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Register of Deeds, Douglas County, NE  
4/2/2015 13:39:03.52



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**SECOND AMENDMENT TO MASTER DECLARATION  
OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS OF  
RIVERFRONT PLACE MASTER ASSOCIATION, INC.**

This Second Amendment to Master Declaration of Covenants, Easements, Conditions and Restrictions of Riverfront Place Master Association, Inc. ("Second Amendment") is made this 6<sup>th</sup> day of February, 2015, by RFP Residential, LLC, a Nebraska limited liability company, successor-in-interest to Riverfront Partners, LLC, a Nebraska limited liability company (hereinafter referred to as the "Declarant").

**WITNESSETH:**

WHEREAS, this Second Amendment is made effective pursuant to the terms and provisions of the Master Declaration of Covenants, Easements, Conditions and Restrictions of Riverfront Place Master Association, Inc. dated October 4, 2006, and recorded in the Office of the Douglas County Register of Deeds on October 4, 2006, as Instrument No. 200611443<sup>3</sup> (the "Declaration").

WHEREAS, pursuant to Article XIV, Section 14.02, the Declarant desires to amend various material provisions of the Declaration.

NOW, THEREFORE, Declarant, for the purposes set forth above, does hereby amend the Declaration, and further states and declares as follows:

1. Recitals. The Recitals as set forth above are hereby incorporated into this Second Amendment as if fully set forth herein.

2. Definitions. Unless otherwise defined in this Second Amendment, all capitalized terms used in this Second Amendment will have the same meanings ascribed to such terms in the Declaration.

3. Amendments. Pursuant to Section 14.02 of the Declaration, Declarant hereby amends the Declaration as follows:

A. Article I, Section 1.26 of the Declaration is hereby amended in its entirety as follows:

FULL

RJR

FULLENKAMP, DOYLE & JOBEUN  
11440 WEST CENTER ROAD  
OMAHA, NE 68144-4482

attn: Brianna Johnson

***“Voting Power of the Association.*** The Association shall have three (3) classes of voting membership as follows:

- (a) ***Class A.*** The Class A Members shall be all Owners of the Commercial Lots, with the exception of Declarant. Class A Members shall be assigned one (1) vote for each Commercial Lot owned by such Member. If any lot has a mix of uses, i.e., commercial retail/office and residential, then the Owner of the commercial retail/office portion of the lot or any condominium association formed to govern such lot shall be deemed to be a Class A Member and shall be entitled to cast one (1) vote for that portion of the lot that is used for commercial retail/office purposes.
- (b) ***Class B.*** The Class B Member shall be all Owners of the Residence Lots, with the exception of Declarant; provided, however, that upon conveyance of the first condominium constructed on a Residence Lot, the Riverfront Place Condominium Association, Inc. shall become the Member for purposes of such Lot. The Class B Member shall be assigned two (2) votes for each Residence Lot. If any lot has a mix of uses, i.e., commercial retail/office and residential, then the Owner of the residential portion of the lot or any condominium association formed to govern such lot shall be deemed to be a Class B Member and shall be entitled to cast two (2) votes for that portion of the lot that is used for residential purposes.
- (c) ***Class C.*** The Class C Member shall be the Declarant. The Class C Member shall be assigned seven (7) votes until such time as Declarant no longer has an ownership interest in any of the Commercial Lots or in any Condominium located in the Residence Lot Area.

Any action by the Association which must have the approval of the Members before being undertaken shall require the vote or written assent of a majority of the total Voting Power of the Association.

So long as there is a Class C Member, no amendment of this Section 1 shall be adopted unless such amendment also is consented to by the Class C Member.”

- B. Article II, Section 2.02(f) of the Declaration is hereby amended in its entirety as follows:

“Construction of improvements to the Commercial Lots or Residence Lots in any phase that has been annexed to the Development as set forth above need not necessarily proceed in the order that the phase was annexed. In the event the foregoing causes modifications to the budget of the Association for any such annexed phase, Declarant shall modify the budget prior to the close of escrow for the sale of the first Commercial Lot, the lease of a Commercial Lot subsequent to the issuance of a certificate of occupancy for the improvements constructed on the Lot, or close of escrow for the sale of the first Residential Unit, in such phase.”

- C. Article II, Section 2.02(g) of the Declaration is hereby amended in its entirety as follows:

“Other than the Phase 2 Property, no additional property may be annexed to the Development.”

- D. Article IV, Section 4.01 of the Declaration is hereby amended in its entirety as follows:

***“Common Area.*** The Common Area in Phase I shall be conveyed by Declarant to the Association prior to the conveyance of the first Condominium in Phase I. The Common

Common Facilities. Each Commercial Lot, Residence Lot, and Condominium is hereby declared to have an easement over all of the Common Area, for the benefit of the Commercial Lots, Residence Lots, and Condominiums, the Owners of the Commercial Lots, Residence Lots, Condominiums and each of them for their respective families, guests and invitees, tenants and lessees, and employees for all of the purposes and uses herein set forth and without limiting the generality of the foregoing, for ingress, egress and utilities, over and through the Common Area, and the right of the Association, except as provided in Article II, Section 2.02(d) of this Declaration”

- E. Article IV, Section 4.08(b) is hereby amended in its entirety, as follows:

“City’s obligation to maintain and repair the Riverwalk Recreation Trail along the eastern boundary of the Development and indemnification obligations associated therewith (see Section 4.11 below);”

- F. Article IV, Section 4.08(d) is hereby deleted in its entirety from the Declaration.

