the Property or contents thereof when such loss is caused by any perils included within either party's insurance provisions.
- (iii) No act or omission by any Owner, unless acting within the scope of their authority on behalf of the Association, shall void the policy or be a condition to recovery on the policy.
- (iv) The coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased separately by Owners or their mortgagees or beneficiaries under deeds of trust.
- (iv) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners.

- (vi) Statement of the name of the insured as Riverfront Place Condominium Association, Inc., for the use and benefit of the individual Owners (designated by name if required by the insurer).
- (vii) For policies of hazard insurance a standard mortgagee clause providing that the insurance carrier shall notify the Qualified Lender named in the policy at least ten (10) days in advance of the effective date of any reduction or cancellation of the policy.
- (viii) A "Guaranteed Replacement Cost Endorsement" (under which the insurer agrees to replace the insurable property regardless of the cost), and if the policy includes a coinsurance clause, an "Agreed Amount Endorsement" (which waives the requirement for coinsurance), or a "Replacement Cost Endorsement" (under which the insurer agrees to pay up to 100% of the property's insurable replacement cost, but no more) and, if the policy includes a coinsurance clause, an "Agreed Amount Endorsement" (which waives the requirement for coinsurance).
- (ix) An "Inflation Guard Endorsement".

It shall be the duty of the Board at least annually to conduct an insurance review to determine if the policy in force is adequate to meet the need of the Association and to satisfy the requirement of this Declaration and the Act. Such responsibility may be performed and shall be deemed reasonably performed, by the Board's Managing Agent requesting the Association's insurance agent to verify that the insurance policies in existence meet the needs of the Association as set forth herein and satisfies the requirements of this Declaration and the Act. In all events, each Owner shall have the right to obtain additional coverage for such improvements, or betterments or personal property within the Unit as its own expense. Each policy may contain reasonable deductibles and the amount thereof shall be added to the face amount of the policies in determining whether the insurance equals at least full replacement cost.

9.2 Certificate of Insurance. An insurer that has issued an insurance policy under this Article shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner, mortgagee or beneficiary under a deed of trust. Any insurance obtained pursuant to this Article may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each Qualified Lender who is listed as a scheduled Eligible Mortgage Holder in the insurance policy.

9.3 Payment of Premiums. Premiums for all insurance obtained by the Association pursuant to this Article shall be Common Expenses and shall be paid for by the Association.

9.4 Insurance Obtained by Owners. The issuance of insurance policies to the Association pursuant to this Article shall not prevent an Owner from obtaining insurance for their own benefit and at their own expense covering their Unit, personal property and providing personal liability coverage.

9.5 Payment of Insurance Proceeds. Any loss covered by property insurance obtained by the Association in accordance with this Article shall be adjusted by the Association and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. The Association shall hold any insurance proceeds in trust for Owners and lienholders as their interests may appear. Subject to the provisions of Section 9.6 and 9.7 of this Article, the proceeds shall be disbursed for the repair or restoration of the damage to Common Elements, Limited Common Elements and Units. Owners and lienholders shall not be entitled to receive payment of any portion of the proceeds unless there is a surplus of record after the Common Elements, Limited Common Elements and Units have been completely repaired or restored, or the Declaration terminated.

9.6 Use of Insurance Proceeds. In the case of fire or any other casualty, the insurance proceeds, if sufficient to reconstruct any Improvements so damaged or destroyed, shall be applied to such reconstruction. Reconstruction of the Improvements, as used herein, means restoring the insured Improvements to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

9.7 Procedure where Insurance Proceeds are Insufficient. In case of fire or other casualty, if the insurance proceeds are insufficient to reconstruct the Improvements and the Condominium Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Improvements within 180 days from the date of damage or destruction, the Association may record a notice setting forth such facts; and upon the recording of such notice:

(a) The Property shall be deemed to be owned as tenants-in-common by the Condominium Unit Owners;

(b) The undivided interest in the Property owned in common of each Condominium Unit Owner shall be the percentage of undivided interest previously owned by such Unit Owner in the Common Elements.

(c) Any liens affecting any of the Condominium Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Condominium Unit Owner in the Property as provided herein; and

(d) The Property shall be subject to an action for partition at the suit of any Condominium Unit Owner, in which event the net proceeds of such sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund, and shall be

divided among all the Condominium Unit Owners in a percentage equal to the percentage of undivided interest owned by each Unit Owner in the Property, but only after first paying out of the respective share of each Condominium Unit Owners, (to the extent sufficient for the purpose) all liens on the undivided interest in the Property owned by such Condominium Unit Owner.

9.8 Insurance Deductibles. If maintenance is required as a result of an insured loss, the amount of the deductible shall be considered a maintenance expense to be paid by the Person or Persons who would be responsible for such repair in the absence of insurance. If the loss affects more than one (1) Unit, or a Unit and Common Elements, the cost of the deductible may be apportioned equally by the Board of Directors among the parties suffering loss in accordance with the total cost of repair.

ARTICLE X - MORTGAGES

10.1 Requirements.

(a) Any mortgage or other lien on a Unit and the obligations secured thereby shall be deemed to provide, generally, that the mortgage or other lien instrument and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the mortgagee or lien holder shall have no right (i) to participate in the adjustment of losses with insurers or in the decision as to whether or not, how to repair or restore damage to or destruction of the Property, or (ii) to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to Unit Owners pursuant to Section 76-871 of the Act or of insurance proceeds in excess of the cost of repair or restoration being received by the Owner of the Unit encumbered by such mortgage; or (iii) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be pre-payable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. Nothing contained in Section 10.1(a) hereinabove or elsewhere in this Declaration shall give a Unit Owner, or any other party, priority over any rights of the mortgagee of a Unit pursuant to its mortgage in case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.

(b) No Unit Owner or purchaser of a Unit shall deliver any mortgage or other lien instrument secured by a Unit, or any obligation to be secured thereby, unless it has first notified the Board of the name and address of the proposed mortgagee or lien holder, the amount of the debt proposed to be so secured, and has submitted to the Board a copy of the form of the proposed mortgage and note or other instrument of obligation. When a mortgage other than (i) a first mortgage or (ii) a junior mortgage to the Declarant or Seller of a Unit is delivered to the Board, the Board shall promptly notify the proposed mortgagee whether such mortgagee has been approved by the Board as a Qualified Lender.

10.2 Qualified Lenders.

(a) When a mortgage is delivered to a Qualified Lender or other lien holder, the Unit Owner shall simultaneously provide executed or conformed copies to the Board. Upon receipt of such copy of a mortgage or other lien, the Secretary of the Board shall instruct the insurer of the property to add the name of the Qualified Lender or other lien holder to the mortgagee loss payable provision of the hazard insurance policy covering the property and to provide such Qualified Lender or other lien holder with a Certificate of Insurance showing that the Qualified Lender's or other lien holder's name has been so added.

(b) The Secretary shall maintain a register of Qualified Lender showing the names and addresses of the Qualified Lender, the amount secured by each Qualified Lender, and whether such amount secured is a first mortgage.

10.3 Rights of Qualified Lenders.

(a) Upon the specific written request of an Eligible Mortgage Holder or its servicer to the Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

- (i) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Board to the Owner of the Unit covered by the mortgage;
- (ii) Any audited or unaudited financial statements of the Board which are prepared for the Board and distributed to the Unit Owners. The holder of any mortgage on a Unit shall be entitled to obtain an audited statement at its own expense, if one is not otherwise available;
- (iii) Copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;
- (iv) Notice of substantial damage to or destruction of any Unit or Units that are subject to any mortgage (in excess of \$1,000) or any part of the Common Elements (in excess of \$10,000);
- (v) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;
- (v) Notice of any default of the Owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner after the giving of notice by the Association to the Unit Owner of the existence of the default within any applicable cure period;

- (vii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (viii) Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property;
- (ix) Any condemnation or casualty loss that affects either a material part of the Condominium or the Unit securing the Qualified Lender's mortgage;
- (x) Such other financial data as such Qualified Lender shall reasonably request; or
- (xi) Any proposed action which would require the consent of a specified percentage of first mortgagees as set forth in Section 12.2, below.

(b) The request of a Qualified Lender or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Board. The Board need not inquire into the validity of any request made hereunder by a Qualified Lender. The Board may refuse to honor any request where, after reasonable inquiry, it shall determine that the person making such request is not entitled to the material so requested and may establish reasonable rules to implement this Section 10.3(b).

(c) Failure to comply with the requirements set forth above shall in no way invalidate the otherwise proper actions of the Association and the Board.

(d) Any Qualified Lender shall have the right, exercisable upon written request to the Board, to examine the books and records of the Association at any reasonable time and with the payment of a reasonable fee established by the Board from time to time.

ARTICLE XI - MISCELLANEOUS PROVISIONS

11.1 Effective Covenants. Each Purchaser and each grantee of Declarant, its successors and assigns, by the acceptance of a deed of conveyance, accepts the conveyed Property subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by this Declaration or to which this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any Person having at any time any interest of estate in said Property, and shall inure to the benefit of such Condominium Unit Owner in like manner as though the provisions, terms and restrictions of this Declaration were received and stipulated at length in each and every deed of conveyance.

11.2 Waiver. No covenant, restriction, condition or provision of this Declaration or in the By-Laws shall be deemed to have been abrogated or waived by reason on any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

11.3 Savings Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration and By-Laws herein contained, as the case may be, shall not render the remainder of the Declaration invalid, nor any other part therein contained.

11.4 Controlling Instrument. In the event of a conflict between the provisions of this Declaration and the By-laws, this Declaration shall prevail except to the extent that this Declaration is inconsistent with the Act.

