



MISC 2009132778



DEC 14 2009 15:02 P 14

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 14 FEE 7950 FB 07-27413  
 19 BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP BW  
 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 12/14/2009 15:02:54.48



2009132778

**SECOND AMENDMENT TO DECLARATION  
FOR 902 DODGE CONDOMINIUM**

THIS SECOND AMENDMENT TO DECLARATION FOR 902 DODGE CONDOMINIUM ("Second Amendment") is made and entered into this 17 day of November, 2009, by all of the members of the Executive Board of 902 DODGE CONDOMINIUM ASSOCIATION, INC., a Nebraska non-profit corporation (the "Association"), and DOWNTOWN DODGE DEVELOPERS, LLC, a Nebraska limited liability company (the "Declarant").

WHEREAS, that certain Declaration for 902 Dodge Condominium was recorded in the office of the Douglas County Register of Deeds on September 21, 2006, as Instrument No. 2006108833 (the "Original Declaration"); and

WHEREAS, that certain First Amendment to Declaration for 902 Dodge Condominium was recorded on November 13, 2007, as Instrument No. 2007126558 (the "First Amendment"). The Original Declaration and First Amendment shall be collectively referred to as the "Declaration".

WHEREAS, pursuant to the Declaration, Declarant submitted certain property to a condominium to be known as "902 Dodge Condominium"; and

WHEREAS, pursuant to the provisions of Section 5.1 of the Declaration, the undersigned hereby desire to modify and amend the Declaration with respect to the lots legally described below and as set forth herein:

Lots 101, 201, 202, 203, 204, 301, 302, 303, 304, 401, 402, 403,  
 404, 501, 502, 503, 504, 601, and 602, 902 Dodge Condominium,  
 Omaha, Douglas County, Nebraska.

After recording, please return to:  
 John Q. Bachman  
 PANSING HOGAN ERNST & BACHMAN LLP  
 10250 Regency Circle, Suite 300  
 Omaha, NE 68114

2109182

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby amend the Declaration as follows:

1. Section 8.1.1 shall be deleted in its entirety and the following shall be substituted therefor:

Section 8.1.1. A Residential Unit Owner may lease his or her Unit (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 ninety (90) days, unless said lease shall be for the purpose of corporate housing, in which case the term of such corporate housing lease shall be no less than thirty (30) days.

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

(c) At no time shall more than thirty percent (30%) of the total number of Units be occupied by non-owners; and

(d) The rights of any lessee of the Unit shall be subject to, and each such lessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws 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 Expense assessments or special assessments on behalf of the owner of that Unit.

2. Section 10.2.1. shall be deleted in its entirety and the following shall be substituted therefor:

Section 10.2.1. The Declarant Control Period shall commence with the date of recording this Declaration and continue for a period: (i) not to exceed sixty (60) days after conveyance of fee title to seventy-five percent (75%) of the Units comprising the Condominium to Unit Owners other than Declarant, or (ii) two (2) years after Declarant has ceased to offer units for sale in the ordinary course of business, whichever first occurs.

3. Except as specifically amended hereby, the Declaration shall remain in full force and effect as originally executed, acknowledged and recorded. Capitalized terms not specifically defined herein shall have the meanings set forth in the Declaration. This Second Amendment shall be binding upon, and inure to the benefit of, the successors and assigns of Declarant and the Association.

4. The undersigned further consent to the execution of this Second Amendment in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this instrument effective as of the 17 day of NOV, 2009.

**DECLARANT:**

**DOWNTOWN DODGE DEVELOPERS, LLC,**  
a Nebraska limited liability company

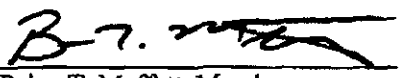
By:   
John P. Houlihan, Manager

Owner of Lots 202, 301, 304, 401, 402, 403, 502,  
503, 601 and 602, 902 Dodge Condominium