- G. The easement granted in Article IV, Section 4.09 is hereby released and terminated. Accordingly, Exhibit “C” to the Declaration is hereby deleted in its entirety from the Declaration.

- H. Article IV, Section 4.11 is hereby amended in its entirety as follows:

**“Lot 2, Replat 1 –Phase 2.** Upon the annexation of Phase 2 to the Development, Lot 2, Replat 1 shall be included in the Common Area of the Development. Lot 2, Replat 1 is intended to be improved as a public plaza with certain public amenities.”

- I. Article IV, Section 4.12 is hereby deleted in its entirety and stricken from the Declaration.

- J. Article IV, Section 4.13(a) is hereby amended in its entirety as follows:

“The Developer agrees to grant to the City an access and maintenance easement across the Common Area known as Outlot A.”

4. Indexing. This Second Amendment shall be indexed against all of the lots and units within the Riverfront Place Condominium Regime as further described on Exhibit “A” attached hereto.

5. No Other Amendments. Except as set forth in this Second Amendment, the Declaration shall remain in full force and effect.

*[Signatures on following pages]*

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be executed on the day and year first above written.

RFP RESIDENTIAL, LLC, a Nebraska  
limited liability company

by: Riverfront Holdings, LLC, a Nebraska  
limited liability company, its sole member

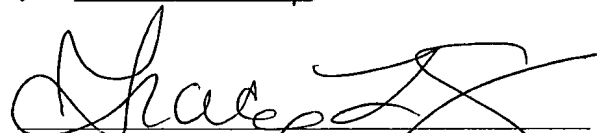
By:   
Kim R. McGuire, Manager

STATE OF California  
Santa ) ss.  
COUNTY OF Barbara

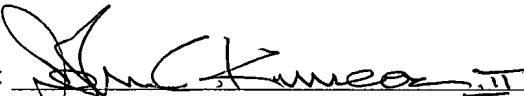
Before me, a Notary Public in and for said County and State, personally appeared Kim R. McGuire, by me known to be the Manager of Riverfront Holdings, LLC, a Nebraska limited liability company, being the sole member of RFP Residential, LLC, a Nebraska limited liability company, who acknowledged the execution of the foregoing Second Amendment to Master Declaration of Covenants, Easements, Conditions and Restrictions of Riverfront Place Master Association, Inc. on behalf of said limited liability company.

Witness my hand and Notarial Seal this 6<sup>th</sup> day of February, 2015 4.1.0.

[Seal]

  
Notary Public



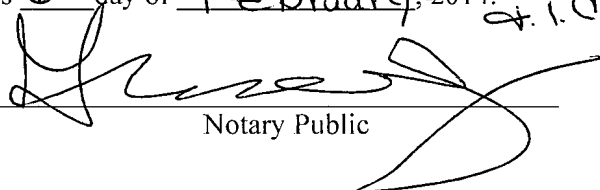
By:   
John C. Kinnear, III, Manager

STATE OF California  
COUNTY OF Santa Barbara ) ss.  
Barbara

Before me, a Notary Public in and for said County and State, personally appeared John C. Kinnear, III, by me known to be the Manager of Riverfront Holdings, LLC, a Nebraska limited liability company, being the sole member of RFP Residential, LLC, a Nebraska limited liability company, who acknowledged the execution of the foregoing Second Amendment to Master Declaration of Covenants, Easements, Conditions and Restrictions of Riverfront Place Master Association, Inc. on behalf of said limited liability company.

Witness my hand and Notarial Seal this 6<sup>th</sup> day of February, 2015.  
J.C.

[Seal]

  
Notary Public



**EXHIBIT 'A'**

**LEGAL DESCRIPTION**

Outlots A and B, Riverfront Place, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and;

Units No. 1 thru 18, inclusive, and Units 2A thru 2E, inclusive, 3A thru 3E, inclusive, 4D thru 4G, inclusive, 5D thru 5G, inclusive, 6D thru 6G, inclusive, 7D thru 7G, inclusive, 8K thru 8M, inclusive, 9K thru 9M, inclusive, 10H and 10J, 11H and 11J, 12H and 12J, and the Penthouse, together with their respective individual Allocated Interests in the Common Elements created by the Declaration and Master Deed of Riverfront Place Condominium Property Regime that was recorded in the Office of the Douglas County Register of Deeds on October 4, 2006, Instrument No. 2006114433.



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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
8/31/2015 14:07:32.02



2015073197

## SECOND AMENDMENT TO DECLARATION AND MASTER DEED OF RIVERFRONT PLACE CONDOMINIUM PROPERTY REGIME

This Second Amendment to Declaration and Master Deed of Riverfront Place Condominium Property Regime ("Second Amendment") is made effective as of January 2, 2015 (the "Effective Date") by Riverfront Place Condominium Association, Inc., a Nebraska nonprofit corporation (the "Association").

### RECITALS

A. The Riverfront Place Condominium was created as a condominium under the Nebraska Condominium Act by the recording of a Declaration and Master Deed of Riverfront Place Condominium Property Regime with the Douglas County Register of Deeds on October 4, 2006 as Instrument No. 2006114433 (the "Original Declaration").

