

MASTER DEED
CREATING
MILLTOWN VILLAGE CONDOMINIUM

THIS MASTER DEED AND DECLARATION made this 18th day of September, 1973, by MIDLANDS CORPORATION herein called ("Developer"), for itself, its successors, grantees and assigns;

I. PURPOSE AND NAME.

The purpose of this Master Deed is to submit the lands herein described and the improvements to be built thereon to the condominium form of ownership and use in the manner provided by Sections 76-801 through 76-823, R.R.S. Nebraska (herein called "Condominium Act"), and the name by which this condominium is to be identified is Milltown Village Condominium Property Regime.

II. INVOLVED PROPERTY.

The lands owned by the Developer which are hereby submitted to the condominium regime are described as follows:

A tract of land located in the NE 1/4 of the NE 1/4 of Section 17, T15N, R12E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the SE corner of the NE 1/4 of the NE 1/4 of said Section 17-15-12; thence S 89°23'10" W, a distance of 50 ft. to the point of beginning; thence S 89°23'10" W, a distance of 400.2 ft.; thence N 00°00" E, a distance of 204.9 ft.; thence N 36°53'20" E, a distance of 250.0 ft; thence N 90°00' E, a distance of 249.8 ft.; thence S 0°00' E, a distance of 400.54 ft. to the point of beginning; containing 3.35 acres, more or less.

III. DEFINITIONS.

Except as hereinafter noted, the definitions set forth in Section 76-802, R.R.S. Nebraska shall govern this Master Deed and the By-Laws, attached hereto as Exhibit "A" and by this reference incorporated herein.

a. "Apartment" shall mean and include: all airspace in basements, rooms, attics and garages, whether attached or unattached; air conditioning compressors or units; permanent gas, charcoal burning or electric barbecue grills, screening, window glass, exterior and interior doors and garage windows, screening and doors, but shall not include structural walls, common walls, interior walls, roofs, floors and ceilings, except for the unit-side surfaces thereof, which shall be included in the definition "Apartment".

b. "Condominium" shall mean the entire condominium project including all buildings, land and other improvements upon the land as set forth in this Master Deed as a part of the condominium regime.

c. "General Common Elements" shall include: the land on which the buildings stand, including all the surrounding lands embraced within the legal description specified in paragraph II above; the exterior surfaces of all buildings except for screening, window glass, exterior doors and garage doors; exterior water taps which may be used by the owners Association for watering and maintenance of common areas; the foundation, common walls, main walls, roofs, yards and gardens, drives, walks, parking areas, pool, pool building, utility building, and all parts of the property and improvements which are not located within the apartments or denoted as "limited common elements" as shown on the attached plans.

d. "Limited Common Elements" shall include patios, decks or garage drives delineated as appurtenant to each as shown on Exhibit "C", attached hereto and by this reference incorporated herein.

e. "Owner" shall mean co-owner as defined in the Condominium Act.

f. "Unit" shall mean an apartment, as defined in Paragraph IIIa above, and that undivided interest in the general and limited common elements, as defined herein and in the Condominium Act, which is appurtenant thereto.

IV. DESCRIPTION OF REGIME.

The condominium will consist of nine (9) unit buildings which will be two stories in height and shall include a basement. The buildings will contain a total of thirty-seven (37) units which may only be used for residential purposes. The condominium will also include attached and unattached automobile garages, a utility building, parking areas, pool, pool building, gardens and

landscaping. The total ground floor area of all buildings aggregates 32,300 square feet and the total land area aggregates 156,950 square feet. Said buildings and improvements together with their location on the land and the area and location of each apartment are more particularly described in the building plans which are attached hereto as Exhibit "C".

V. EXTERIOR REPAIR.

Each owner shall be responsible for the repair, maintenance and replacement of all exterior doors, including garage doors and the mechanical operators thereof, appurtenant to said owner's apartment; it being understood that the only association maintenance of exterior doors shall be the painting or finishing of the exterior surfaces thereof. If any owner fails to repair, maintain or replace the exterior portions of his apartment as set forth in this Master Deed and the By-Laws described below, the Association may perform such work, invoice the owner therefor and secure and enforce a claim and lien therefor against the owner and his unit in like manner as a delinquent assessment for common element expense.

VI. VALUES.

The total value of the entire condominium regime is One Million One Hundred Forty Thousand Two Hundred Dollars (\$1,140,200.00), and the basic value of each unit together with its street address, a general description thereof, its square footage, its limited common elements, its percentage share of the expenses and ownership of the common elements and the number of votes incident to ownership of such unit, are all set forth on Exhibit "B", attached hereto and by this reference made a part hereof.

VII. COVENANTS, CONDITIONS AND RESTRICTIONS.

The following covenants, conditions, and restrictions relating to this condominium regime shall run with the land and bind all owners, tenants of such owners, employees and any other persons who use the property, including the persons who acquire the interest of any owner through foreclosure, enforcement of any lien or otherwise:

a. The Milltown Village Association, Inc., a Nebraska nonprofit corporation, has been incorporated to provide a vehicle for the management of the condominium. Each owner shall automatically be deemed a member of said Association. The By-Laws of said Association are also the By-Laws of this condominium regime and are attached hereto as Exhibit "A".

b. All general common elements are for the use and enjoyment of all owners. The limited common elements are for the exclusive use of the owner of the unit to which they are appurtenant, his family, guests, servants and invitees. The ownership of the common elements shall remain undivided, and no person or owner shall bring any action for the partition or division of the common elements. The Association shall from time to time establish rules and regulations for the use of the common elements, and all owners and users shall be bound thereby. The Association shall have the sole jurisdiction over and responsibility for alterations, improvements, repairs and maintenance of the common elements. The share of an owner in the common elements is appurtenant to his apartment and inseparable from apartment ownership. Assessments against owners for insurance, common element expenses and reserves, and for other expenses incurred by the Association shall be made pursuant to the By-Laws. Assessments paid within thirty (30) days after the date when due shall not bear interest, but all sums not paid within said thirty (30) day period shall bear interest at the highest legal rate from due date until paid. If any owner shall fail or refuse to make any payment of such assessments when due, the amount thereof plus interest shall constitute a lien upon the owner's interest in his unit and in the property, and upon the recording of such lien by the Association in the Office of the Register of Deeds of Douglas County, Nebraska, such amount shall constitute a lien prior and preferred over all other liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the unit and except prior duly recorded mortgage and lien instruments.

c. Each owner shall be responsible:

(1) To maintain, repair and replace, at his expense, all portions of his apartment which are not included in the definition of common elements.