ARTICLE XII - AMENDMENT AND TERMINATION

12.1 Amendments; Modifications and Terminations.

(a) The prior written approval of a Super-Majority Vote of the Unit Owners and at least fifty-one percent (51%) of the votes of the holders of Eligible Mortgages of Units (based upon one (1) vote for each Unit subject to such mortgage) shall be required to:

- (i) Terminate the condominium status of the Property for reasons other than substantial destruction or condemnation of the Property;
- (ii) Abandon, encumber, sell or transfer any Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended uses of the Common Elements shall not be deemed a transfer within the meaning of this subsection); or
- (iii) The use of hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium Property.

(b) The prior written approval of a Super-Majority Vote of the Unit Owners and at least fifty-one percent (51%) of the votes of the holders of Eligible Mortgages of Units (based upon one (1) vote for each Unit subject to such mortgage) shall be required to make an amendment of a material nature to the Condominium Documents:

- (i) A change in the schedule of Allocated Interests or a change in the schedule of Limited Common Element Allocations set forth in Exhibits "C-1" or "C-2" allocated to each Unit;
- (ii) Voting rights;

- (iii) Increases in assessments that raise the previous annual assessed amount by more than twenty-five (25%) percent, or the priority or the subordination of assessment liens;
- (iv) Reductions in Reserves for maintenance, repair and replacement of the Common Elements;
- (v) Responsibility for maintenance and repairs;
- (vi) Reallocation of interests in the Common Elements or Limited Common Elements or rights to their use;
- (vii) Convertibility of Units into Common Elements or of Common Elements into Units;
- (viii) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (ix) Insurance or fidelity bond requirements;
- (x) Change of restrictions on the leasing of any Units;
- (xi) Imposition of any restrictions of a Unit Owner's right to sell or transfer his or her Unit;
- (xii) A decision by the Association to establish self-management if any professional management had been required previously by a Qualified Lender;
- (xiii) Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
- (xiv) Actions to terminate the legal status of the Condominium after substantial destruction or condemnation occurs;
- (xv) The method of assessments described in this Declaration;
- (xvi) Provisions that expressly benefit holders, insurers or guarantors of Eligible Mortgages; or
- (xvii) Any other amendment that materially and adversely affects the rights, title or interest of the Eligible Mortgage Holders.

(c) Notwithstanding anything to the contrary in Section 12.1, written approval of the Eligible Mortgage Holders or Qualified Lenders shall not be required for an amendment to this Declaration made pursuant to Section 12.3, below.

12.2 Approval of Mortgagees. The approval rights granted to Qualified Lenders above shall be subject to the limitations imposed by Section 76-856 of the Act. In addition, if any Eligible Mortgage Holder or Qualified Lender fails to cast a vote pursuant to Sections 12.1(a) or 12.1(b), above, within sixty (60) days after receipt of notice, such Eligible Mortgage Holder or Qualified Lender will conclusively be deemed to have voted in favor of such amendment, modification or termination.

12.3 Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein, the Declarant shall have the right acting alone and without the consent or approval of the Owners, the Association, the Board of Directors, any Mortgagees or any other person at any time during the Period of Declarant Control to amend or supplement this Declaration from time to time if (i) such amendment or supplement is necessary to conform this Declaration to the Act, as amended from time to time, or (ii) such amendment or supplement is made to implement expansion of the Property pursuant to Special Declarant rights reserved herein, or (iii) such amendment is necessary to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing & Urban Development, the Federal Housing Association, the Veteran's Administration or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, or (iv) such amendment is necessary to correct clerical or typographical errors or to clarify Declarant's original intent, or (v) such amendment as may be necessary to implement any changes in the Condominium Regime that is permitted to be made by Declarant under this Declaration.

ARTICLE XIII - DECLARANT RIGHTS

13.1 Development Activities. During the Period of Declarant Control, notwithstanding any provision herein to the contrary but subject to the requirement for Lender consent set forth in the last paragraph of this Section 13.1, the 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 create additional Units, Common Elements, Limited Common Elements within all or any part of the Additional Property, which Additional Property may be designated on the Plan as "Additional Property" or as "Reserved" or "Reserved for Future Development"; and to add property to the Condominium, provided, however, that the maximum number of additional Units which the Declarant reserves the right to create shall not exceed seventy-five (75) Units. Upon the addition of any Units to the Condominium, the Allocated Interests shall be reallocated among all units pursuant to the terms of this Declaration and the formula set forth herein. The future improvements will be consistent with the initial improvements in structure type and

quality of construction. The creation of the additional Units, if any, shall occur within seven (7) years after the recording date of this Declaration in the Office of the Douglas County Register of Deeds.

(b) To exercise any Special Declarant Rights provided for under the Act.

(c) To erect and maintain on the Common Elements, advertising signs, sales flags or other sales devices and banners for the purpose of aiding the sale of Units in the Condominium, and to maintain sales and business offices in at least one Unit or in any Common Element or building in this Condominium to facilitate the completion of construction of the Improvements comprising this Condominium, apartments and homes now or hereafter constructed within said development and sale of the Units therein contained.

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

The consent of Unit Owners within the Condominium shall not be required for the exercise of any of the foregoing Development Rights, and the Declarant may proceed with the exercise of such Development Rights at its sole option and its sole discretion. The option reserved to (i) add the Additional Property and Units to the Condominium, (ii) relocate the boundaries of any Unit or Units, and (iii) further subdivide any one or more of the Units into additional Units, Common Elements or Limited Common Elements, shall be exercisable by the Declarant, its successors and assigns, who shall have the unilateral right to reallocate percentages of undivided interests 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 limitations and formulas set forth in this Declaration and the Act. The Declarant shall exercise this option by its adoption, execution or recordation of an Amendment to this Declaration by recording such certificates and plans as required by the Act. Such amendment shall be adopted by the Declarant pursuant to the terms hereof without the consent of any Unit Owners. From time to time, as the Declarant shall file permitted amendments to this Declaration adding portions of the Additional Property to the Condominium Units and additional Common Elements and each then Owner and each Person or entity thereafter becoming an Owner 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, computed in accordance with the terms hereof and specifically, be vested with his or her appropriate undivided percentage interest in such additional Common Elements. If the Declaration is amended as permitted herein to include Additional Property, which may include additional Units, and Owner's undivided percentage interest in the Common Elements, and Allocated Interests shall be deemed changed and reduced in accordance with the formulas and methods provide in this Declaration. With regard to any portion of the Additional Property which is not committed to this Declaration, such may be developed in ay other manner as in the total discretion of the owner of such Additional Property.

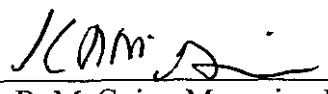
As long as there remains outstanding any portion of the indebtedness of Declarant to Lender incurred pursuant to that certain Construction Loan Agreement dated June 2, 2005 between Declarant and Lender and secured by, among other things, that certain Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing recorded on June 2, 2005 as Instrument No. 2005063586 in the Mortgage Records in the office of the Register of Deeds of Douglas County, Nebraska, Declarant shall not, without the prior written consent of the Lender, exercise any of the rights or privileges set forth in this Section 13.1 until all such indebtedness has been paid in full, and any attempt by Declarant to exercise any such rights or privileges without Lender's prior written consent shall be null and void. At such time as all of the indebtedness of Declarant to Lender incurred pursuant to such Construction Loan Agreement has been paid, at Declarant's request and at Declarant's expense Lender shall execute and deliver to Declarant an instrument in recordable form confirming that such indebtedness has been repaid and the Declarant's rights and privileges under this Section 13.1 are no longer subject to the restrictions and limitations set forth in this paragraph.

13.2 Permanent Access and Utility Easement. The Declarant reserves unto itself, its successors and assigns, a permanent easement for ingress, egress and utility purposes to any adjacent properties now or hereafter owned by Declarant, its successors and assigns as shown on the Plat and Plans.

IN WITNESS WHEREOF, the Declarant has caused these presents to be signed by its authorized member, the day and year first above written.

DECLARANT:

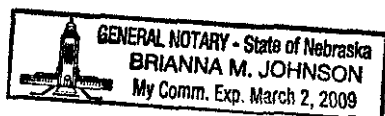
RIVERFRONT PARTNERS, LLC, a Nebraska
limited liability company,

By: 
Kim R. McGuire, Managing Member

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a notary public, in and for said county and state, personally came Kim R. McGuire, 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 on behalf of such limited liability company. *as managing member*

Witness my hand and Notarial Seal this 3rd day of October, 2006.



Brianna M. Johnson

Notary Public

**CONSENT TO AND RATIFICATION
OF DECLARATION**

The undersigned, First National Bank of Omaha ("Lender"), hereby consents to the above and foregoing Declaration; agrees that the Property identified in Exhibit A of this Declaration shall be owned, held, transferred, sold, leased, conveyed, developed, used, occupied, operated, improved, mortgaged or otherwise encumbered subject to the provisions of this Declaration; agrees that this Declaration and all of its provisions shall be and are covenants running with the Property, and shall be binding on the undersigned, its successors and assigns; and the undersigned hereby ratifies and approves of the recordation of this Declaration in the Office of the Douglas County Register of Deeds against the Property legally described on Exhibit A; provided, however, that as long as there remains outstanding any portion of the indebtedness of Declarant to Lender incurred pursuant to that certain Construction Loan Agreement dated June 2, 2005 between Riverfront Partners LLC ("Declarant") and Lender and secured by, among other things, that certain Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing recorded June 2, 2005 as Instrument No. 2005063586 in the Mortgage Records in the office of the Register of Deeds of Douglas County, Nebraska, Declarant shall not, without the prior written consent of Lender, exercise any of the rights or privileges set forth in Article XIII of the above and foregoing Declaration, until all such indebtedness has been paid in full and any attempt by Declarant to exercise any such rights or privileges without Lender's prior written consent shall be null and void.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 4th day of October, 2006.