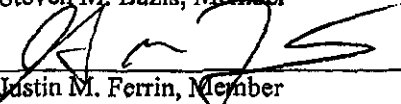
**ASSOCIATION:**

**902 DODGE CONDOMINIUM ASSOCIATION,**  
INC., a Nebraska non-profit corporation

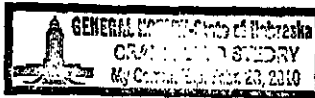
By: Its Executive Board

By:   
Brian T. Moffett, Member

By:   
Steven M. Bazis, Member

By:   
Justin M. Ferrin, Member

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

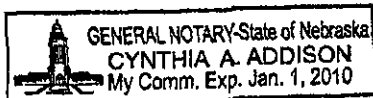


The foregoing instrument was acknowledged before me on the 17th day of November, 2009, by John P. Houlihan, Manager of Downtown Dodge Developers, Inc., a Nebraska limited liability company, on behalf of the limited liability company.

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

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on the 30 day of Nov., 2009, by Brian T. Moffett, Member of the Executive Board of 902 Dodge Condominium Association, Inc., a Nebraska non-profit corporation, on behalf of the corporation.

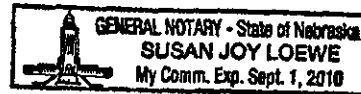


  
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on the 16 day of November, 2009, by Steven M. Bazis, Member of the Executive Board of 902 Dodge Condominium Association, Inc., a Nebraska non-profit corporation, on behalf of the corporation.

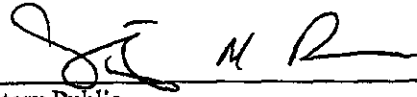
  
\_\_\_\_\_  
Notary Public



STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on the 2 day of DECEMBER 2009, by Justin M. Ferrin, Member of the Executive Board of 902 Dodge Condominium Association, Inc., a Nebraska non-profit corporation, on behalf of the corporation.



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

**CONSENT OF CONDOMINIUM LOT OWNER  
OF 902 DODGE CONDOMINIUM**

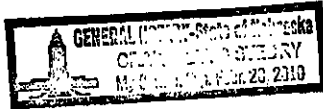
The undersigned, being the owner of Lot 101, 902 Dodge Condominium, hereby consents to the execution and recording of the foregoing Second Amendment to Declaration for 902 Dodge Condominium, and further consents to and agrees to all of the terms and conditions thereof.

12-3-09  
Date

FARRELL'S DODGE, LLC, a Nebraska limited liability company, Owner of Lot 101, 902 Dodge Condominium

By: Robert P. Linstedt  
Name: Robert P. Linstedt  
Title: MANAGING PARTNER

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )




The foregoing instrument was acknowledged before me this 3rd day of December, 2009, by Linstedt, Robert of Farrell's Dodge, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

[Signature]  
Notary Public

**CONSENT OF CONDOMINIUM LOT OWNER  
OF 902 DODGE CONDOMINIUM**

The undersigned, being the owners of Lot 201, 902 Dodge Condominium, hereby consent to the execution and recording of the foregoing Second Amendment to Declaration for 902 Dodge Condominium, and further consent to and agree to all of the terms and conditions thereof.

11-22-2009  
Date

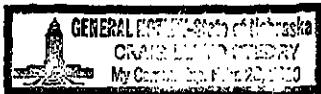
  
John N. Kyros, Owner of Lot 201, 902 Dodge Condominium

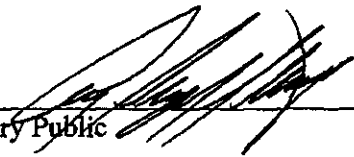
11-22-2009  
Date

  
Sarah A. Kyros, Owner of Lot 201, 902 Dodge Condominium

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 22nd day of November, 2009, by John N. Kyros.

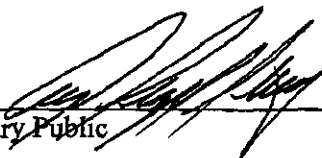


  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 22nd day of November, 2009, by Sarah A. Kyros.

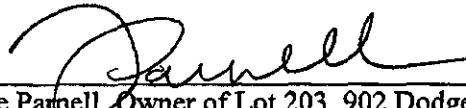


  
Notary Public

**CONSENT OF CONDOMINIUM LOT OWNER  
OF 902 DODGE CONDOMINIUM**

The undersigned, being the owner of Lot 203, 902 Dodge Condominium, hereby consents to the execution and recording of the foregoing Second Amendment to Declaration for 902 Dodge Condominium, and further consents to and agrees to all of the terms and conditions thereof.