B. The Original Declaration was amended by a First Amendment to Declaration and Master Deed of Riverfront Place Condominium Property Regime which was recorded with the Douglas County Register of Deeds on February 18, 2011 as Instrument No. 2011017013 (the "First Amendment") (the Original Declaration, as amended by the First Amendment, is herein referred to as the "Declaration" and capitalized terms used but not defined herein are as defined in the Declaration).

C. Pursuant to the terms of Section 5.3 of the Declaration, the Association has approved a transfer of the storage spaces originally assigned by the Declaration to Units 2-6H and 2-11P, and the Association and the affected unit owners desire to document and provide notice of such transfer as contemplated by Section 5.3 of the Declaration.

NOW, THEREFORE, pursuant to the authority granted to the Association in Section 5.3 of the Declaration, the Association hereby amends the Declaration as follows:

RETURN: RIVERFRONT PLACE CONDO ASSOC.

555 RIVERFRONT PLAZA

OMAHA, NE 68102

✓  
061479

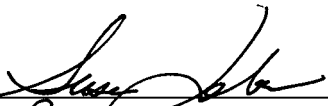
1. As of the Effective Date, Sheets 3, 4, and 6 of the Plans which were attached as Exhibit B-1 to the First Amendment are deleted and replaced with the revised Sheets 3, 4, and 6 attached to this Second Amendment as Exhibit A.

2. The owners of the units effected by this Second Amendment have executed this Second Amendment below to confirm their consent to the terms of this Second Amendment.

3. Except as expressly amended in this Second Amendment, the Declaration (as previously amended) shall remain in full force and effect in its original form. This Second Amendment may be executed in multiple counterparts, all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be executed on the day and year first above written.

RIVERFRONT PLACE CONDOMINIUM  
ASSOCIATION, INC.

By:   
Its: President  
SUSAN LEBENS

CONSENTED TO BY:

\_\_\_\_\_  
Samuel J. Meisels

\_\_\_\_\_  
Alice Meisels

RFP COMMERCIAL, LLC

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



1. As of the Effective Date, Sheets 3, 4, and 6 of the Plans which were attached as Exhibit B-1 to the First Amendment are deleted and replaced with the revised Sheets 3, 4, and 6 attached to this Second Amendment as Exhibit A.

2. The owners of the units effected by this Second Amendment have executed this Second Amendment below to confirm their consent to the terms of this Second Amendment.

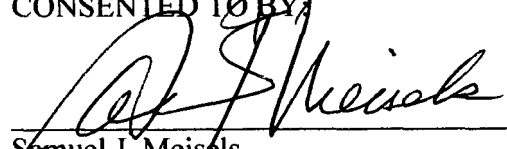
3. Except as expressly amended in this Second Amendment, the Declaration (as previously amended) shall remain in full force and effect in its original form. This Second Amendment may be executed in multiple counterparts, all of which taken together shall constitute a single instrument.

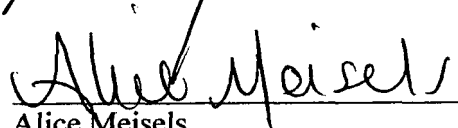
IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be executed on the day and year first above written.

RIVERFRONT PLACE CONDOMINIUM  
ASSOCIATION, INC.

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

CONSENTED TO BY:

  
\_\_\_\_\_  
Samuel J. Meisels

  
\_\_\_\_\_  
Alice Meisels

RFP COMMERCIAL, LLC

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

1. As of the Effective Date, Sheets 3, 4, and 6 of the Plans which were attached as Exhibit B-1 to the First Amendment are deleted and replaced with the revised Sheets 3, 4, and 6 attached to this Second Amendment as Exhibit A.

2. The owners of the units effected by this Second Amendment have executed this Second Amendment below to confirm their consent to the terms of this Second Amendment.

3. Except as expressly amended in this Second Amendment, the Declaration (as previously amended) shall remain in full force and effect in its original form. This Second Amendment may be executed in multiple counterparts, all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be executed on the day and year first above written.

RIVERFRONT PLACE CONDOMINIUM  
ASSOCIATION, INC.

By: 

Its: Managing Member  
T.L.S.

CONSENTED TO BY:

Samuel J. Meisels

Alice Meisels

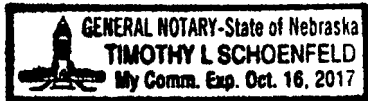
RFP COMMERCIAL, LLC

By: 

Its: Managing Member

[illegible]

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of MAY, 2015, by SUSAN LEBENS, PRESIDENT of Riverfront Place Condominium Association, Inc., on behalf of the corporation.



  
Notary Public

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Samuel J. Meisels and Alice Meisels, husband and wife.

---

Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, \_\_\_\_\_ of RFP Commercial, LLC, on behalf of the company.

---

Notary Public

**STATE OF NEBRASKA            )**  
   ) **ss.**  
**COUNTY OF DOUGLAS        )**

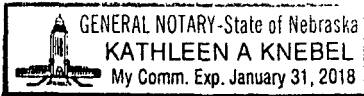
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, \_\_\_\_\_ of Riverfront Place Condominium Association, Inc., on behalf of the corporation.

**Notary Public**

**STATE OF NEBRASKA            )**  
                                       **) ss.**  
**COUNTY OF DOUGLAS          )**

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January, 2015, by Samuel J. Meisels and Alice Meisels, husband and wife.

Kathleen A. Knebel  
Notary Public



STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, \_\_\_\_\_ of RFP Commercial, LLC, on behalf of the company.