LENDER:

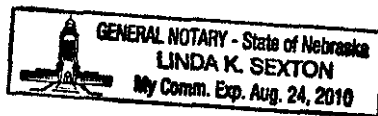
FIRST NATIONAL BANK OF OMAHA,
a National Association

By: Daniel M. Shultz
Its: Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public, in and for said county and state, personally came Daniel M. Shultz, Vice President of First National Bank of Omaha, a National Association, 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 on behalf of such National Association.

Witness my hand and Notarial Seal this 4th day of October, 2006.



[Signature]
Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION
(Phase 1)

Lot 1, Riverfront Place, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

EXHIBIT "B"

CONDOMINIUM PLANS

**DECLARATION AND MASTER DEED
OF RIVERFRONT PLACE
CONDOMINIUM PROPERTY REGIME**

Revised: June 1, 2006

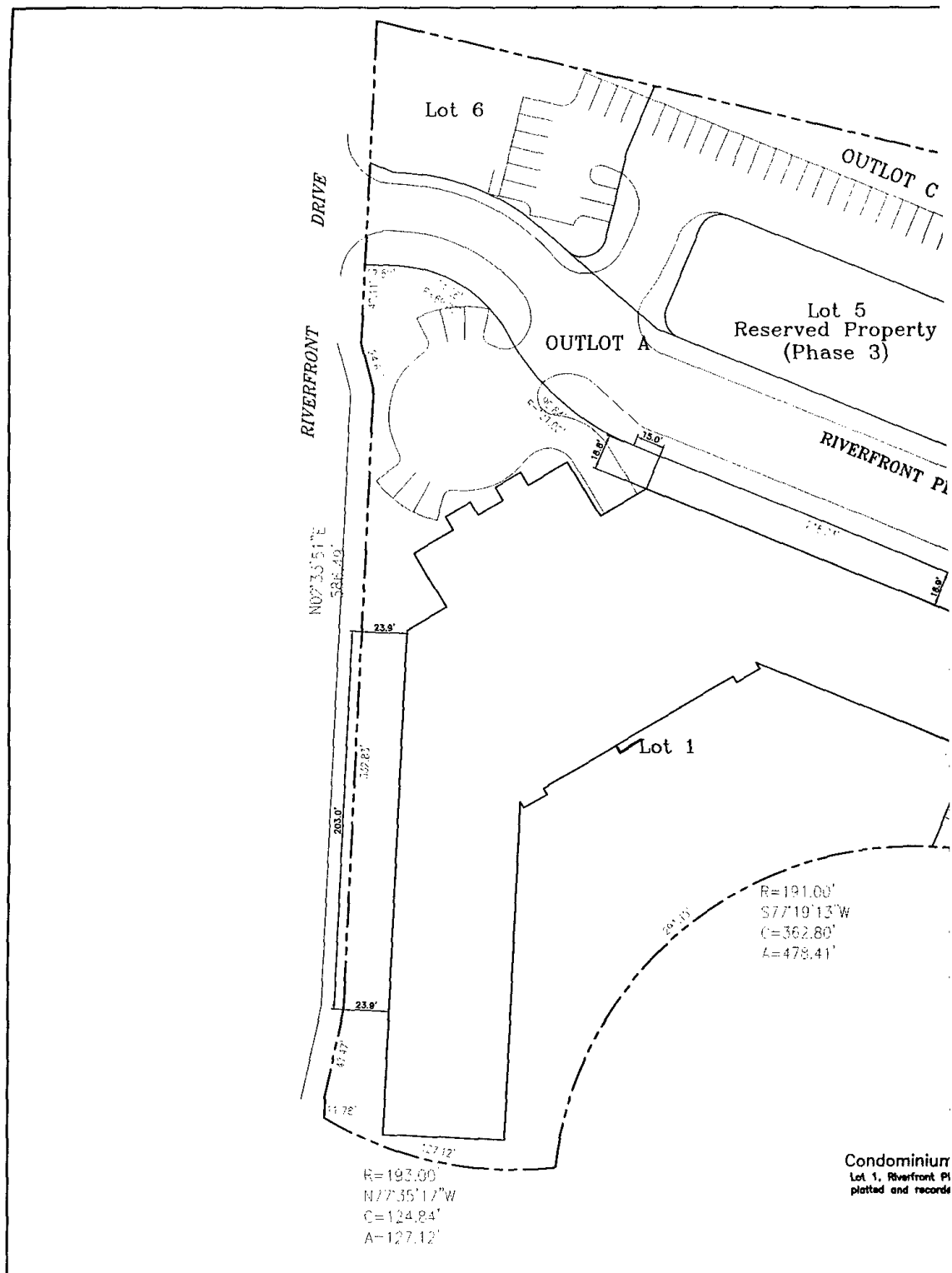
EXHIBIT C-1: ALLOCATION OF UNDIVIDED INTERESTS

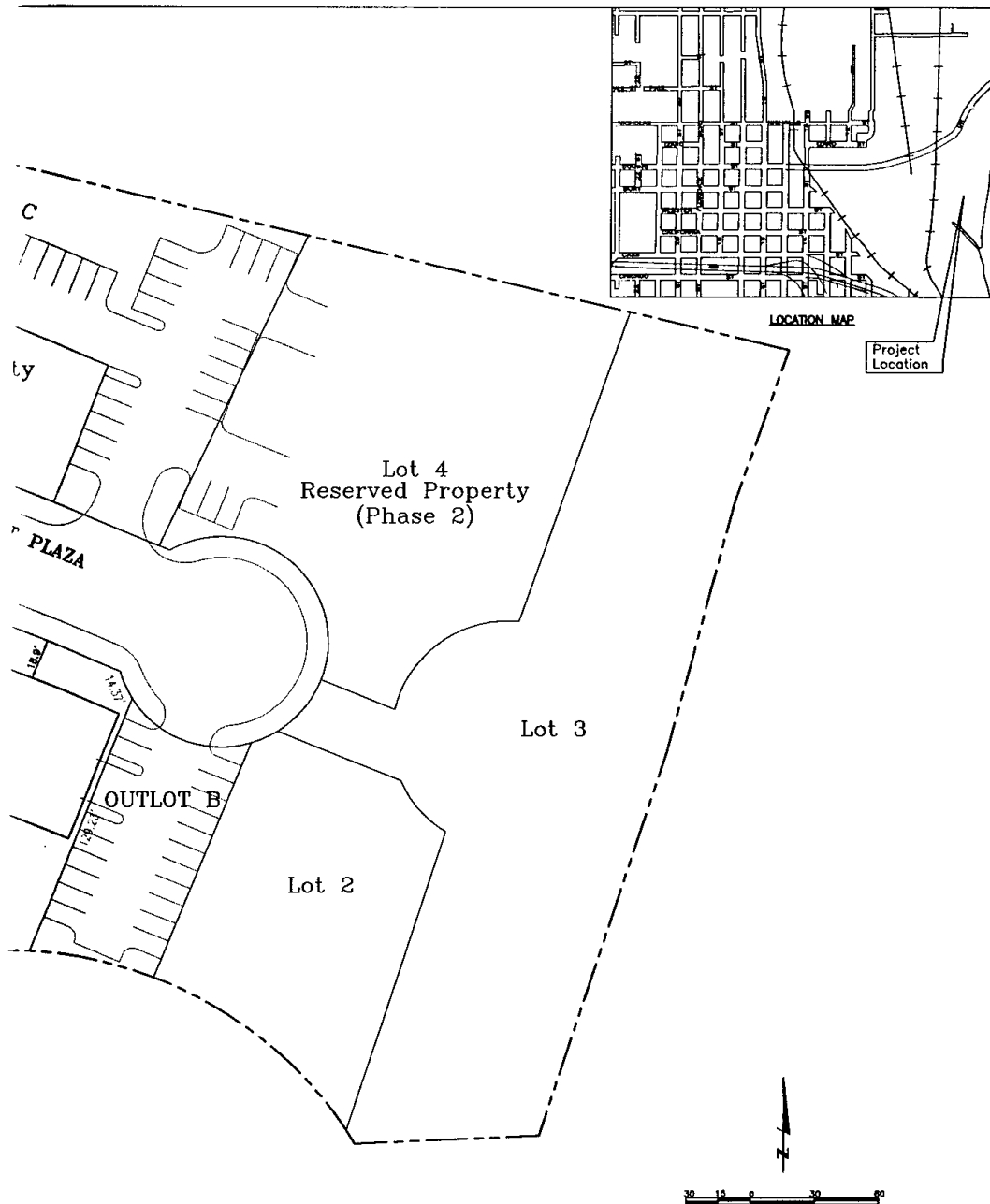
	<u>Unit No.</u>	<u>SqFt</u>	<u>Allocated Percentage</u>
<u>Townhomes</u>			
	1	2,862	2.46%
	2	2,627	2.26%
	3	2,627	2.26%
	4	2,627	2.26%
	5	2,627	2.26%
	6	2,627	2.26%
	7	2,026	1.74%
	8	2,026	1.74%
	9	2,026	1.74%
	10	2,026	1.74%
	11	2,627	2.26%
	12	2,627	2.26%
	13	2,627	2.26%
	14	2,627	2.26%
	15	2,627	2.26%
	16	2,627	2.26%
	17	2,182	1.88%
	18	2,350	2.02%
<u>Tower Units</u>			
	2A	1,294	1.11%
	2B	1,052	0.90%
	2C	968	0.83%
	2D	1,403	1.21%
	2E	1,403	1.21%
	3A	1,294	1.11%
	3B	1,052	0.90%
	3C	1,052	0.90%
	3D	1,403	1.21%
	3E	1,403	1.21%
	4D	1,403	1.21%
	4E	1,403	1.21%
	4F	1,704	1.46%
	4G	1,704	1.46%
	5D	1,403	1.21%
	5E	1,403	1.21%
	5F	1,704	1.46%
	5G	1,704	1.46%
	6D	1,403	1.21%
	6E	1,403	1.21%
	6F	1,704	1.46%
	6G	1,704	1.46%
	7D	1,403	1.21%
	7E	1,403	1.21%
	7F	1,704	1.46%
	7G	1,704	1.46%
	8K	2,120	1.82%
	8L	2,030	1.74%
	8M	2,030	1.74%
	9K	2,120	1.82%
	9L	2,030	1.74%
	9M	2,030	1.74%
	10H	2,926	2.51%
	10J	2,926	2.51%
	11H	2,926	2.51%
	11J	2,926	2.51%
	12H	2,926	2.51%
	12J	2,926	2.51%
	PH	4,878	4.19%
	TOTALS	116,369	100.00%