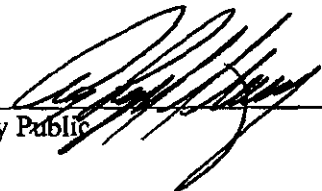
12/11/09  
Date

  
Juliette Parnell, Owner of Lot 203, 902 Dodge  
Condominium

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )



The foregoing instrument was acknowledged before me this 1st day of December, 2009, by Juliette Parnell.

  
Notary Public



**CONSENT OF CONDOMINIUM LOT OWNER  
OF 902 DODGE CONDOMINIUM**

The undersigned, being the owner of Lot 204, 902 Dodge Condominium, hereby consents to the execution and recording of the foregoing Second Amendment to Declaration for 902 Dodge Condominium, and further consents to and agrees to all of the terms and conditions thereof.


11/17/09  
Date

902 DJ, LLC, a Nebraska limited liability company,  
Owner of Lot 204, 902 Dodge Condominium

By:   
John P. Houlihan, Manager

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 11 day of DECEMBER, 2009, by John P. Houlihan, Manager of 902 DJ, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

  
Notary Public

  
ALEJANDRA GONZALEZ  
Notarial Seal - IOWA  
Commission No. 756397  
My Commission Expires 01-02-10

**NOTARIAL SEAL  
REGISTER OF DEEDS**

**CONSENT OF CONDOMINIUM UNIT OWNER  
OF 902 DODGE CONDOMINIUM**

The undersigned, being the owners of Lot 302, 902 Dodge Condominium, hereby consent to the execution and recording of the foregoing Second Amendment to Declaration for 902 Dodge Condominium, and further consent to and agree to all of the terms and conditions thereof.

11-18-09 *ok*  
Date

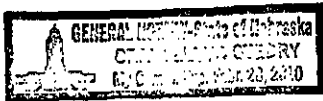
Timothy C. Stephens  
Timothy C. Stephens, Owner of Lot 302,  
902 Dodge Condominium

11-18-09 *ok*  
Date

Kim M. Stephens  
Kim M. Stephens, Owner of Lot 302, 902 Dodge  
Condominium

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

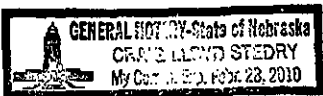
The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 2009, by Timothy C. Stephens.



[Signature]  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 2009, by Kim M. Stephens.



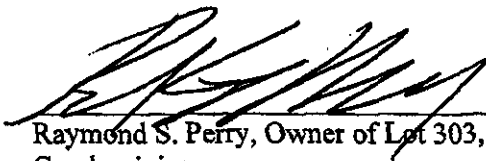
[Signature]  
Notary Public

11


CONSENT OF CONDOMINIUM UNIT OWNER  
OF 902 DODGE CONDOMINIUM

The undersigned, being the owners of Lot 303, 902 Dodge Condominium, hereby consent to the execution and recording of the foregoing Second Amendment to Declaration for 902 Dodge Condominium, and further consent to and agree to all of the terms and conditions thereof.

11-20-09  
Date

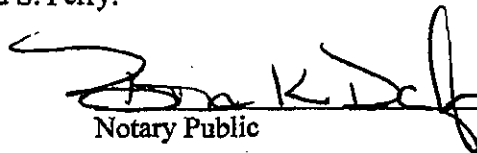
  
Raymond S. Perry, Owner of Lot 303, 902 Dodge Condominium

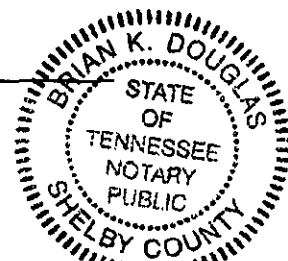
11-20-09  
Date

  
Janis L. Perry, Owner of Lot 303, 902 Dodge Condominium

~~STATE OF NEBRASKA~~ )  
~~COUNTY OF DOUGLAS~~ ) ss.  
TENNESSEE )  
SHELBY )

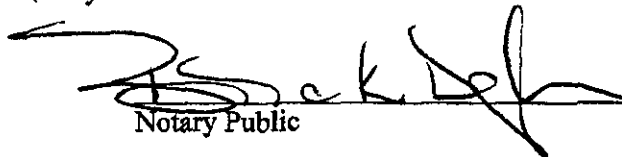
The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of November, 2009, by Raymond S. Perry.