**Notary Public**

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN FRANCISCO

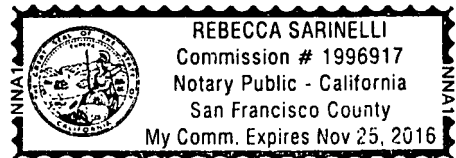
On 2-17-15 before me, Rebecca Sarinelli  
(insert name and title of the officer)

personally appeared Kim R. McGuire,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rebecca Sarinelli (Seal)



## **EXHIBIT A**

THE "COMMON AREA" OF THIS PROJECT SHOWS HEREON IS THE LAND AND SOIL PROPERTY INCLUDED WITHIN THE BOUNDARY LINES OF SAID LOT 3 OF PLAT ENTITLED "POWERLINE PLACE REPLAY II" EXCEPTING THEREFROM THOSE PORTIONS SHOWN AND OWNED HEREIN AS LOWER LOTS LEVEL TWO TO THIRTEEN AND THE PORTFOLIO LOTS INCLUDING:

1. THE FOLLOWING ARE NOT A PART OF A UNIT: BEARING WALLS, COLLUMS, HORIZONTAL WALLS, STAIRS, STOPS AND BALUNGS, CHIMNEYS, EXTERIOR LIGHTING FIXTURES, POTS, DUCTS, FLUERS, CONDENSATE WIRES AND OTHER UTILITY INSTALLATIONS, WHICH LOCATED WITHIN THE BOUNDARY LINES OF SAID LOT 3 OF PLAT ENTITLED "POWERLINE PLACE REPLAY II" ARE OTHERWISE PROVIDED IN THE RECORDED DECLARATION FOR THIS PROJECT.
- 2.

[illegible]

**EXHIBIT A**





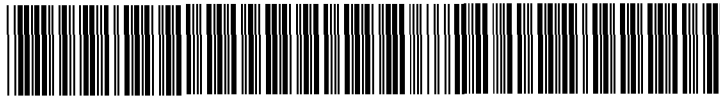


## Riverfront Place Condominium

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 4D, 4E, 4F, 4G, 5D, 5E, 5F, 5G, 6D, 6E, 6F, 6G, 7D, 7E, 7F, 7G, 8K, 8L, 8M, 9K, 9L, 9M, 10H, 10J, 11H, 11J, 12H, 12J, PH, 2-3A, 2-3B, 2-3C, 2-3D, 2-3E, 2-3F, 2-3G, 2-4A, 2-4B, 2-4C, 2-4D, 2-4E, 2-4F, 2-4G, 2-5A, 2-5B, 2-5C, 2-5D, 2-5E, 2-5F, 2-5G, 2-6A, 2-6H, 2-6J, 2-6K, 2-6L, 2-7A, 2-7H, 2-7J, 2-7K, 2-7L, 2-8A, 2-8H, 2-8J, 2-8K, 2-8L, 2-9M/N, 2-9P, 2-9Q, 2-10M/N, 2-10P, 2-10Q, 2-11M/N, 2-11P, 2-11Q, 2-12R, 2-12S, 2-13R, 2-13S, and 2-PH, together with their respective individual allocated interests in the common elements, all as created by that certain Declaration and Master Deed of Riverfront Place Condominium Property Regime recorded with the Douglas County Register of Deeds on October 4, 2006 as Instrument No. 2006114433, as amended by that certain First Amendment to Declaration and Master Deed of Riverfront Place Condominium Property Regime recorded with the Douglas County Register of Deeds on February 18, 2011 as Instrument No. 2011017013.



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Fee amount: 40.00  
FB: 07-33029  
COMP: SB

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
03/16/2016 13:36:07.00



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After recording, please return to:

Scott D. Jochim, Esq.  
Crocker, Huck, Kasher, DeWitt, Anderson &  
Gonderinger, L.L.C.  
2120 S. 72<sup>nd</sup> Street, Suite 1200  
Omaha, NE 68124

**CORRECTIVE FIRST AMENDMENT TO DECLARATION AND MASTER DEED OF  
RIVERFRONT PLACE CONDOMINIUM PROPERTY REGIME**

*March* This Corrective First Amendment to Declaration and Master Deed of Riverfront Place Condominium Property Regime ("Corrective First Amendment") is made this 3<sup>rd</sup> day of ~~February~~, 2016, by RFP Residential, LLC, a Nebraska limited liability company, successor-in-interest to Riverfront Partners, LLC, a Nebraska limited liability company (hereinafter referred to as the "Declarant").

**WITNESSETH:**

WHEREAS, this Corrective First Amendment is made to correct the First Amendment to Declaration and Master Deed of Riverfront Place Condominium Property Regime dated February 10, 2011, and recorded in the Office of the Douglas County Register of Deeds on October 18, 2011 as Instrument No. 2011017013 (the "First Amendment");

WHEREAS, the First Amendment amended the Declaration and Master Deed of Riverfront Place Condominium Property Regime dated October 4, 2006, and recorded in the Office of the Douglas County Register of Deeds on October 4, 2006, as Instrument No. 2006114433 (the "Declaration");

WHEREAS, the First Amendment was indexed and recorded against the Units and property legally described as set forth on Exhibit "A" attached hereto;

WHEREAS, this Corrective First Amendment should similarly be indexed and recorded against the Units and property legally described as set forth on Exhibit "A" attached hereto;

WHEREAS, this Corrective First Amendment is meant to correct paragraph 3(L) of the First Amendment, which itself deleted and replaced Section 7.1(b) of the Declaration;

WHEREAS, the First Amendment omitted language meant to limit potential liability for the Association (as defined in the Declaration) that was included in Section 7.1(b) of the original Declaration and intended by the Declarant to be included in the amended language in paragraph 3(L) of the First Amendment;

WHEREAS, this Corrective First Amendment is meant to correct the First Amendment so that it accurately reflects the intention of the Declarant at the time the First Amendment was executed.