(2) To refrain from painting, decorating or changing the appearance of any portion of the exterior of the unit building; unless approved by the Association in writing.

d. Each apartment shall be used and occupied only as a single family residence and for no other purpose. No apartment may be subdivided into a smaller apartment nor any portion thereof sold or transferred without the owner thereof first amending this Master Deed.

e. No practice or use shall be permitted on the condominium property or in any apartment which shall be an annoyance to other owners or residents of the area or which shall interfere with their peaceful use and enjoyment of their property. All portions of the property and of the apartments shall be kept clean and sanitary and no use thereof shall be made which constitutes a violation of any laws, zoning ordinances, governmental regulations or regulations of the Association.

f. Owners representing seventy-five percent (75%) or more of the total basic value of the condominium, as reflected in Paragraph VI of this Master Deed, may at any time in writing duly acknowledged and recorded effect an amendment to this Master Deed and to the By-Laws and plans attached hereto; provided that such modification shall not be binding upon any existing mortgage holders of record unless said modification has the approval of more than fifty percent (50%), in number of the first mortgagees of record upon the date of adoption of said modification.

g. This condominium regime may be terminated or waived only in accordance with the provisions applicable thereto as provided in the By-Laws attached hereto as Exhibit "A".

h. Household pets within the condominium will be subject to regulation, restriction, exclusion or special fees as may be determined by the Association from time to time. Awnings, outside T.V. antenna, storage of boats, campers, trailers or similar items shall all be subject to regulations, restriction, exclusion or special fees by the Association. Use of the common elements for other than recreational purposes is prohibited. The keeping of livestock or poultry upon the common elements or in any unit is prohibited. All garage doors must remain closed at all times except when cars are entering or exiting the garage space. Individual garbage cans or trash receptacles are to be permitted outside only in areas designated therefor by the Association. Private barbecue grills may not be used in the general common areas, and outside use or storage of barbecue grills will be subject to regulation, restriction or exclusion by the Association. Automobile parking will be subject to regulation and restriction by the Association. Any special fees required by Association Rules and Regulations, duly enacted, shall be collected as determined by the Board of Administrators.

VIII. SEPARATE TAXATION.

Developer shall give written notice to the County Assessor of the creation of the condominium property regime so that each unit, including the undivided interest in the common elements appurtenant thereto, shall be deemed a parcel and subject to separate assessment and taxation.

IX. RESERVATION IN DEVELOPER.

Developer reserves the right to establish easements, reservations, exceptions and exclusions consistent with the condominium ownership of the property regime and for the best interests of all of the condominium unit owners, including Developer, in order to serve the entire condominium property regime, and to supplement or amend this Declaration or the attached By-Laws until May 31, 1976, or until Developer releases control of the Association, according to the provisions of the By-Laws whichever first occurs; provided any such supplement or amendment shall be approved by all existing mortgage holders of record, in writing.

X. EASEMENTS.

Easements are hereby reserved and granted from and to Developer and each owner of a condominium unit for encroachment if any part of a condominium unit encroaches upon any other unit or the common elements or if any such encroachment shall hereafter occur due to the settling or shifting of a building or for any other reason, or if such building is repaired or rebuilt after damage or destruction. The Association shall have an easement in and upon each apartment for the performance of repairs upon the common elements and for emergency repairs to any part of the condominium property.

XI. NOTICES AND REQUESTS.

All notices required hereby shall be in writing and sent by certified or registered mail--return receipt requested:

a. To an owner: at his last-known address on the books of the Association;

b. To the Association: at the registered office of the Association.

EXECUTED the date first above written.

ATTEST:

John Ball
Vice President

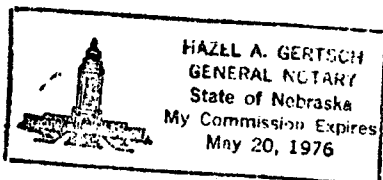
MIDLANDS CORPORATION

By John Ball
Date Ball, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 12th day of September, 1973, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Dale Ball, President of Midlands Corporation, to me personally known to be the President and identical person who signed the foregoing instrument, and acknowledged and execution thereof to be his voluntary act as such officer and the voluntary and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.



Hazel A. Gertsch
Notary Public

EXHIBIT A
BY-LAWS OF
MILLTOWN VILLAGE CONDOMINIUM
PROPERTY REGIME
AND
THE MILLTOWN VILLAGE ASSOCIATION, INC.

ARTICLE I. BY-LAWS.

Section 1. Description.

These are the By-Laws of The Milltown Village Association, Inc., a Nebraska non-profit corporation with its registered offices at 414 Univac Building, 7100 West Center Road, Omaha, Nebraska. These are also the By-Laws of Milltown Village Condominium Property Regime, a Nebraska condominium property regime.

The corporate seal shall bear the name of the corporation and the words "Omaha, Nebraska, Corporate Seal."

Section 2. Membership.

This corporation has been organized to provide a means of management for Milltown Village Condominium, a Nebraska condominium property regime in Douglas County, Nebraska. Membership in the Association is automatically granted and restricted to record owners of units in said Condominium Regime. The votes on behalf of a unit shall be in person by the record owner thereof, or by proxy, but if a unit is owned by more than one person or by a corporation or other entity, such vote shall be cast, or proxy executed, by the person named in a certificate signed by all of the owners of the unit and filed with the Secretary of the Association. Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

Section 3. Involved Property.

The property described in Paragraph II of the Master Deed, as located in Douglas County, Nebraska, has been submitted to the provisions of Sections 76-801 through 76-823, R.R.S. Nebraska, known as the "Condominium Property Act" by the Master Deed recorded simultaneously herewith in the Office of the Register of Deeds of Douglas County, Nebraska, and which condominium shall hereinafter be referred to as the "Condominium".

Section 4. Application.

All present and future owners, mortgagees, lessees and occupants of condominium units and their employees, and any other persons who may use the facilities of the Regime in any manner are subject to these By-Laws, the Master Deed and the Rules and Regulations.

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a condominium unit shall constitute an agreement that these By-Laws, the Rules and Regulations, and the provisions of the Master Deed, as they may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE II. UNIT OWNERS.

Section 1. Annual Members' Meetings.

