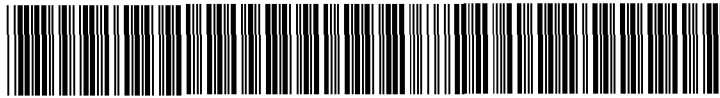




MISC 2016018712



MAR 16 2016 13:36 P 6

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



2016018712

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).

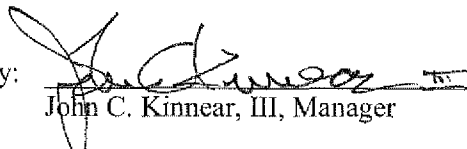
2. Except as set forth in this Corrective First Amendment, the First Amendment shall remain in full force and effect.

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

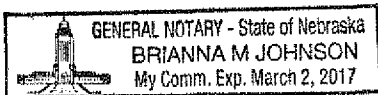
By: Riverfront Holdings, LLC, a Nebraska limited liability company, its sole member

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 )

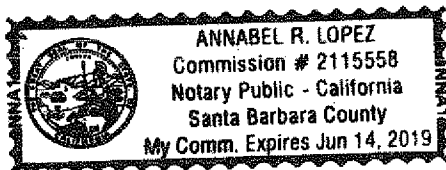
On March 3rd 2016 before me, Annabel R Lopez, Notary Public  
Date Here Insert Name and Title of the Officer

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.