NOW, THEREFORE, Declarant, for the purposes set forth above, does hereby correct the First Amendment as follows:

1. Paragraph 3(L) of the First Amendment is hereby corrected to read as follows:

The second paragraph in Section 7.1(b) shall be deleted in its entirety and replaced with the following:

Despite any provision herein 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. If a Unit Owner places any personal property, or installs or constructs any fixtures or Improvements within such Unit Owner's Unit or within or on any of the Common Elements, including any Limited Common Elements, with or without the approval of the Declarant and/or the Association, the Unit Owner shall be responsible for: (a) all costs of repairing, maintaining, relocating and/or replacing (to the extent necessary), any such personal property, fixtures or Improvements within such Unit Owner's Unit or within the Common Elements, including any Limited Common Element, and (b) any damage that occurs to any other Units, Common Elements, or any Limited Common Elements to the extent that such damages are caused by or result from the installation, construction, repair, maintenance, relocation and/or replacement of such personal property, fixtures, or Improvements installed by such Unit Owner. If the Unit Owner removes any such personal property, fixtures or Improvements identified by the Association as potentially causing damage to Common Elements or Limited Common Elements within forty-eight (48) hours after receiving written notification from the

Association to remove specific personal property, fixtures or Improvements required to allow the Association to repair the Common Elements or Limited Common Elements, or such damages are not exacerbated by or caused by the installation, construction, repair, maintenance, relocation and/or replacement of such personal property, fixtures or Improvements installed by the Unit Owner; then the Unit Owner shall not be liable or responsible for such loss or damage to any other Unit, the Common Elements or Limited Common Elements. In the event that it becomes necessary for the Declarant or the Association, or any contractor of either of them, to make any repairs to any of the Common Elements or Limited Common Elements and such personal property, fixtures, or Improvements installed by a Unit Owner in the Common Elements or Limited Common Elements must be removed to allow such repairs, the Unit Owner will promptly remove such personal property, fixtures or Improvements at the sole cost of the Unit Owner. The Unit Owner removing such personal property, fixtures or Improvements will also have sole responsibility for the cost of any re-installation thereof. In addition, the Unit Owner shall be solely responsible for the risk of any loss or damage to such personal property, fixtures and/or Improvements installed by the Unit Owner within the Common Elements or Limited Common Elements for any cause whatsoever unless such loss or damage is caused by the negligence or willful misconduct of the Declarant or the Association, or any contractor of either of them, as the case may be. The Unit Owners shall be entitled to receive the benefit of any and all warranties held in the name of the Declarant and/or the Association to the extent applicable and to the extent permitted by law for any repairs to items that have been occasioned by any act or omission of the Declarant and/or its respective contractors in installation and construction of the Improvements and for repairs of any warranted components of the Improvements that were installed or constructed by the Declarant's contractors. The Unit Owners hereby grant the Declarant and/or the Association an easement for the purposes of inspecting, maintaining, repairing, and reconstructing the damages caused by the events set forth in Subsections (i) through (iii) of this paragraph of Section 7.1(b).

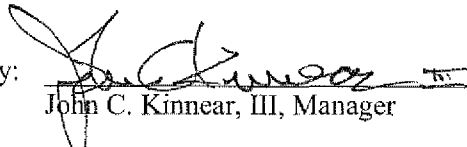
2. Except as set forth in this Corrective First Amendment, the First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Corrective First Amendment to be executed on the day and year first above written.

RFP RESIDENTIAL, LLC, a Nebraska limited liability company

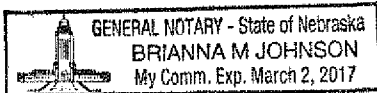
By: Riverfront Holdings, LLC, a Nebraska limited liability company, its sole member

By:   
Kim R. McGuire, Manager

By:   
John C. Kinnear, III, Manager

STATE OF Nebraska )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me on this 10<sup>th</sup> day of March, 2016, by KIM R. MCGUIRE, Manager of Riverfront Holdings, LLC, a Nebraska limited liability company, the sole member of RFP Residential, LLC, a Nebraska limited liability company.



  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of February, 2016, by JOHN C. KINNEAR, III, Manager of Riverfront Holdings, LLC, a Nebraska limited liability company, the sole member of RFP Residential, LLC, a Nebraska limited liability company.