Upon May 31, 1976; upon the closing of the sale of the thirty-fourth (34th) unit; or as soon as the Developer, Midlands Corporation shall relinquish control of the Board of Administrators, whichever shall first occur, the first annual meeting of the Association unit owners shall be held.

At such meeting, the original Board of Administrators shall resign as members of the Board of Administrators and as officers, and all the unit owners, including the Developer shall elect a new Board of Administrators. Thereafter, the annual meetings of the unit owners shall be held on the 31st day of May of each succeeding year, unless such date shall occur on a Saturday or Sunday, in which event the meeting shall be held on the succeeding business day. At such meetings the Board of Administrators shall be elected by ballot of the unit owners in accordance with the requirements of Section 4 of Article III of these By-Laws. So long as the Developer shall own one or more of the units, the Developer shall be entitled to elect at least one member of the Board of Administrators who shall serve for a term of one year. The unit owners may transact such other business at such meetings as may properly come before them.

Section 2. Special Members' Meetings.

Special meetings of the Association unit owners may be called by the President or Vice President or by a majority of the Board of Administrators and must be called upon receipt of written request from members holding a majority of the total basic value of the Condominium Regime, using the percentages

set forth in Paragraph VI of the Master Deed. Notice of a special meeting shall state the time and place of such meeting and the purpose thereof. No business, except that stated in the notice, shall be transacted at the special meeting.

Section 3. Place of Meetings.

Meetings of the Association unit owners shall be held at the registered office of the Corporation or at such other suitable place convenient to the unit owners as may be designated by the Board of Administrators.

Section 4. Notice of Meetings.

It shall be the duty of the Secretary to mail a written notice of each annual or special meeting of the Association unit owners at least ten (10) but not more than thirty (30) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each unit owner of record, at his unit address or at such other address as such unit owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided by this Section shall be considered service of notice.

Section 5. Order of Business.

The order of business at all meetings of the Association unit owners shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of Board of Administrators.
- (f) Reports of committees.
- (g) Election of inspectors of election (when so required.)
- (h) Election of members of the Board of Administrators (when so required).
- (i) Unfinished business.
- (j) New business.

Section 6. Quorum.

A quorum for Association unit owners' meetings shall consist of the presence, in person or by proxy, of unit owners holding a majority of the total basic value of the Condominium Regime, using the percentages set forth in Paragraph VI of the Master Deed, unless otherwise provided in these By-Laws or the Master Deed.

Section 7. Voting.

The owner of owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf, and who need not be an owner, shall be entitled to cast the votes appurtenant to such unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. In instances of other than individual ownership, any or all of such owners may be present at any meeting of the unit owners and (those constituting a group acting unanimously), may vote or take any other action as an individual unit owner either in person or by proxy. The total number of votes of all unit owners shall be 10,000, and each unit owner (including the Developer and the Board of Administrators, if the Developer shall then own, or the Board of Administrators, or its designee, shall then hold title to one or more units) shall be entitled to cast one vote at all meetings of the unit owners for each one-hundredth percent (.01%) of interest in the common areas and facilities applicable to his or their unit. A fiduciary shall be the voting member with respect to any unit owned in a fiduciary capacity.

Section 8. Majority Vote.

The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where in the Master Deed or these By-Laws, a higher percentage vote is required.

Section 9. Procedure.

The President shall preside over members' meetings, and the Secretary shall keep the minute book wherein the resolutions shall be recorded.

Section 10. Adjournment.

If any meeting of the unit owners cannot be held because a quorum has not attended, a majority in common interest of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

ARTICLE III. BOARD OF ADMINISTRATORS.

Section 1. Number and Qualification.

The affairs of the Association and the Condominium Regime shall be governed by a Board of Administrators (also called "Directors") and, until May 31, 1976, until the closing of the sale of the thirty-fourth (34th) unit, or until the Developer shall relinquish its control by written notice to all owners, whichever shall first occur, and thereafter until their successors are elected as above provided, the Developer, Midlands Corporation, shall designate all members of the Board of Administrators, officers and employees of the Association. Thereafter, the Board of Administrators shall be composed of not less than three (3) nor more than five (5) persons, all of whom shall be unit owners, their employees or members of their families.

Section 2. Powers and Duties.

The Board of Administrators shall have the powers and duties necessary for the administration of the affairs of the Association and the Condominium Regime, and may do all such acts and things except as by law or by the Master Deed or by these By-Laws may not be delegated to the Board of Administrators by the unit owners. Such powers and duties of the Board of Administrators shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the general common elements, limited common elements, and facilities.
- (b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Regime.
- (c) Collection of the assessments from unit owners.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the general common elements, limited common elements, and facilities.
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Condominium Regime.
- (f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

- (g) Obtaining the insurance for the Condominium Regime pursuant to the provisions of Article VI, Section 1 hereof.
- (h) Making of repairs, additions and improvements to or alterations of the Condominium Regime and repairs to and restoration of the Condominium Regime in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

Section 3. Managing Agent and Manager.

The Board of Administrators may employ for the Condominium Regime a managing agent and/or a manager at a compensation established by the Board of Administrators, to perform such duties and services as the Board of Administrators shall authorize, including but not limited to the duties listed in subdivisions (a), (c), (d), (g) and (h) of Section 2 of this Article III. The Board of Administrators may delegate to the manager or managing agent, all of the powers granted to the Board of Administrators by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), of Section 2 of this Article III.

Section 4. Election and Term.

At the first annual meeting of the Association unit owners, the members of the Board of Administrators shall be elected to serve until the next annual meeting of the Association unit owners; provided that if said next annual meeting is less than six (6) months from the date of the first annual meeting, the Administrators shall be elected to serve until the annual meeting immediately following the next annual meeting which is less than six (6) months in the future. Each Administrator shall be elected thereafter to serve a term of one (1) year or until his successor shall have been duly elected by the Association unit owners. Administrators shall be elected by the vote of the owners of a majority of the basic value of the Condominium Regime, using the percentages set forth in Paragraph VI of the Master Deed.

Section 5. Removal of Administrators.

At any regular or special meeting of Association unit owners, any one or more of the members of the Board of Administrators may be removed with or without cause by a vote of the owners of a majority of the basic value of the Condominium Regime, using the percentages set forth in Paragraph VI of the Master Deed, and

a successor may then and there or thereafter be elected to fill the vacancy thus created. Any members of the Board of Administrators whose removal has been proposed by the Association unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies.