**DECLARATION AND MASTER DEED
OF RIVERFRONT PLACE
CONDOMINIUM PROPERTY REGIME**

EXHIBIT C-2: ALLOCATION OF UNDIVIDED INTERESTS - TOWER ONLY

<u>Tower Units</u>	<u>Unit No.</u>	<u>SqFt</u>	<u>Allocated Percentage</u>
	2A	1,294	1.80%
	2B	1,052	1.46%
	2C	968	1.34%
	2D	1,403	1.95%
	2E	1,403	1.95%
	3A	1,294	1.80%
	3B	1,052	1.46%
	3C	1,052	1.46%
	3D	1,403	1.95%
	3E	1,403	1.95%
	4D	1,403	1.95%
	4E	1,403	1.95%
	4F	1,704	2.37%
	4G	1,704	2.37%
	5D	1,403	1.95%
	5E	1,403	1.95%
	5F	1,704	2.37%
	5G	1,704	2.37%
	6D	1,403	1.95%
	6E	1,403	1.95%
	6F	1,704	2.37%
	6G	1,704	2.37%
	7D	1,403	1.95%
	7E	1,403	1.95%
	7F	1,704	2.37%
	7G	1,704	2.37%
	8K	2,120	2.95%
	8L	2,030	2.82%
	8M	2,030	2.82%
	9K	2,120	2.95%
	9L	2,030	2.82%
	9M	2,030	2.82%
	10H	2,926	4.07%
	10J	2,926	4.07%
	11H	2,926	4.07%
	11J	2,926	4.07%
	12H	2,926	4.07%
	12J	2,926	4.07%
	PH	4,878	6.78%
TOTALS		71,974	100.00%





Condominium Property Boundary
Riverfront Place, a subdivision, as surveyed,
recorded in Douglas County, Nebraska.



drawn by JMK	reference 12/10/06
designed by JMK	
reviewed by JMK	
job number 03075.02-201	
revisions	
<p>This document is a PRELIMINARY version which has not been adopted. This should not be considered a certified document.</p>	
<p>WWW.LEA-INC.COM</p> <p>Lamp, Rynearson & Associates, Inc.</p> <p>14710 West Dodge Road, Suite 100 Omaha, Nebraska 68154-2027</p> <p>RIVERFRONT PLACE DOUGLAS COUNTY, NEBRASKA</p>	
<p>CONDOMINIUM PLAN SITE PLAN</p>	
job number-lease 03075.02-201	book page
date 04/21/2006	
sheet 1 of 16	

NOTES AND DEFINITIONS:

1. THE "COMMON AREA" OF THIS PROJECT SHOWN HEREON IS THE LAND AND REAL PROPERTY INCLUDED WITHIN THE BOUNDARY LINES OF SAID LOT 1 OF PLAT ENTITLED "RIVERFRONT PLACE" EXCEPTING THEREFROM THOSE PORTIONS SHOWN AND DEFINED HEREIN AS UNITS 1 TO 18 AND TOWER UNITS LEVEL TWO TO TWELVE AND THE PENTHOUSE LEVELS INCLUSIVE.
 2. EACH OF THE UNITS 1 TO 18 INCLUSIVE IS COMPOSED OF TWO OR MORE AIRSPACES AS SET FORTH IN THE COMPLETE LISTING OF UNITS ON THE CHART ON THIS SHEET.
 3. THE FOLLOWING ARE NOT A PART OF A UNIT; BEARING WALLS, COLUMNS, HORIZONTAL SUPPORTS, VERTICAL SUPPORTS, FLOORS, ROOFS, FOUNDATIONS, PATIO WALLS, AND BALCONY WALLS, FENCES, STEPS AND RAILINGS, CHIMNEYS, EXTERIOR LIGHTING FIXTURES, PIPES, DUCTS, FLUES, CONDUITS, WIRES AND OTHER UTILITY INSTALLATIONS, WHEN LOCATED WITHIN A COMMON WALL, EXCEPT THE OUTLETS THEREOF WHEN LOCATED WITHIN THE UNIT, OR AS OTHERWISE PROVIDED IN THE RECORDED C.C.&R'S FOR THIS PROJECT.
 4. EACH OF THE AIRSPACES SHOWN ON THE FOLLOWING SHEETS IS A LIVING AREA; THE BOUNDARIES OF EACH SUCH LIVING AREA IS AS FOLLOWS:
 - (A) THE LOWER VERTICAL BOUNDARY IS THE SURFACE OF THE UNFINISHED FLOOR EXCLUDING STRUCTURE AND SUBSTRUCTURE.
 - (B) THE UPPER VERTICAL BOUNDARY OF SAID AIRSPACES IS THE FINISHED SURFACE OF THE CEILING STRUCTURE AS DEPICTED ON THE ARCHITECTURAL RECORD DRAWINGS. THE SOFFITED AREAS AS SHOWN ON THE ARCHITECTURAL RECORD DRAWINGS ARE NOT PART OF ANY UNIT.
 - (C) THE LATERAL BOUNDARIES ARE THE INTERIOR SURFACES OF THE PERIMETER WALLS, WINDOWS AND DOORS THEREOF.
- EACH SUCH LIVING AREA INCLUDES THE SURFACE SO DESCRIBED, THE PORTIONS OF THE BUILDINGS AND IMPROVEMENTS INCLUDED WITHIN SAID BOUNDARIES, THE AIR SPACE SO ENCOMPASSED, EXCEPT AS STATED IN NOTE 3 THIS SHEET.

UNIT LISTING:

UNIT No.	SHEET	AIR SPACE
1	3	LCA 1-1, 1-1
	4	LCA 1-2, 1-2
	5	LCA 1-3, 1-3
2	3	LCA 2-1, 2-1
	4	LCA 2-2, 2-2
	5	LCA 2-3, 2-3
3	3	LCA 3-1, 3-1
	4	LCA 3-2, 3-2
	5	LCA 3-3, 3-3
4	3	LCA 4-1, 4-1
	4	LCA 4-2, 4-2
	5	LCA 4-3, 4-3
5	3	LCA 5-1, 5-1
	4	LCA 5-2, 5-2
	5	LCA 5-3, 5-3
6	3	LCA 6-1, 6-1
	4	LCA 6-2, 6-2
	5	LCA 6-3, 6-3
7	3	LCA 7-1, 7-1
	4	LCA 7-2, 7-2
	5	LCA 7-3, 7-3
8	3	LCA 8-1, 8-1
	4	LCA 8-2, 8-2
	5	LCA 8-3, 8-3
9	3	LCA 9-1, 9-1
	4	LCA 9-2, 9-2
	5	LCA 9-3, 9-3
10	3	LCA 10-1, 10-1
	4	LCA 10-2, 10-2
	5	LCA 10-3, 10-3
11	3	LCA 11-1, 11-1
	4	LCA 11-2, 11-2
	5	LCA 11-3, 11-3
12	3	LCA 12-1, 12-1
	4	LCA 12-2, 12-2
	5	LCA 12-3, 12-3
13	3	LCA 13-1, 13-1
	4	LCA 13-2, 13-2
	5	LCA 13-3, 13-3
14	3	LCA 14-1, 14-1
	4	LCA 14-2, 14-2
	5	LCA 14-3, 14-3
15	3	LCA 15-1, 15-1
	4	LCA 15-2, 15-2
	5	LCA 15-3, 15-3
16	3	LCA 16-1, 16-1
	4	LCA 16-2, 16-2
	5	LCA 16-3, 16-3
17	3	LCA 17-1, 17-1
	4	LCA 17-2, 17-2
	5	LCA 17-3, 17-3
18	3	LCA 18-1, 18-1
	4	LCA 18-2, 18-2
	5	LCA 18-3, 18-3

UNIT LISTING:

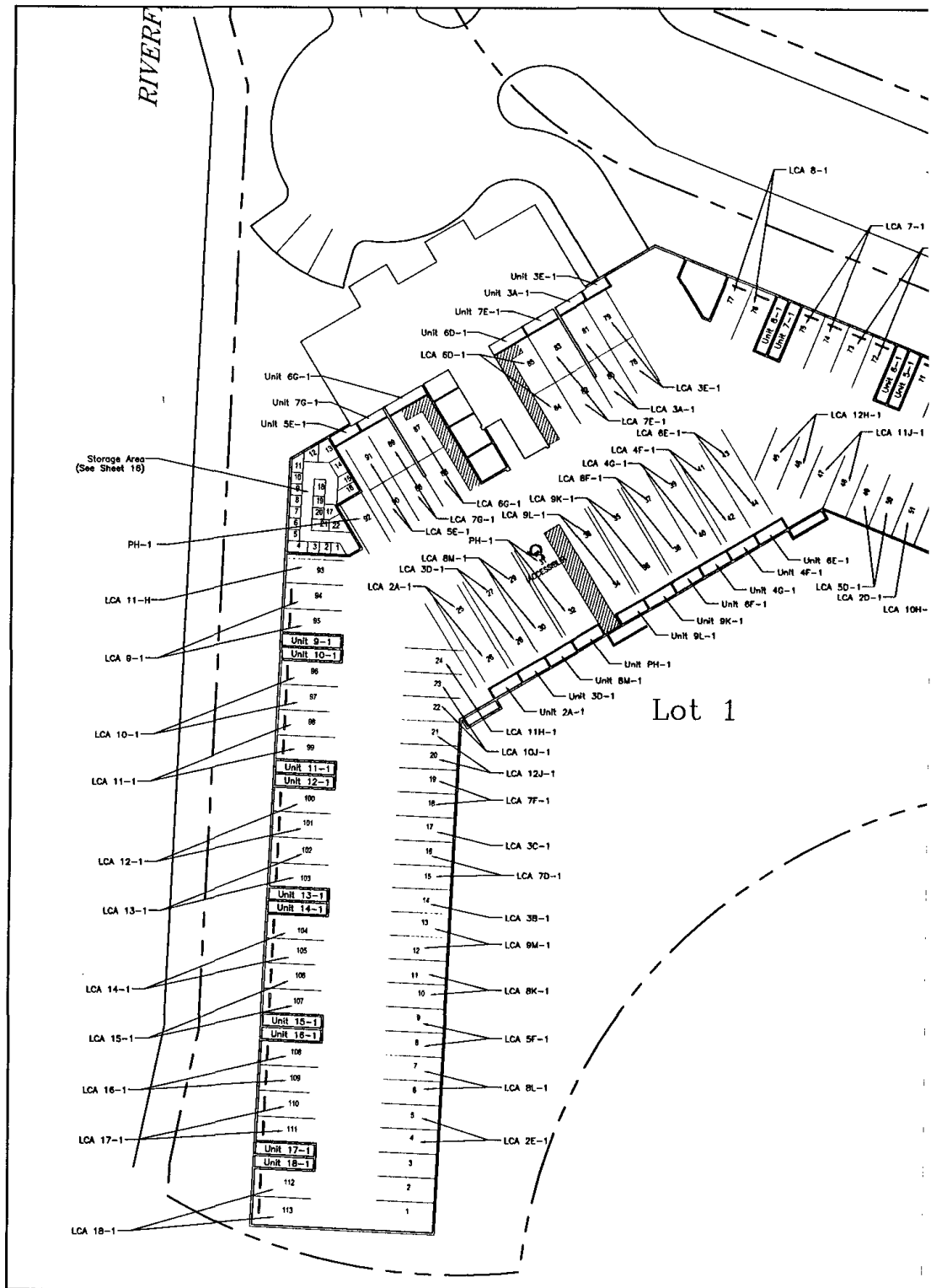
UNIT No.	SHEET	AIR SPACE
2A	3	LCA 2A-1, 2A-1
	4	LCA 2A-2, 2A
2B	3	LCA 2B-1
	4	LCA 2B-2, 2B
	16	2B-1
2C	3	LCA 2C-1
	4	LCA 2C-2, 2C
	16	2B-1
2D	3	LCA 2D-1
	4	LCA 2D-2, 2D
	16	2D-1
2E	3	LCA 2E-1
	4	LCA 2E-2, 2E
	16	2E-1
3A	3	LCA 3A-1, 3A-1
	5	LCA 3A-3, 3A
3B	3	LCA 3B-1
	5	LCA 3B-3, 3B
	16	3B-1
3C	3	LCA 3C-1
	5	LCA 3C-3, 3C
	16	3C-1
3D	3	LCA 3D-1, 3D-1
	5	LCA 3D-3, 3D
3E	3	LCA 3E-1, 3E-1
	5	LCA 3E-3, 3E
4D	3	LCA 4D-1
	6	LCA 4D-4, 4D
	16	4D-1
4E	3	LCA 4E-1, 4E-1
	6	LCA 4E-4, 4E
	16	4E-1
4F	3	LCA 4F-1, 4F-1
	6	LCA 4F-4, 4F
4G	3	LCA 4G-1, 4G-1
	6	LCA 4G-4, 4G
5D	3	LCA 5D-1
	7	LCA 5D-5, 5D
	16	5D-1
5E	3	LCA 5E-1, 5E-1
	7	LCA 5E-5, 5E
5F	3	LCA 5F-1
	7	LCA 5F-5, 5F
	16	5F-1
5G	3	LCA 5G-1
	7	LCA 5G-5, 5G
	16	5G-1
6D	3	LCA 6D-1, 6D-1
	8	LCA 6D-6, 6D
6E	3	LCA 6E-1, 6E-1
	8	LCA 6E-6, 6E
6F	3	LCA 6F-1, 6F-1
	8	LCA 6F-6, 6F
6G	3	LCA 6G-1, 6G-1
	8	LCA 6G-6, 6G
7D	3	LCA 7D-1
	9	LCA 7D-7, 7D
	16	7D-1
7E	3	LCA 7E-1, 7E-1
	9	LCA 7E-7, 7E
7F	3	LCA 7F-1
	9	LCA 7F-7, 7F
	16	7F-1
7G	3	LCA 7G-1, 7G-1
	9	LCA 7G-7, 7G
8K	3	LCA 8K-1
	10	LCA 8K-10, 8K
	16	8K-1
8L	3	LCA 8L-1
	10	LCA 8L-10, 8L
	16	LCA 8L-1
8M	3	LCA 8M-1, 8M-1
	10	LCA 8M-10, 8M
9K	3	LCA 9K-1, 9K-1
	11	LCA 9K-11, 9K
9L	3	LCA 9L-1, 9L-1
	11	LCA 9L-11, 9L
9M	3	LCA 9M-1
	11	LCA 9M-1, 9M
	16	9M-1
10H	3	LCA 10H-1
	12	LCA 10H-10, 10H
	16	10H-1
10J	3	LCA 10J-1
	12	LCA 10J-10, 10J
	16	10J-1
11H	3	LCA 11H-1
	13	LCA 11H-11, 11H
	16	11H-1
11J	3	LCA 11J-1
	13	LCA 11J-11, 11J
	16	11J-1

UNIT LISTING(CONT.):

UNIT No.	SHEET	AIR SPACE
12H	3	LCA 12H-1
	14	LCA 12H-12, 12H
	16	12H-1
12J	3	LCA 12J-1
	14	LCA 12J-12, 12J
	16	12J-1
PH	3	LCA PH-1, PH-1
	15	LCA PH-PH, PH

drawn by BRL	reference
designed by MCM	
reviewed by JJA	
project/revision 03075.02-201 NOTES AND DEFINITIONS	
relations	
This document is a PRELIMINARY version which has never been sealed. This matter should not be considered a certified document.	
WWW.LRA-INC.COM (PH) 402.496.2498 (FAX) 402.496.2730	Lamp, Rynearson & Associates, Inc. 14710 West Dodge Road, Suite 100 Omaha, Nebraska 68134-2027
RIVERFRONT PLACE DOUGLAS COUNTY, NEBRASKA	
CONDOMINIUM PLAN NOTES AND DEFINITIONS	
job number-lease 03075.02-201 book page	date 04/21/2008
sheet 2 of 16	

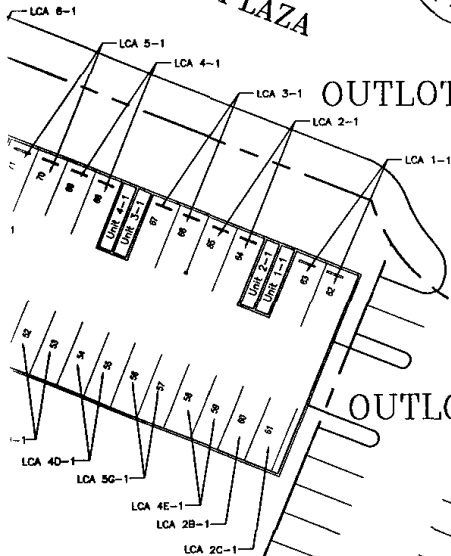




RIVERFRONT PLAZA

OUTLOT A

OUTLOT B



LEGEND

LCA 9-1

Limited Common Area

Unit

Level



drawn by
designed by
reviewed by

publications
revisions

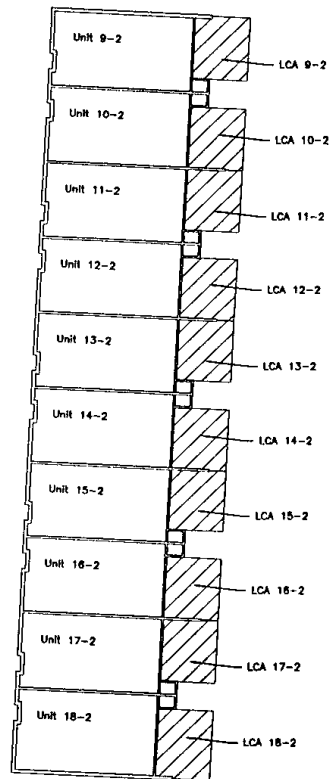
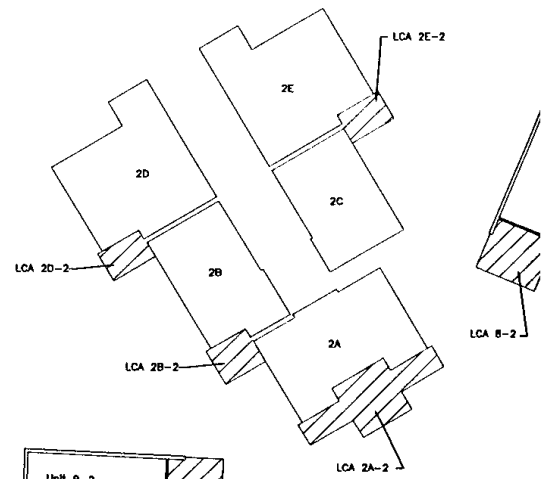
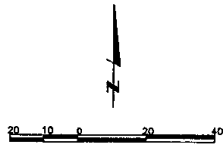
This document is a preliminary version which has never been sealed. This map should not be considered a certified document.