  
Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Santa Barbara )

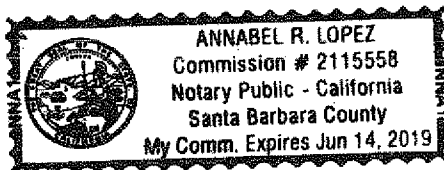
On March 3rd 2016 before me, Annabel R Lopez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared John C. Kinnear III  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Annabel R. Lopez  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Riverfront Place Document Date: 3/3/16

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

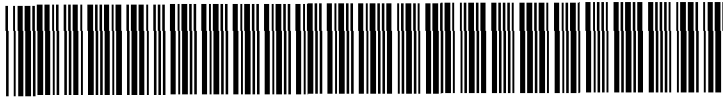
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF UNITS**

Units No. 1 thru 18, inclusive, and Units 2A thru 2E, inclusive, 3A thru 3E, inclusive, 4D thru 4G, inclusive, 5D thru 5G, inclusive, 6D thru 6G, inclusive, 7D thru 7G, inclusive, 8K thru 8M, inclusive, 9K thru 9M, inclusive, 10H and 10J, 11H and 11J, 12H and 12J, and the Penthouse (PH), together with their respective individual Allocated Interests in the Common Elements created by the Declaration and Master Deed of Riverfront Place Condominium Property Regime that was recorded in the Office of the Douglas County Register of Deeds on October 4, 2006, Instrument No. 2006114433.





MISC 2016055467



JUL 13 2016 16:45 P 10

Fee amount: 64.00  
FB: 07-33029  
COMP: LC

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
07/13/2016 16:45:34.00



2016055467

After recording, please return to:  
Riverfront Place Condominium Association, Inc.  
c/o Scott D. Jochim, Esq.  
Croker, Huck, Kasher, DeWitt, Anderson &  
Gonderinger, L.L.C.  
2120 S. 72<sup>nd</sup> Street, Suite 1200  
Omaha, NE 68124

### **THIRD AMENDMENT TO DECLARATION AND MASTER DEED OF RIVERFRONT PLACE CONDOMINIUM PROPERTY REGIME**

This Third Amendment to Declaration and Master Deed of Riverfront Place Condominium Property Regime ("Third Amendment") is made effective as of JULY 5, 2016 (the "Effective Date") by Riverfront Place Condominium Association, Inc., a Nebraska nonprofit corporation (the "Association").

#### **RECITALS**

A. The Condominium was created by, and is governed by, a Declaration and Master Deed of Riverfront Place Condominium Property Regime recorded with the Douglas County Register of Deeds on October 4, 2006 as Instrument No. 2006114433 ("Original Declaration"), as amended by a First Amendment to Declaration and Master Deed of Riverfront Place Condominium Property Regime recorded with the Douglas County Register of Deeds on February 18, 2011 as Instrument No. 2011017013 and as corrected by a Corrective First Amendment to Declaration and Master Deed of Riverfront Place Condominium Property Regime recorded with the Douglas County Register of Deeds on March 16, 2016 at Instrument No. 2016018712 ("First Amendment"), and as amended by a Second Amendment to Declaration and Master Deed of Riverfront Place Condominium Property Regime recorded with the Douglas County Register of Deeds on August 31, 2015 as Instrument No. 2015073197 ("Second Amendment")(the Original Declaration, the First Amendment, and the Second Amendment are collectively referred to as and defined herein as the "Declaration").

B. Pursuant to the terms of Section 5.3 of the Declaration, the Association has approved a transfer of the parking and adjacent storage spaces originally assigned by the

Declaration to Units 8M and 5E, and the Association and the affected unit owners desire to document and provide notice of such transfer as contemplated by Section 5.3 of the Declaration.

NOW, THEREFORE, pursuant to the authority granted to the Association in Section 5.3 of the Declaration, the Association hereby amends the Declaration as follows:

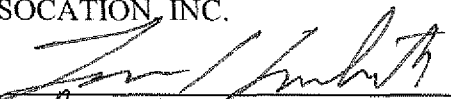
1. As of the Effective Date, Sheet 3 of the Plans which were attached as Exhibit B to the Original Declaration is deleted and replaced with the revised Sheet 3 attached to this Third Amendment as Exhibit A, and any further references in the Declaration to the parking spots assigned to Units 8M and 5E shall be amended to reflect the transfer of parking and storage spaces between Units 8M and 5E reflected in Exhibit A.

2. The owners of the units effected by this Third Amendment have executed this Third Amendment below to confirm their consent to the terms of this Third Amendment.

3. Except as expressly amended in this Third Amendment, the Declaration (as previously amended) shall remain in full force and effect in its original form. This Third Amendment may be executed in multiple counterparts, all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the undersigned has caused this Third Amendment to be executed on the day and year first above written.

RIVERFRONT PLACE CONDOMINIUM  
ASSOCIATION, INC.

By:   
Its: President

CONSENTED TO BY:

KIM I. MCKEOWN REVOCABLE TRUST

By: \_\_\_\_\_  
Kim I. McKeown, Trustee

ANNE WILLEMSSSEN MCKEOWN  
REVOCABLE TRUST

By: \_\_\_\_\_  
Anne Willemssen McKeown, Trustee

By: \_\_\_\_\_  
Jennifer Genua-McDaniel

Declaration to Units 8M and 5E, and the Association and the affected unit owners desire to document and provide notice of such transfer as contemplated by Section 5.3 of the Declaration.

NOW, THEREFORE, pursuant to the authority granted to the Association in Section 5.3 of the Declaration, the Association hereby amends the Declaration as follows:

1. As of the Effective Date, Sheet 3 of the Plans which were attached as Exhibit B to the Original Declaration is deleted and replaced with the revised Sheet 3 attached to this Third Amendment as Exhibit A, and any further references in the Declaration to the parking spots assigned to Units 8M and 5E shall be amended to reflect the transfer of parking and storage spaces between Units 8M and 5E reflected in Exhibit A.