Vacancies in the Board of Administrators caused by any reason other than the removal of a member thereof by a vote of the Association unit owners, shall be filled by vote of a majority of the remaining Administrators at a special meeting of the Board of Administrators held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Administrators for the remainder of the term of the member replaced and until a successor shall be elected at the next annual meeting of the Association unit owners.

Section 7. Annual Board Meeting.

The annual meeting of the members of the Board of Administrators shall be held immediately following the annual meeting of the Association unit owners, at such time and place as shall be fixed by the Association unit owners at the meeting at which such Board of Administrators shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Administrators in order legally to constitute such meeting, provided a majority of the whole Board of Administrators shall be present thereat.

Section 8. Special Board Meetings.

Special meetings of the Board of Administrators may be called by the President upon five (5) business days' notice to each member of the Board, given by mail, or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Administrators shall be called by the President or Secretary in like manner and like notice on the written request of at least three (3) members of the Board of Administrators, unless there are less than three (3) members, in which event, upon the written request of the one (1) or two (2) remaining.

Section 9. Waiver of Notice.

Any member of the Board of Administrators may, at any time, waive notice of any meeting of the Board of Administrators in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Administrators at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Administrators are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum.

At all meetings of the Board of Administrators a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Administrators present at a meeting at which a quorum is present shall constitute the decision of the Board of Administrators. If at any meeting of the Board of Administrators there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjournment at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 11. Fidelity Bonds.

The Board of Administrators shall obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a common expense.

Section 12. Compensation.

No member of the Board of Administrators shall receive any compensation from the Association for acting as such, except that members shall receive reimbursement for expenses actually incurred by them as Administrators.

Section 13. Liability of Administrators.

No member of the Board of Administrators shall be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for his own individual willful misconduct or bad faith. It is intended that the

members of the Board of Administrators shall have no personal liability with respect to any contract made by them on behalf of the Association. Every agreement made by the Board of Administrators or by the managing agent or by the manager on behalf of the Association shall provide that the members of the Board of Administrators or the managing agent, or the manager, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder.

ARTICLE IV. OFFICERS.

Section 1. Designation.

The officers of the Association shall consist of a President, Vice President, Secretary and Treasurer and such additional officers as the Administrators shall from time to time deem necessary. Any person may hold two or more offices, but no one person shall hold the offices of President and Secretary simultaneously. Members of the Board of Administrators may also be officers. The President shall be elected from the members of the Board of Administrators.

Section 2. Election.

The officers of the Association shall be elected annually by a majority vote of the Board of Administrators at the annual Board meeting, and shall hold office at the pleasure of the Board.

Section 3. Removal.

Upon the affirmative vote of a majority of the Board in attendance at an annual or special meeting, any officer may be removed, with or without cause, and his successor shall be elected thereat.

Section 4. President.

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association unit owners and of the Board of Administrators. He shall have all of the general powers and duties which are incident to the office of President of a non-profit corporation, including but not limited to, the power to appoint committees from among the unit owners from time to time as he may at his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President.

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Administrators shall appoint some other member of the Board of Administrators to act in place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Administrators or by the President.

Section 6. Secretary.

The Secretary shall take the minutes of all meetings of the Association unit owners and of the Board of Administrators, and shall keep same at the principal office of the Association unless otherwise instructed by the Board of Administrators; he shall have charge of such books and papers as the Board of Administrators may direct; and he shall, in general, perform all the duties incident to the office of secretary of a non-profit corporation organized under the laws of the State of Nebraska.

Section 7. Treasurer.

The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the depository of all monies and other valuable effects in the name of the Board of Administrators, or the managing agent, in such depositories as may from time to time be designated by the Board of Administrators, and he shall, in general, perform all the duties incident to the office of treasurer of a non-profit corporation organized under the laws of the State of Nebraska.

Section 8. Compensation.

Compensation of officers shall be fixed by the Board of Administrators and shall be reasonable compensation considering the duties of the office. Any Administrator who is also an officer shall not have a vote in the setting of compensation for the office or offices held by said Administrator.

Section 9. Agreements, Contracts, Etc.

All agreements, checks, contracts and other instruments shall be signed by two officers of the Association or by such other person or persons as may be designated by the Board of Administrators.

ARTICLE V. BUDGET AND ASSESSMENTS.

Section 1. Budget.

The Board of Administrators shall adopt a budget for each fiscal year, beginning on July 1st and ending on the next June 30th, which shall include the estimate of funds required to defray common expenses in the coming fiscal year and to provide funds for current expenses, reserves for deferred maintenance, reserves for replacements, and reserves to provide a working fund or to meet anticipated losses, and such sums as needed to make up any deficit in the common expense assessments for prior years. The budget shall be adopted in June of each year in advance of the coming fiscal year and copies of the budget and the annual assessments for each unit shall be sent to each unit owner on or before the July 1st beginning of the fiscal year for which the budget is made.

Budgets may be amended during a current fiscal year where necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be mailed to each unit owner prior to the effective date of such increase or decrease.

Section 2. Annual Assessments.

The first annual assessment shall be levied against each unit and the owner thereof on July 1, 1976 or July 1 or the next fiscal year after relinquishment of control of the Association by Developer, whichever shall first occur. The annual assessment shall be divided as evenly into twelve (12) monthly payments as possible with the first payment to include the remainder after division. These monthly payments shall become due and payable upon the 1st of July and the 1st of each month thereafter during the fiscal year. Annual assessments for each fiscal year thereafter shall be levied and shall become due and payable in the same manner. Annual assessments to be levied against each unit and the owner thereof shall be computed according to such unit's pro-rata share of the total annual budget for the fiscal year based upon the percentage of such unit's basic value as set forth in Paragraph VI of the Master Deed.

Section 3. Interim Assessments.