WWW.LRA-INC.COM
(PH) 402.496.2498
(FAX) 402.496.2730


Lamp, Ryterson & Associates, Inc.
14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-0027
RIVERFRONT PLACE
DOUGLAS COUNTY, NEBRASKA

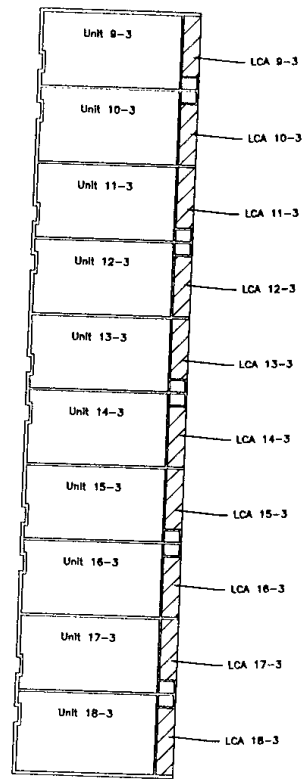
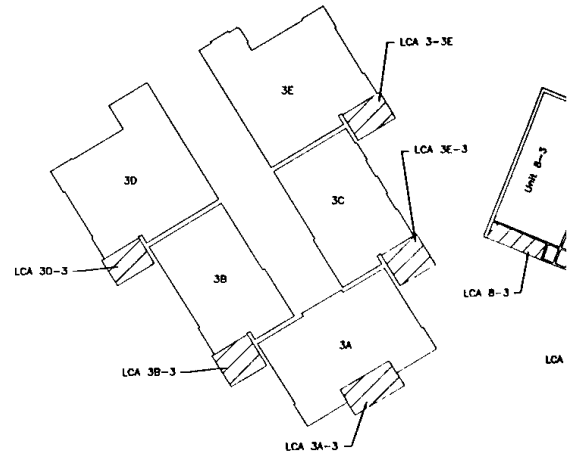
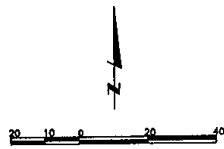
CONDOMINIUM PLAN
GROUND FLOOR

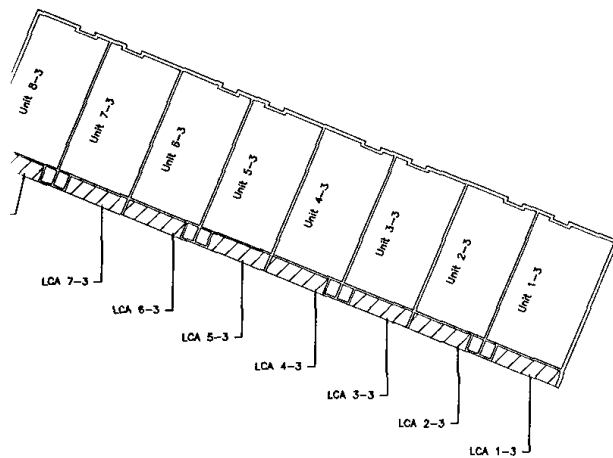
job number-lease
03075.02-201
book page
date 04/21/2008
sheet 3 of 16





<p>drawn by ML</p> <p>designed by ML</p> <p>reviewed by ML</p> <p>path internal ASB/TA/ML</p>	<p>reference 61/5000</p>
<p>revisions</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>This document is a PRELIMINARY version which has never been sealed. This model should not be considered a certified document.</p>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p>Lamp, Rynearson & Associates, Inc.</p>  <p>14710 West Dodge Road, Suite 100 Omaha, Nebraska 68154-2027</p> </div> <div style="width: 40%; text-align: right;"> <p>WWW.LRA.INC.COM</p> <p>(P) 402.946.2498 (F) 402.996.2730</p> </div> </div>	
<p>CONDOMINIUM PLAN SECOND FLOOR</p>	
<p>RIVERFRONT PLACE DOUGLAS COUNTY, NEBRASKA</p>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p>job number - suite 03075.02 - 201</p> <p>book page</p> <p>date 04/21/2006</p> <p>sheet 4 of 16</p> </div> <div style="width: 40%;"></div> </div>	



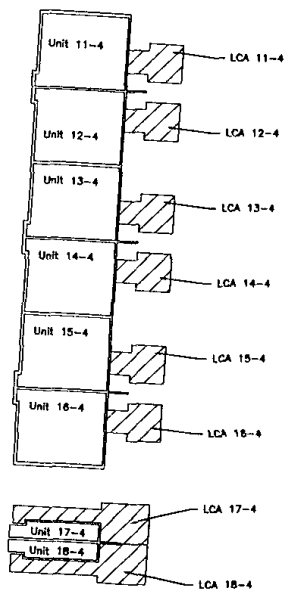
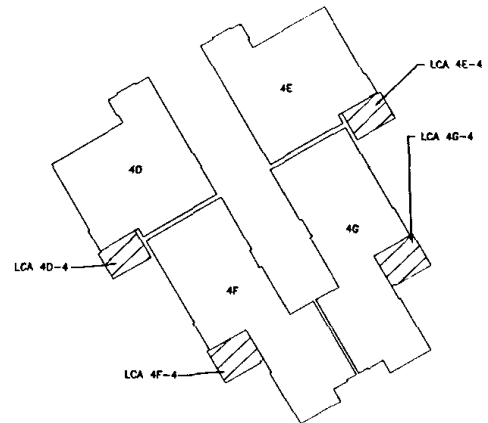
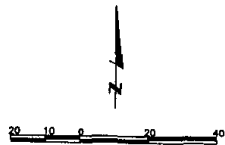


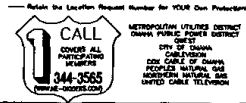
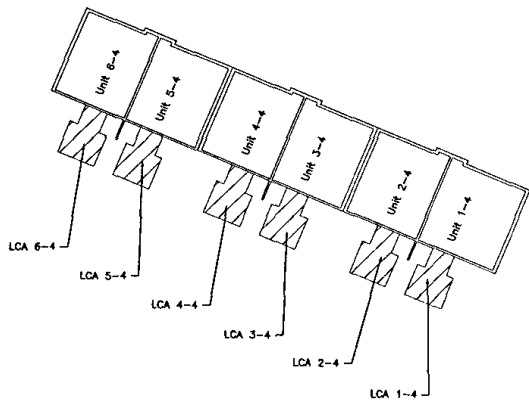
Retain the Location Request Number for YOUR Own Protection

1 CALL
 COVER ALL
 METROPOLITAN
 MEMBERS
 344-3565
 (www.1-call.com)

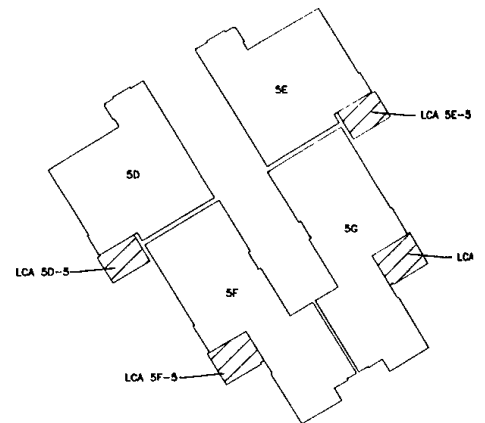
METROPOLITAN UTILITIES DISTRICT
 DAVIS PUBLIC UTILITY DISTRICT
 CITY OF DALLAS
 CITY OF SAN ANTONIO
 CITY OF SAN JOSE
 CITY OF SAN FRANCISCO
 CITY OF SEATTLE
 CITY OF PORTLAND
 CITY OF PHOENIX
 CITY OF LOS ANGELES
 CITY OF HOUSTON
 CITY OF CHICAGO
 CITY OF BOSTON
 CITY OF BALTIMORE
 CITY OF ALBUQUERQUE

drawn by JAL	reference 03-0008
designed by JAL	
reviewed by JAL	
published 03/23/2008	
<p>This document is a PRELIMINARY version which has never been sealed. This model should not be considered a certified document.</p>	
<p>WWW.LRA-INC.COM</p> <p>Lamp, Rynearson & Associates, Inc. 14710 West Dodge Road, Suite 100 Omaha, Nebraska 68134-2027 (Ph) 402.496.2498 (Fax) 402.496.2730</p> <p>RIVERFRONT PLACE DOUGLAS COUNTY, NEBRASKA</p>	
<p>CONDOMINIUM PLAN THIRD FLOOR</p>	
job number-lease 03075.02-201	
book page	
date 04/21/2008	
sheet 5 of 16	