2. The owners of the units effected by this Third Amendment have executed this Third Amendment below to confirm their consent to the terms of this Third Amendment.

3. Except as expressly amended in this Third Amendment, the Declaration (as previously amended) shall remain in full force and effect in its original form. This Third Amendment may be executed in multiple counterparts, all of which taken together shall constitute a single instrument.

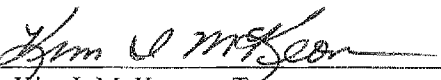
IN WITNESS WHEREOF, the undersigned has caused this Third Amendment to be executed on the day and year first above written.

RIVERFRONT PLACE CONDOMINIUM  
ASSOCIATION, INC.

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

CONSENTED TO BY:

KIM I. MCKEOWN REVOCABLE TRUST

By:   
Kim I. McKeown, Trustee

ANNE WILLEMSSSEN MCKEOWN  
REVOCABLE TRUST

By:   
Anne Willemssen McKeown, Trustee

By: \_\_\_\_\_  
Jennifer Genua-McDaniel

Declaration to Units 8M and 5E, and the Association and the affected unit owners desire to document and provide notice of such transfer as contemplated by Section 5.3 of the Declaration.

NOW, THEREFORE, pursuant to the authority granted to the Association in Section 5.3 of the Declaration, the Association hereby amends the Declaration as follows:

1. As of the Effective Date, Sheet 3 of the Plans which were attached as Exhibit B to the Original Declaration is deleted and replaced with the revised Sheet 3 attached to this Third Amendment as Exhibit A, and any further references in the Declaration to the parking spots assigned to Units 8M and 5E shall be amended to reflect the transfer of parking and storage spaces between Units 8M and 5E reflected in Exhibit A.

2. The owners of the units effected by this Third Amendment have executed this Third Amendment below to confirm their consent to the terms of this Third Amendment.

3. Except as expressly amended in this Third Amendment, the Declaration (as previously amended) shall remain in full force and effect in its original form. This Third Amendment may be executed in multiple counterparts, all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the undersigned has caused this Third Amendment to be executed on the day and year first above written.

RIVERFRONT PLACE CONDOMINIUM  
ASSOCIATION, INC.

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

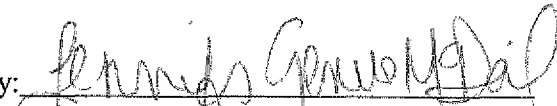
CONSENTED TO BY:

KIM I. MCKEOWN REVOCABLE TRUST

By: \_\_\_\_\_  
Kim I. McKeown, Trustee

ANNE WILLEMSSSEN MCKEOWN  
REVOCABLE TRUST

By: \_\_\_\_\_  
Anne Willemssen McKeown, Trustee

By:   
Jennifer Genua-McDaniel

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 5 day of July, 2016, by Louis E. Lamberty, President of Riverfront Place Condominium Association, Inc., on behalf of the corporation.



Karlene J. Currier  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Kim I. McKeown, Trustee of the Kim I. McKeown Revocable Trust.

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

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Anne Willemssen McKeown, Trustee of the Anne Willemssen McKeown Revocable Trust.

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

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, Jennifer Genua-McDaniel.

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

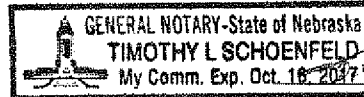
STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, \_\_\_\_\_ of Riverfront Place Condominium Association, Inc., on behalf of the corporation.

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

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

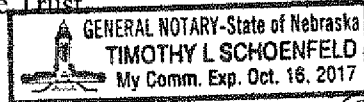
The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of JUNE, 2016, by Kim I. McKeown, Trustee of the Kim I. McKeown Revocable Trust.



  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of JUNE, 2016, by Anne Willemssen McKeown, Trustee of the Anne Willemssen McKeown Revocable Trust.



  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, Jennifer Genua-McDaniel.

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

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, \_\_\_\_\_ of Riverfront Place Condominium Association, Inc., on behalf of the corporation.

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

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Kim I. McKeown, Trustee of the Kim I. McKeown Revocable Trust.

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

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

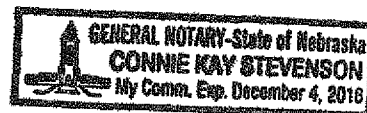
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Anne Willemssen McKeown, Trustee of the Anne Willemssen McKeown Revocable Trust.