Until July 1, 1976 or until the first levy of annual assessments according to Section 2 of Article V, after the Developer shall relinquish control of the Association, whichever shall first occur, the following interim assessments shall be due and payable on the first day of each calendar month:

<u>UNIT NUMBER</u>	<u>INTERIM ASSESSMENT (PER MONTH)</u>	<u>UNIT NUMBER</u>	<u>INTERIM ASSESSMENT (PER MONTH)</u>
1	39.75	19	39.30
2	40.65	20	39.75
3	42.00	21	39.30
4	42.00	22	34.35
5	39.30	23	45.30
6	45.30	24	44.55
7	42.30	25	34.05
8	40.65	26	40.65
9	45.90	27	44.55
10	40.65	28	34.05
11	42.30	29	41.40
12	40.65	30	40.95
13	42.30	31	42.00
14	42.00	32	42.00
15	39.30	33	39.75
16	40.65	34	44.55
17	39.75	35	40.05
18	39.30	36	34.80
		37	34.80

Until May 31, 1976, or until Developer shall relinquish control of the Association according to the provisions of these By-Laws, whichever shall first occur, Developer hereby agrees to pay, in lieu of paying interim assessments upon units owned by it, any deficiency between assessments collected and the normal expenses of the Association. This payment of expenses shall not constitute a responsibility of Developer to supervise or control maintenance or operation of the Condominium Regime, which responsibility shall rest solely in the hands of the Board of Administrators. Developer does not assume any liability for extraordinary loss or liability but Developer's status shall be only that of any other owner who is a member of the Association. Interim assessments, as to any unit purchased from Developer, shall be prorated from the date of closing.

Section 4. Increases in Interim Assessments.

Interim assessments in the amounts shown in Section 3 of Article V shall not be increased more than ten percent (10%) during the first fiscal year after the filing of the Master Deed,

and during each succeeding fiscal year thereafter, interim assessments may not be increased more than thirty percent (30%) above the level of the immediately preceding year.

Section 5. Special Assessments.

Special assessments may be assessed and levied against each unit, in addition to the annual or interim assessments provided for above, during any assessment year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, improvement, repair or replacement of a capital improvement of the common elements, including fixtures and personal property, subject to the owner approval provisions of the Master Deed and these By-Laws. Where no provision is applicable, the discretion of the Board of Administrators shall control. Special assessments shall be levied upon an allocation formula based upon the percentage of each unit's basic value as set forth in Paragraph VI of the Master Deed.

Special assessments shall be due and payable thirty (30) days after the assessment is levied against the owners and notice thereof has been given, and special assessments not paid within thirty (30) days thereafter shall be treated according to the interest and lien provisions hereafter.

Section 6. Escrow of Assessments.

The Administrators of the Association may arrange to have all assessments in Section 4 or Section 5 of Article V paid to an escrow fund to be held and managed by a bank or savings and loan association.

Section 7. Personal Assessment Liability.

Each unit owner or, if more than one, owners, jointly and severally, shall be personally liable for the payment of assessments under the preceding Sections. Upon the expiration of thirty (30) days from the due date of an assessment, if said assessment remains unpaid, the Association may bring suit against the owner or owners of said unit for recovery of the same. If the assessment is a monthly installment of an annual assessment, the default in payment of one installment when due, may, at the option of the Association, cause the remainder of the installments due for that annual period to become immediately due and payable. The defaulting unit owner shall be liable for the unpaid assessment or assessments, interest thereon from the due date to the date paid at the highest legal rate, and attorney fees and expenses incurred

in the collection of the same. No proceeding to collect defaulted assessments pursuant to this Section shall constitute a waiver of the lien of the Association against said defaulting owner's unit nor a waiver of the right of the Association to foreclose thereon.

The grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor; provided, however, that upon payment of a reasonable fee and upon written request, any such prospective grantee shall be entitled to a statement from the Board of Administrators, or the manager, in the form set forth in Section 9 of Article V, which shall be conclusive upon the Association in favor of all persons relying thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within fifteen (15) days of such request, then such grantee shall not be liable for, nor shall the condominium unit conveyed by subject to, a lien for any unpaid assessments accruing prior to the date of such request.

The provisions set forth in this Section shall not apply to the initial sales and conveyances of the condominium units made by Developer, and such sales shall be free from all assessments to the date of conveyance.

Section 8. Assessment Lien.

If any unit owner shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the unit owner in his unit and the Administrators may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the unit and except prior duly recorded mortgage and lien instruments. Assessments delinquent more than thirty (30) days after the due date shall bear interest at the highest legal rate from the due date until paid. The delinquency of one installment of an annual assessment shall cause all remaining installments, at the option of the Association, to immediately become due and payable. The Board of Administrators shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorney fees, in an action to recover the same brought against

such unit owner, or by foreclosure of the lien on such unit granted by Section 76-817 of the Condominium Act. In any action brought by the Board of Administrators to foreclose a lien on a unit because of unpaid assessments, the unit owner shall be required to pay a reasonable rental for the use of his unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Administrators, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale, and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same.

Section 9. Statement of Unpaid Assessments.

Upon payment of a reasonable fee, not to exceed Seventy-Five Dollars (\$75.00), and upon the written request of any owner, prospective purchaser or of any mortgagee of a condominium unit, the Board of Administrators, or the managing agent, shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to the subject unit, the amount of the current periodic assessment and the date that such assessment become due, any penalties due, and credit for advance payments or for prepaid items, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith.

Section 10. Nonwaiver.

The omission or failure to timely fix any assessments or deliver or mail a statement for any period shall not be deemed a waiver, modification or a release of the owners from their obligation to pay the same.

ARTICLE VI. INSURANCE.

Section 1. Coverage.

The Board of Administrators shall obtain and maintain, to the extent obtainable, the following insurance: fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the entire condominium improvements and any other property, whether or not a common element (including all of the units, fixtures therein initially installed by the Developer but not including furniture, furnishings, fixtures or other personal property supplied by or installed by unit owners) together with all service equipment contained therein in an amount equal to the full replacement value, without deduction for depreciation, and which shall contain a standard non-contributory mortgage clause in favor of each mortgagee of a condominium unit which shall provide that the loss, if any, hereunder shall be payable to such mortgagee as its

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interest may appear, subject, however, to the loss payment provisions in favor of the Board of Administrators hereinafter set forth in Section 1 of Article X; public liability insurance in such limits as the Board of Administrators may from time to time determine, covering the Association, each member of the Board, the Managing Agent, agents and employees of the Association and each unit owner; and such additional coverage as the Board of Administrators may from time to time determine is appropriate. Such public liability coverage shall also cover cross liability claims of one insured against the other.

Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least ten (10) days prior to expiration of the then current policies. The cost of such policies shall be a common expense.

The Board of Administrators shall determine, as least annually, the replacement value of the condominium buildings and, in so doing, may employ such experts as the Board may feel necessary.

Section 2. Provisions.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including mortgagees.

Section 3. Insurance by Unit Owners.

Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and provided, further, that no unit owner shall have the right to insure any of the common elements individually.