Drawn by RAC	Project Number 03075.02
Designed by RAC	
Reviewed by LAC	
This document is a preliminary version which has never been sealed. This model should not be considered a certified document.	
WWW.LRA-1.COM (Ph) 402.496.2498 (Fax) 402.496.2730	
Lamp, Rynearson & Associates, Inc. 14710 West Dodge Road, Suite 100 Omaha, Nebraska 68154-2027	
RIVERFRONT PLACE DOUGLAS COUNTY, NEBRASKA	
CONDOMINIUM PLAN FOURTH FLOOR	
Job number - task 03075.02 - 201	book page
date 04/21/2008	
sheet 6 of 16	



-- LCA 5G-5

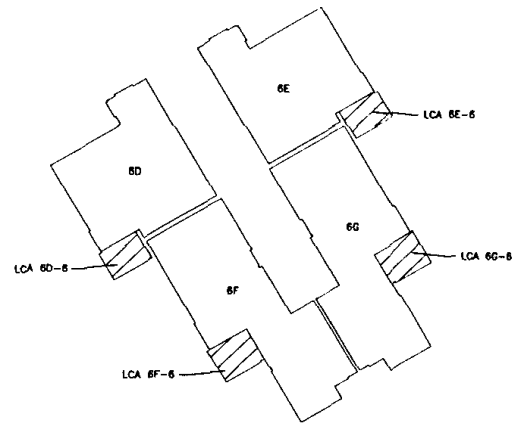
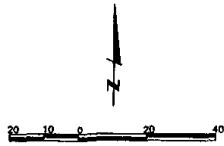
1 CALL


COVERS ALL PARTICIPATING MEMBERS

344-3665

(TOLL FREE - BIDDING ONLY)

METROPOLITAN UTILITIES DISTRICT
DANISH POWER & LIGHT DISTRICT
CITY OF OMAHA
OMAHA TELEVISION
CSC CABLE OF OMAHA
PEOPLES NATURAL GAS
NORTHERN NATURAL GAS
UNITED CABLE TELEVISION




drawn by RK	
designed by MP	
reviewed by TA	
checked by TA	

revision

revision

This document is a PRELIMINARY version which has never been issued. This media should not be considered a certified document.

WWW.LRA-INC.COM
(P) 402.496.2498
(F) 402.496.2730

 **Lamp, Rynearson & Associates, Inc.**
14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-2027
**RIVERFRONT PLACE
DOUGLAS COUNTY, NEBRASKA**

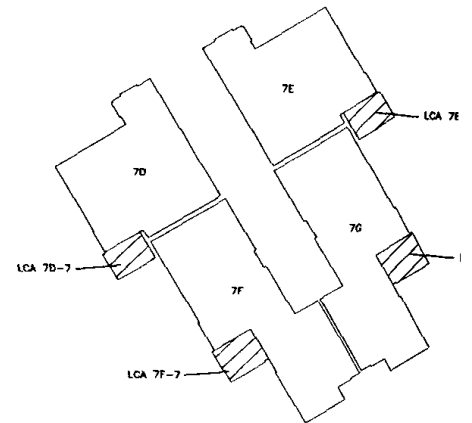
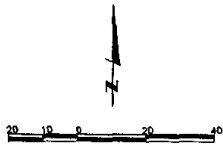
**CONDOMINIUM PLAN
SIXTH FLOOR**

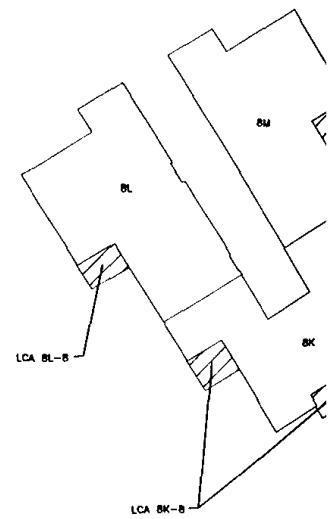
job number-lease 03075-02-201
book page
date 04/21/2006
sheet 8 of 16

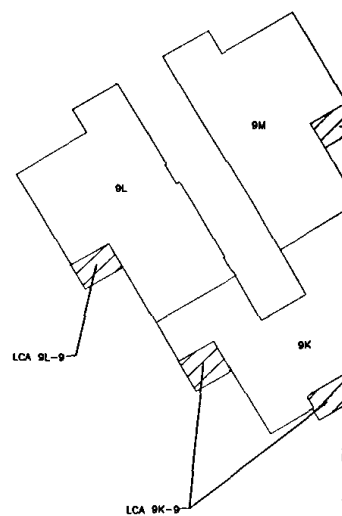
Print the Location Report Number for YOUR Own Protection

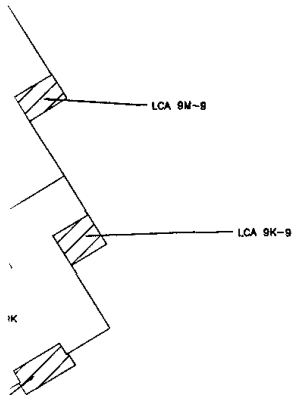
1 CALL
COVERS ALL
PARTICIPATING
MEMBERS
344-3565
NEAR MISSOURI

METROPOLITAN UTILITIES DISTRICT
DANISH PUBLIC POWER DISTRICT
CITY OF OMAHA
CITY OF LINCOLN
CITY OF SIOUX FALLS
CITY OF YUTON
CITY OF GARDEN CITY
CITY OF HASTINGS
CITY OF NEBRASKA
CITY OF PLOMBO
CITY OF SHELTON
CITY OF WATKINS
CITY OF WYOMING
CITY OF YUTON
CITY OF GARDEN CITY
CITY OF HASTINGS
CITY OF NEBRASKA
CITY OF PLOMBO
CITY OF SHELTON
CITY OF WATKINS
CITY OF WYOMING

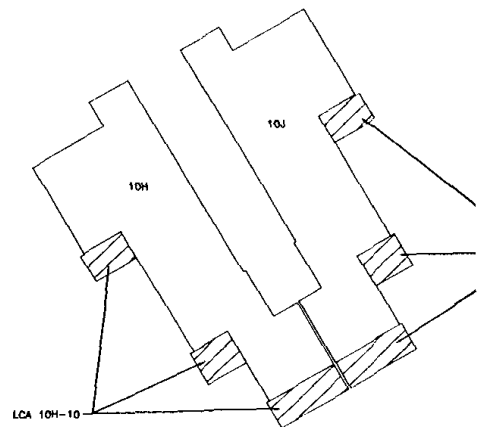
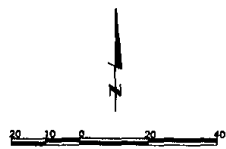








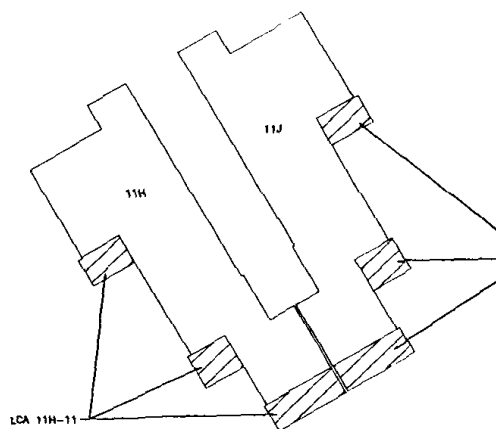
Drawn by designed by reviewed by LBA	Job Number 03075.02-201
This document is a PRELIMINARY version which has never been issued. This model should not be considered a certified document.	
WWW.LBA-INC.COM (Ph) 402.496.2498 (Fax) 402.496.2710	
L. Lamp, Rynearson & Associates, Inc. 14710 West Dodge Road, Suite 100 Omaha, Nebraska 68154-2027	
RIVERFRONT PLACE DOUGLAS COUNTY, NEBRASKA	
CONDOMINIUM PLAN NINTH FLOOR	
Job Number-Book 03075.02-201 book page	
date 04/21/2006	
sheet 11 of 16	

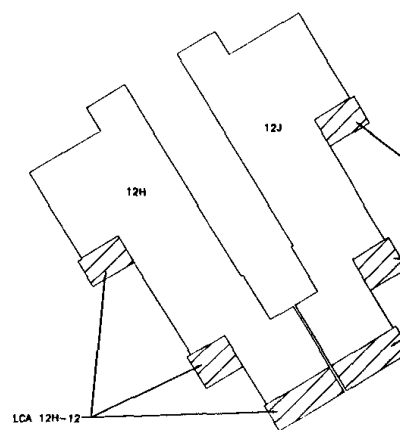
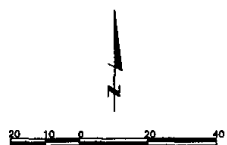