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

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

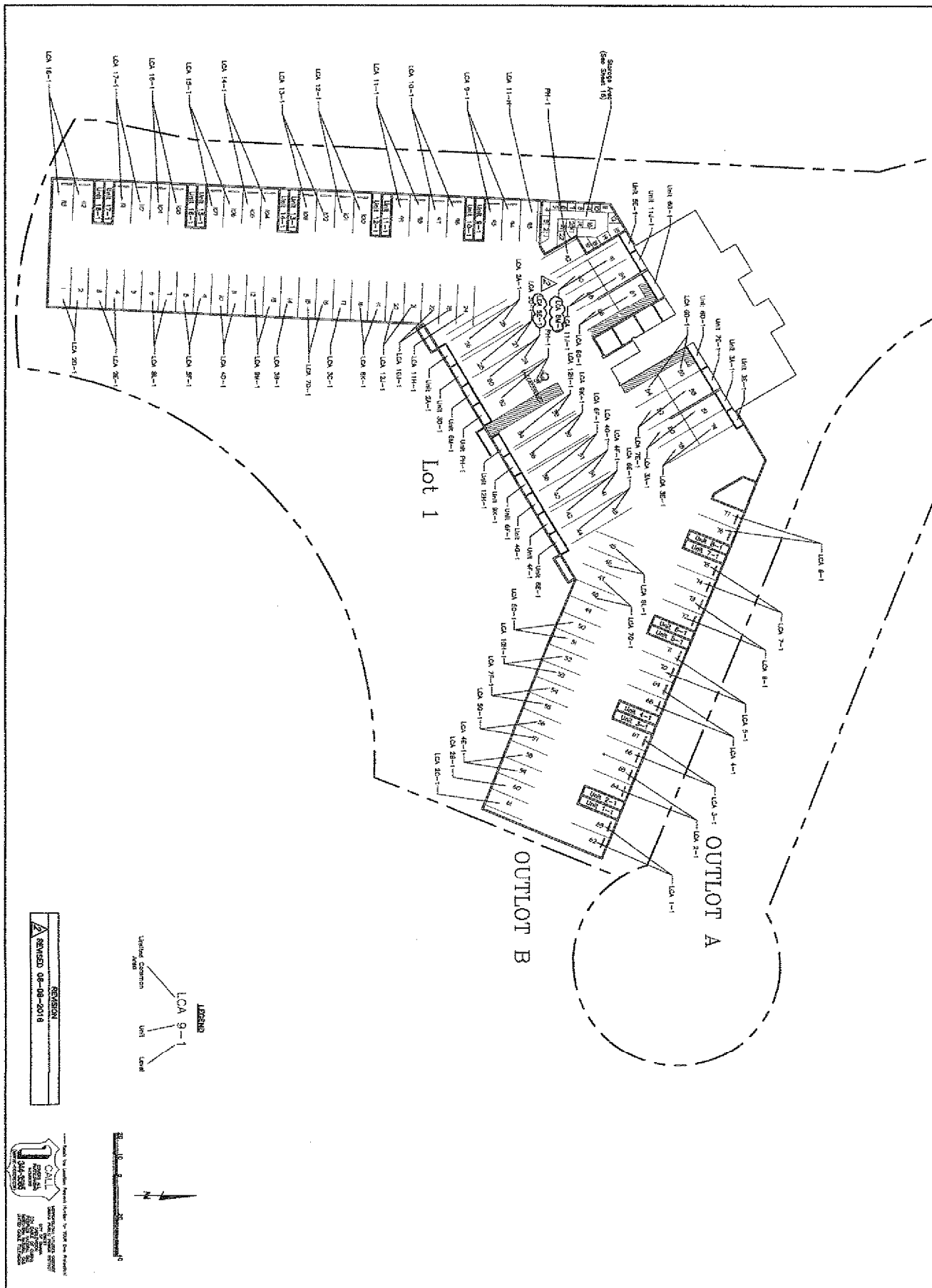
The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June, 2016, Jennifer Genua-McDaniel.

Connie Kay Stevenson  
Notary Public



## **EXHIBIT A**





REVISION  
REVISED 08-08-2018



14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027  
Tel: 402.496.2498  
Fax: 402.496.2730  
WWW.LRA-INC.COM

CONDOMINIUM PLAN  
GROUND FLOOR

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

WWW.LRA-INC.COM  
(Ph) 402.496.2498  
(Fax) 402.496.2730

This document is a preliminary drawing and is not to be used for construction purposes without the written consent of the architect.

Architect  
Lamp, Rynearson & Associates, Inc.  
14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027  
Tel: 402.496.2498  
Fax: 402.496.2730  
WWW.LRA-INC.COM

Scale: 1/8" = 1'-0"  
North Arrow

## Riverfront Place Condominium

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 4D, 4E, 4F, 4G, 5D, 5E, 5F, 5G, 6D, 6E, 6F, 6G, 7D, 7E, 7F, 7G, 8K, 8L, 8M, 9K, 9L, 9M, 10H, 10J, 11H, 11J, 12H, 12J, PH, 2-3A, 2-3B, 2-3C, 2-3D, 2-3E, 2-3F, 2-3G, 2-4A, 2-4B, 2-4C, 2-4D, 2-4E, 2-4F, 2-4G, 2-5A, 2-5B, 2-5C, 2-5D, 2-5E, 2-5F, 2-5G, 2-6A, 2-6H, 2-6J, 2-6K, 2-6L, 2-7A, 2-7H, 2-7J, 2-7K, 2-7L, 2-8A, 2-8H, 2-8J, 2-8K, 2-8L, 2-9M/N, 2-9P, 2-9Q, 2-10M/N, 2-10P, 2-10Q, 2-11M/N, 2-11P, 2-11Q, 2-12R, 2-12S, 2-13R, 2-13S, and 2-PH, together with their respective individual allocated interests in the common elements, all as created by that certain Declaration and Master Deed of Riverfront Place Condominium Property Regime recorded with the Douglas County Register of Deeds on October 4, 2006 as Instrument No. 2006114433, as amended by that certain First Amendment to Declaration and Master Deed of Riverfront Place Condominium Property Regime recorded with the Douglas County Register of Deeds on February 18, 2011 as Instrument No. 2011017013.

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