Insurance coverage on furnishings and other items of personal or other property belonging to an owner and public liability coverage within each unit shall be the sole and direct responsibility of the unit owner thereof, and the Board of Administrators and the Association shall have no responsibility therefor.

ARTICLE VII. MAINTENANCE AND ALTERATIONS.

Section 1. Maintenance.

The unit owner shall have the obligation to maintain and keep in good repair the interior surfaces of walls, ceilings and floors (including carpeting, tile, wallpaper, paint or other covering) as well as all fixtures and appliances, located within such owner's unit. An owner shall not be responsible to the Association for repair to common elements by casualty, unless such casualty is due to the act or negligence of the owner, his guests, invitees or tenant. All maintenance, including lawn maintenance and snow removal, repairs and replacements to the general common elements, shall be made by the Association and be charged to all the unit owners as a common expense, unless such maintenance, repair, or replacement is necessitated by the negligence, misuse or neglect of a unit owner, in which case, such expense shall be charged by the Association to such unit owner.

Section 2. Alterations by Unit Owner.

No unit owner shall make any structural addition, alteration or improvement in or to his unit, or the limited common elements pertaining thereto, including any exterior painting or exterior alteration or addition (including awnings, grills, etc.) without the prior written consent thereto of the Board of Administrators. The Board of Administrators shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such owner's unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Administrators to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Board of Administrators only, without, however, incurring any liability on the part of the Board of Administrators or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 2 shall not apply to units owned by the Developer until such units shall have been initially sold by the Developer and paid for.

Section 3. Alterations or Enlargement of Common Elements by Association.

There shall be no enlargement of the common elements nor additions thereto if such enlargement or addition shall cost more than Five-Thousand Dollars (\$5,000.00) during any single fiscal year, unless and until such proposal is approved in writing by owners holding at least seventy-five percent (75%) of the total basic value of the Condominium Regime, using the percentages set forth in Paragraph VI of the Master Deed, and until a proper amendment of the Master Deed has been duly executed, acknowledged and recorded pursuant to law.

The cost of the alteration or enlargement and of amending the Master Deed shall be a common expense and shall be collected by special assessment against all unit owners.

ARTICLE VIII. RESTRICTIONS AND RESERVATIONS

Section 1. Use Restrictions.

In order to provide for congenial occupancy of the Condominium Regime and for the protection of the value of the units, the use of the property shall be restricted to and shall be in accordance with the following provisions:

- (a) The units shall be used for residences only by the owner or owners thereof, their families, guests, invitees, less-ees, and licensees.
- (b) The common elements and facilities, including the limited common elements and facilities, shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the units.
- (c) No nuisances shall be allowed on the Regime nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Regime.
- (d) No improper, offensive or unlawful use shall be made of the Regime or any part thereof, and all valid laws, zoning laws and regulations of all governmental

bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Regime shall be corrected, by and at the sole expense of the unit owners or the Board of Administrators, whichever shall have the obligation to maintain or repair such portion of the Condominium Regime.

Section 2. Rules of Conduct.

Rules and regulations concerning the use of the units and the common elements and facilities, including the limited common elements and facilities, may be promulgated and amended by the Board of Administrators with the written approval of a majority of the unit owners. Copies of such rules and regulations shall be furnished by the Board of Administrators to each unit owner prior to the time when the same shall become effective until amended by the Board of Administrators with the approval of a majority of the unit owners, are annexed hereto and made a part hereof.

Section 3. Right of Access.

A unit owner shall grant a right of access to his unit to the manager and/or managing agent and/or any other person authorized by the Board of Administrators, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his unit and threatening another unit or a common element facility, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other facilities in his unit or elsewhere in the Buildings, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner. In case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

Section 4. Abatement and Enjoining of Violations.

The violation of any rule or regulation adopted by the Board of Administrators or the breach of any of these By-Laws contained herein, or the breach of any provisions of the Master Deed, shall give the Board of Administrators the right, in addition to any other rights set forth in these By-Laws:

- (a) To enter into the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Administrators shall not thereby be deemed guilty, in any manner, of trespass.
- (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.
- (c) To deny partially or wholly access to, benefit from, or use of all or any facilities, functions, or services, or suspend, partly or wholly, all or any rights or privileges of membership or any other disciplinary action directed by the Board of Administrators.

ARTICLE IX. MORTGAGES.

Section 1. Notice to Board of Administrators.

A unit owner who mortgages his unit shall notify the Board of Administrators of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Administrators. The Board shall maintain such information in a book entitled "Mortgages of Units".

Section 2. Notice of Default.

The Board of Administrators, when giving notice to a unit owner of a default in paying assessments or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Administrators.

Section 3. Examination of Books.

Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once every three (3) months.

ARTICLE X. DESTRUCTION, DAMAGE OR OBSOLESCENT
ASSOCIATION AS ATTORNEY-IN-FACT.

Section 1. Association Attorney-In-Fact.

These By-Laws, as a part of the Master Deed, hereby make mandatory and irrevocable the appointment of the Association as attorney-in-fact to deal with the property and any insurance proceeds upon the damage of the property, its destruction, obsolescence, repair, reconstruction, improvement and maintenance, all according to the provisions of this Article X. Title to any condominium unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the Developer or from any owner of grantor shall constitute and appoint the Association his true and lawful attorney in his name, place and stead for the purpose of dealing with the property upon its damage or destruction or obsolescence as is hereinafter provided. As attorney-in-fact, the Association, by its President and Secretary or Assistant Secretary or its other duly authorized officers or agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a unit owner which are necessary and appropriate to exercise the powers granted in this Article. Repair and reconstruction of the improvements, as used in the succeeding Sections of this Article means restoring the improvements to substantially the same condition in which they existed prior to the damage, with each unit and the general and limited common elements having substantially the same vertical and horizontal boundaries as before.

Section 2. Damage or Destruction-Repair and Reconstruction Mandatory.

In the event of damage or destruction due to fire or other disaster, which damage or destruction is determined by the Board of Administrators to be less than sixty-six and two-thirds percent (66 2/3%) of the total replacement cost of all the condominium units in this Regime, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact, and the Association shall have full authority to deal with insurance proceeds in such repair and reconstruction.