LCA 101-10



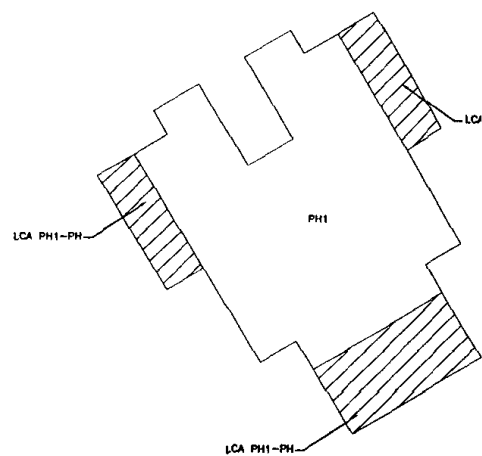
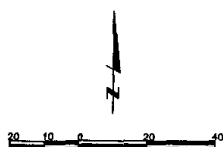
drawn by R.K.	checked by M.P.	approved by T.A.	revision 03/21/06
<p>This document is a PRELIMINARY version which has never been issued. This media should not be considered a certified document.</p>			
<p>WWW.LRA-INC.COM</p> <p>(P) 402.996.2498</p> <p>(F) 402.996.2710</p>		<p>Lamp, Rynearson & Associates, Inc.</p> <p>14710 West Dodge Road, Suite 100</p> <p>Omaha, Nebraska 68154-2027</p>	
<p>CONDOMINIUM PLAN</p> <p>TENTH FLOOR</p>		<p>RIVERFRONT PLACE</p> <p>DOUGLAS COUNTY, NEBRASKA</p>	
<p>job number - sheet</p> <p>03073.02 - 201</p>		<p>book page</p>	
<p>date</p> <p>04/21/2006</p>		<p>sheet</p> <p>12 of 16</p>	



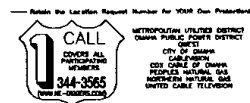




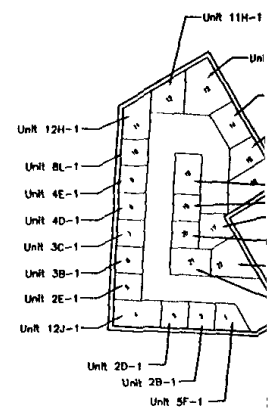
CONDOMINIUM PLAN TWELFTH FLOOR	Lamp, Rynearson & Associates, Inc. 14710 West Dodge Road, Suite 100 Omaha, Nebraska 68154-2237	WWW.LRA-INC.COM (876) 402-496-2498 (Fax) 402-496-2730	drawn by JMK designed by JMK reviewed by JMK 03075.02-201	12/10/06 01/10/06
	This document is a PRELIMINARY version which has never been noted. This inside should not be considered a certified document.			
	14710 West Dodge Road, Suite 100 Omaha, Nebraska 68154-2237			
	RIVERFRONT PLACE DOUGLAS COUNTY, NEBRASKA			
job number-tittle 03075.02-201 book page date 04/21/2006 sheet 14 of 16				



LCA PH1-PH



drawn by JAC	revision 000000
designed by JAC	
reviewed by JAC	
path-name 000000	
revision	
This document is a PROBABILITY version which has never been tested. This model should not be considered a certified document.	
WWW.LRA-INC.COM	
Lamp, Rynearson & Associates, Inc.	
14710 West Dodge Road, Suite 100 Omaha, Nebraska 68154-2227	
(P) 402.496.2498 (F) 402.496.2730	
RIVERFRONT PLACE DOUGLAS COUNTY, NEBRASKA	
CONDOMINIUM PLAN PENTHOUSE FLOOR	
Job Number-Book 03075.02-201	
book	page
date 04/21/2008	
sheet 15 of 16	



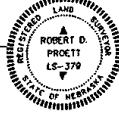
NT PLACE

C, being a replatting of Lots 16 and 18, GALLUP
ed, platted and recorded in Douglas County, Nebraska.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I have made a boundary survey of the subdivision herein and that permanent monuments have been placed at all angle points, corners and ends of curves on the boundary of the plot and that a bond has been posted with the City of Omaha, Nebraska, to ensure that permanent monuments will be placed at all angle points, corners and ends of curves on all lots and streets in the subdivision to be known as RIVERFRONT PLACE (Lots 1 through 6, inclusive, and Outlots A, B, and C) being a replatting of Lots 16 and 18, GALLUP UNIVERSITY RIVERFRONT CAMPUS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described by metes and bounds as follows: Beginning at the southwest corner of Lot 5, GALLUP UNIVERSITY RIVERFRONT CAMPUS; Thence South 78°37'49" East (bearing referenced to the Final Plat of GALLUP UNIVERSITY RIVERFRONT CAMPUS) for 669.67 feet along the south line of Lot 5, 4 and 5, GALLUP UNIVERSITY RIVERFRONT CAMPUS to the northeast corner of Outlot 4, GALLUP UNIVERSITY RIVERFRONT CAMPUS; Thence South 14°46'59" West for 76.79 feet along said west line to an angle point thereat; Thence South 14°46'59" West for 122.74 feet along said west line to the northeast corner of Outlot 5, GALLUP UNIVERSITY RIVERFRONT CAMPUS; Thence South 17°51'06" West for 182.58 feet along the west line of Outlot 5 to the northeast corner of Lot 18, GALLUP UNIVERSITY RIVERFRONT CAMPUS; Thence South 87°31'48" West for 86.44 feet along said north line; Thence along a curve to the left (having a radius of 191.00 feet and a long chord bearing South 77°18'13" West for 362.80 feet) for an arc length of 478.41 feet along said north line; Thence along a curve to the right (having a radius of 193.00 feet and a long chord bearing North 77°35'17" West for 124.84 feet) for an arc length of 127.12 feet along said north line to the east right of way line of Riverfront Drive; Thence North 02°33'51" East for 586.49 feet along said east right of way line to the Point of Beginning. Contains 6.182 acres.

Robert D. Proett LS-379
Date: May 8, 2004



DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That We, the CITY OF OMAHA, a Municipal Corporation in the State of Nebraska, being the sole owner of the land described within the Land Surveyor's Certificate and embraced within this plat, have caused said land to be subdivided into lots and streets to be numbered and named as shown herein, said subdivision to be hereafter known as RIVERFRONT PLACE, (Lots 1 through 6, inclusive, and Outlots A, B, and C) and we do hereby ratify and approve of the disposition of our property as shown on this plat and do hereby grant the easements as shown hereon. We do further grant a perpetual easement to the Omaha Public Power District and West and to any company which has been granted a franchise under the authority of the City Council of Omaha, Nebraska, and to Metropolitan Utilities District of Omaha, their successors and assigns, and to the City of Omaha, Nebraska, for the construction of their respective utilities over Outlot A. We do further grant a perpetual easement to the Omaha Public Power District and West and to any company which has been granted a franchise under the authority of the City Council of Omaha, Nebraska, to provide a cable television system in the area to be subdivided, their successors and assigns, to operate, maintain, repair and renew cables, conduits and other related facilities; and to extend therein cables for the carrying and transmission of electric current for light, heat, and power and for the transmission of signals and sounds of all kinds including signals provided by cable television systems, and the reception thereon, through, under, and across an eight foot (8') wide strip of land abutting the perimeter of the plat. No permanent structure, tree, retaining wall, nor loose rock walls shall be placed in the above described easements, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

City of Omaha, OWNER

Mike Foley
Mayor, City of Omaha



Attested by the City Clerk, Deputy

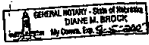
ACKNOWLEDGMENT OF NOTARIES

State of Nebraska)
County of Douglas) SS

On this 22 day of May, 2004, A.D., before me, a Notary Public, duly commissioned and qualified for said County, appeared Mike Foley, who is personally known to me to be the identical person whose name is affixed to the above instrument as Mayor of the CITY OF OMAHA, OWNER, and he did acknowledge his execution of the foregoing Dedication to be his voluntary act and deed as such Officer and the voluntary act and deed of said City.

Witness my hand and official seal the said last aforesaid.

Diane M. Bower
Notary Public



COUNTY ENGINEER'S CERTIFICATE

This plat of RIVERFRONT PLACE (Lots 1 through 6, inclusive, and Outlots A, B and C) was reviewed by me, the County Engineer's Office.

Date: May 8, 2004
Douglas County Engineer

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I find no regular nor special taxes due or delinquent against the property described in the Land Surveyor's Certificate and embraced herein, as shown by the records of this office.

This 31 day of May, 2004.

Douglas County Treasurer



APPROVAL OF CITY ENGINEER OF OMAHA

I HEREBY APPROVE this plat of RIVERFRONT PLACE (Lots 1 through 6, inclusive, and Outlots A, B and C) as to the design standards.

on 28 day of May, 2004.

Henry Villarejo
City Engineer

I HEREBY CERTIFY that adequate provisions have been made for the compliance with Chapter 53 of the Omaha Municipal Code.

Date: 5/26/04
Henry Villarejo
City Engineer

APPROVAL OF CITY PLANNING BOARD

This plat of RIVERFRONT PLACE (Lots 1 through 6, inclusive, and Outlots A, B and C) was approved by the CITY PLANNING BOARD.

on 2nd day of June, 2004.

Chairman, CITY PLANNING BOARD

APPROVAL OF OMAHA CITY COUNCIL

This plat of RIVERFRONT PLACE (Lots 1 through 6, inclusive, and Outlots A, B and C) was approved and accepted by the City Council of Omaha, Nebraska.

on 13th day of July, 2004.

Mike Foley
Mayor

City Clerk



Drawn by: RUD
Designed by: ROP
Reviewed by: WEL
Post/Revised: 03/07/04/03/07/04/01/04
Revisions:

07-35049-new
07-19057-011
FEE: 400.00
SMP: 400.00
CD: 400.00
COMP: 400.00
SCAM: 400.00
PV: 400.00

WWW.LKA-INC.COM
(PA) 402.496.2498
(Fax) 402.496.2730

Lumpkin Associates, Inc.
1400 North 16th Street, Suite 100
Omaha, Nebraska 68114-2027

FINAL PLAT
Job number: 03075.00 / 01
book: 03075
date: May 8, 2004
sheet: 1 of 1

RIVERFRONT

Lots 1 through 6, inclusive, and Outlots A, B, and C, b
UNIVERSITY RIVERFRONT CAMPUS, a subdivision, as surveyed,