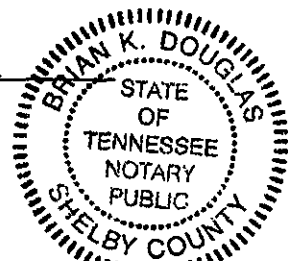
  
Notary Public



~~STATE OF NEBRASKA~~ )  
~~COUNTY OF DOUGLAS~~ ) ss.  
Tennessee )  
Shelby )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of November, 2009, by Janis L. Perry.

  
Notary Public



8-22-10

**CONSENT OF CONDOMINIUM UNIT OWNER  
OF 902 DODGE CONDOMINIUM**

The undersigned, being the owner of Lot 404, 902 Dodge Condominium, hereby consents to the execution and recording of the foregoing Second Amendment to Declaration for 902 Dodge Condominium, and further consents to and agrees to all of the terms and conditions thereof.

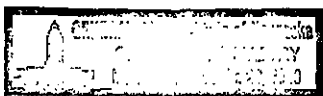
11-18-09     *MB*  
Date

*Mary L. Bro*  
Mary Bro, Owner of Lot 404, 902 Dodge  
Condominium

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 2009, by Mary Bro.

*[Signature]*  
Notary Public



**CONSENT OF CONDOMINIUM UNIT OWNER  
OF 902 DODGE CONDOMINIUM**

The undersigned, being the owners of Lot 501, 902 Dodge Condominium, hereby consent to the execution and recording of the foregoing Second Amendment to Declaration for 902 Dodge Condominium, and further consent to and agree to all of the terms and conditions thereof.

11-13-09  
Date

Nick Weidle  
Nick L. Weidle, Owner of Lot 501, 902 Dodge Condominium

11-13-09  
Date

Annette D. Weidle  
Annette D. Weidle, Owner of Lot 501, 902 Dodge Condominium

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 2009, by Nick L. Weidle.



[Signature]  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 2009, by Annette D. Weidle.




[Signature]  
Notary Public

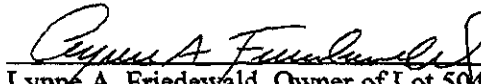
**CONSENT OF CONDOMINIUM UNIT OWNER  
OF 902 DODGE CONDOMINIUM**

The undersigned, being the owners of Lot 504, 902 Dodge Condominium, hereby consent to the execution and recording of the foregoing Second Amendment to Declaration for 902 Dodge Condominium, and further consent to and agree to all of the terms and conditions thereof.

12-4-09  
Date

  
Don Charles Shoemaker, Owner of Lot 504,  
902 Dodge Condominium

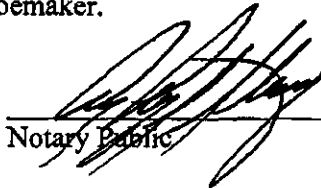
12/4/09  
Date

  
Lynne A. Friedewald, Owner of Lot 504,  
902 Dodge Condominium

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

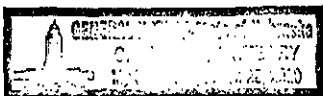
The foregoing instrument was acknowledged before me this 4th day of December, 2009, by Don Charles Shoemaker.

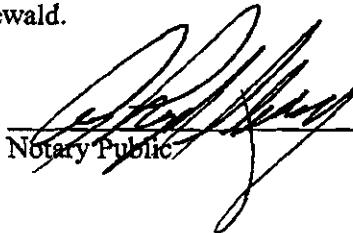


  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 4th day of December, 2009, by Lynne A. Friedewald.



  
Notary Public