In the event that insurance proceeds are insufficient to repair and reconstruct the improvements, the Association shall levy a special assessment to provide an amount sufficient to conduct said repair and reconstruction along with insurance proceeds. Such assessment shall be levied and collected according to Section 5 of Article V, and the Association shall also have the rights noted in Section 11 of Article X. The owner approval provisions of Section 3 of Article VII shall not apply.

Section 3. Damage or Destruction-Repair and Reconstruction Optional.

In the event of damage or destruction due to fire or other disaster, which damage or destruction is determined by the Board of Administrators to be sixty-six and two-thirds percent (66 2/3%) or more of the total replacement cost of all the condominium units in this Regime, not including land, the Board shall forthwith, within thirty (30) days of the occurrence of said damage or destruction, call a special members' meeting for the purpose of presenting to the unit owners the alternative of repair and reconstruction or sale, pursuant to Sections 4 or 5 of Article X. At such meeting, the Board shall present estimates of repair and reconstruction costs, the amount of insurance proceeds available, the projected necessity for, and amount if any, of special assessments necessary to cover any deficiency in insurance proceeds, the projected sale price of the property as is, and projected distribution of all funds, including insurance proceeds, should the owners choose sale rather than repair and reconstruction. In arriving at such figures to be presented to the owners, the Board may employ such experts as deemed advisable. After presentation of all relevant financial information available to the Board, the owners shall be required to adopt either a plan of repair and reconstruction or a plan of sale. The affirmative vote of owners holding seventy-five percent (75%) in value of the units in this Regime shall be necessary to approve a plan of repair and reconstruction. If such percentage affirmative vote is not obtained, the owners holding a majority in value may adopt a plan of sale binding upon all owners. Any plan so adopted must subsequently be approved in writing by more than fifty percent (50%) in number, of the first mortgagees of record as of the date of adoption of the plan.

Section 4. Plan of Repair and Reconstruction-Damage or Destruction.

In the event that a plan of repair and reconstruction is adopted by the owners and subsequently approved by the first mortgagees, as above set forth, the Board of Administrators shall forthwith proceed to repair and reconstruct the improvements as set forth in Section 2 of Article X.

Section 5. Plan of Sale-Damage or Destruction.

In the event that a plan of sale is adopted by the owners and subsequently approved by the first mortgagees, as above set forth, or in the event that a plan of repair and reconstruction is adopted by the owners but is not approved by the required number of first mortgagees of record within sixty (60) days from the adoption of the plan, then the Board of Administrators shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice with the Register of Deeds of Douglas County, Nebraska, by the Association's President and Secretary or Assistant

Secretary, the entire remaining premises shall be offered for sale and sold by the Association pursuant to the provisions of this Article, as attorney-in-fact for all of the owners, free and clear of the provisions contained in the Master Deed, the Articles of Incorporation and these By-Laws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each owner's interest in the general common elements, and such divided proceeds shall be paid into separate accounts, each such account representing one of the condominium units. Each such account shall be in the name of the Association, and shall be further identified by the condominium unit designation and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall forthwith use and disburse the total amount of each of such accounts, without contribution from one account to another, toward the partial or full payment of the lien of any first mortgage against the condominium unit represented by such separate account. Thereafter, each such account shall be supplemented by the apportioned amount of the proceeds obtained from the sale of the entire property and any available funds of the Association. Such apportionment shall be based upon each condominium unit owner's interest in the general common elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, as set forth in Section 12 of Article X.

Section 6. Obsolescence of Buildings.

Upon request of the Board of Administrators or upon receipt of a written request signed by owners holding a majority of the total basic value of the Condominium Regime, the Secretary shall, pursuant to the provisions of Article II, issue notice of a special members' meeting to consider the question of obsolescence of the condominium buildings. At such meeting, owners holding eighty percent (80%) or more of the total basic value of the Condominium Regime, voting in person or by proxy, may agree that the condominium buildings are obsolete. In the event that the owners agree that the buildings are obsolete, the Secretary shall forthwith issue notice of a special meeting of the members to be held sixty (60) days from the date of the members' meeting at which the owners agreed upon the obsolescence of the buildings. During this sixty (60) day period, the Board shall make such studies, with the aid of such experts as deemed advisable by the Board, as are necessary to present estimates as to the costs of remodeling or reconstructing the buildings, the amount of reserves therefor accrued by the Association to date and the amount, if any, of special assessments necessary to cover any deficiency between available reserves and remodeling or reconstruction expense, the projected sale price of the property as is, and the projected distribution of all funds, including reserves and other funds of the Association, should the owners choose sale rather than remodeling or reconstruction. At the

subsequent special meeting of the members, the Board shall present these estimates to the owners and the owners holding a majority in value of the units in this Regime shall adopt either a plan of remodeling or reconstruction, pursuant to Section 7, or a plan of sale pursuant to Section 8 of Article X. Any plan so adopted must subsequently be approved in writing by more than fifty percent (50%), in number, of the first mortgagees, of record as of the date of adoption of the plan. No such plan shall go into effect until such approval of first mortgagees is obtained.

Section 7. Plan of Remodeling or Reconstruction-Obsolescence.

In the event that a plan of remodeling or reconstruction is adopted by the owners and subsequently approved by the first mortgagees as above set forth, the Board of Administrators shall forthwith proceed to remodel or reconstruct the improvements, applying reserves as set forth for insurance proceeds in Section 2 of Article 10, with the same rights as to special assessments as set forth therein.

Section 8. Plan of Sale-Obsolescence.

In the event that a plan of sale is adopted by the owners and subsequently approved by the first mortgagees, as above set forth, then the Board of Administrators shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice with the Register of Deeds of Douglas County, Nebraska, by the Association's President and Secretary or Assistant Secretary, the entire premises shall be offered for sale and sold by the Association pursuant to the provisions of this Article, as attorney-in-fact for all of the owners, free and clear of the provisions contained in the Master Deed, Articles of Incorporation and these By-Laws. The funds and reserves established and held by the Association and the proceeds from the sale of the entire Regime shall be divided by the Association according to each owner's interest in the general common elements, and such divided proceeds shall be paid into separate accounts, each account representing one of the condominium units. Each such account shall be in the name of the Association, and shall be further identified by the condominium unit designation and the name of the owner. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, as set forth in Section 12 of Article X.

Section 9. Condemnation.

In the event of a taking by condemnation or eminent domain of all or part of the common area, the award made shall be paid to the Board of Administrators. If owners holding eighty percent (80%) or more of the basic value of the Condominium Regime

do not, within sixty (60) days from the date of the award, approve the use of the proceeds from the award for use in repairing, expanding or restoring the common area, the Board of Administrators shall forthwith disburse the net proceeds of the award for the same purpose and in the same order as is provided in Section 12 of Article X.

Section 10. Power of Sale.

In the event of sale of the entire Regime pursuant to Section 5 or Section 8 of Article X, or upon adoption of such a plan upon termination of the Condominium Regime pursuant to Section 1 of Article XI, or otherwise, the Association shall have all the powers set forth in Article X in dealing with a purchaser or purchasers at attorney-in-fact.

Section 11. Sale of Unit-Default in Special Assessment Under Article X.

The assessment provided for herein shall be a debt of each and a lien on his condominium unit and may be enforced and collected as is provided in Section 5 of Article V. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association, as attorney-in-fact, pursuant to the provisions of this Section. The delinquent owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the highest legal rate on the amount of the assessment and all reasonable attorney's fees. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, in the order set forth in Section 12 of Article X. Any deficiency of funds to pay the unpaid assessments shall remain the personal obligation of the delinquent unit owner.

Section 12. Application of Proceeds.

Proceeds received as set forth in the preceding Sections and as applicable to each unit, shall be used and disbursed by the Association as attorney-in-fact, in the following order:

- (a) For payment of taxes and special assessments liens in favor of any assessing governmental entity and the customary expense of sale;
- (b) For payment of the balance of the lien of any first mortgage;
- (c) For payment of unpaid assessments and all costs, expenses and fees incurred by the Association;
- (d) For payment of junior liens and encumbrances in the order of an to the extent of their priority; and
- (e) The balance remaining, if any, shall be paid to the condominium unit owner.

Section 13. No abatement of Assessments.

Assessments for common expenses shall not be abated during the period of insurance adjustment and repair and reconstruction; remodeling or reconstruction; nor prior to sale of any unit for delinquent unpaid assessments.

Section 14. Approvals.

As used in this Article, the percentage voting requirements of unit owners shall be based upon the percentage values set forth in Paragraph VI of the Master Deed. Those percentages shall refer to total percentages and not merely to percentages of owners in attendance, in person or by proxy, at meetings where votes are conducted.

ARTICLE XI. TERMINATION OR AMENDMENT.

Section 1. Termination.

Except as otherwise provided, owners holding eighty percent (80%) or more of the basic value of the Condominium Regime, using the percentages set forth in Paragraph VI of the Master Deed, shall have the right to terminate this Condominium Regime, subject to the conditions of Section 76-812 of the Condominium Act.

Section 2. Amendment by Owners.

There shall be no amendment to these By-Laws unless owners holding seventy-five percent (75%) or more of the basic value of the Condominium Regime, using percentages set forth in Paragraph VI of the Master Deed, shall have voted therefor in the affirmatives at a special or annual meeting; provided, however, that percentage voting requirements contained in these By-Laws shall not be amended by a lesser percentage vote than sought to be amended, and provided further that such amendment shall have the approval of more than fifty percent (50%), in number, of the first mortgagees of record upon the date of adoption of said amendment.

Section 3. Amendment by Developer.

Anything contained in these By-Laws or in the Master Deed to the contrary notwithstanding, Developer, so long as it has not released control of the Association, shall have the right to amend these By-Laws for the clarification hereof or for the benefit of all unit owners; provided that it obtains the prior written consent or more than fifty percent (50%) in number, of all first mortgagees of record.

ARTICLE XII. RECORDS.

Section 1. Records and Audit.

The Board of Administrators or the managing agent shall keep detailed records of the actions of the Board of Administrators and the managing agent, minutes of the meetings of the Board of Administrators, minutes of the meetings of unit owners, and financial records and books of account of the Association and the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association and Condominium shall be rendered by the Board of Administrators to all unit owners at least semi-annually. In addition, an annual report of the receipts and expenditures of the Association and Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Administrators to all unit owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.

ARTICLE XIII. MISCELLANEOUS.

Section 1. Notices.

All notices hereunder shall be sent by registered or certified mail to the Board of Administrators c/o the managing agent, or if there is no managing agent, to the office of the Board of Administrators or to such other address as the Board of Administrators may hereafter designate from time to time, by notice in writing to all unit owners and to all mortgagees of units. All notices to any unit owner shall be sent by registered or certified mail to his unit address or to such other address as may have been designated by him from time to time, in writing, to the Board of Administrators. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 2. Invalidity.

The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 4. Gender.

The use of the masculine gender in these By-Laws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and the plural, the singular, whenever the context so requires.

Section 5. Nonwaiver.

No restrictions, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches thereof which may occur.

RULES AND REGULATIONS
OF
MILLTOWN VILLAGE ASSOCIATIONS, INC.

1. No part of the Property shall be used for any purposes except housing and the common recreational purposes for which the Property was designed. Each unit shall be used as a single family residence. No portion or all of any unit may be used as a professional office whether or not accessory to a residential use.

2. There shall be no obstruction of the general common elements nor shall anything be stored in the general common elements without the prior consent of the Board of Administrators except as herein or in the By-Laws expressly provided. Each unit owner shall be obligated to maintain and keep in good order and repair his own unit in accordance with the provisions of the By-Laws.

3. Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance of any of the buildings, or contents thereof, applicable for residential use, without the prior written consent of the Board of Administrators. No unit owner shall permit anything to be done, or kept in his unit, or in the common elements which will result in the cancellation of insurance on any of the Buildings, or contents thereof, of which would be in violation of any law. No waste shall be committed in the general common elements.

4. Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building and no sign, awning, canopy, shutter or radio or television antenna (except for master antennae, shall be placed on any walls or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Board of Administrators.

5. No dogs, cats, birds or other pets shall be kept, bred or maintained for any commercial purposes, and any pet kept in a unit causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property within three (3) days after written notice by the Board of Administrators to the unit owner directing removal of said pet.

6. No unit owner shall make or permit any disturbing noises in his unit or within the common elements, or do, or permit anything to be done, therein which will interfere with the rights and reasonable comfort and convenience of other owners.

7. Nothing shall be done in any unit or in, on or to the common elements which will impair the structural integrity of any building or which would structurally change any of the buildings.

8. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a unit or exposed on any part of the common elements. The common elements shall be kept free and clear of all obstructions and unsightly materials.

9. Except in recreational or storage areas designated as such by the Board of Administrators, there shall be no playing, lounging, or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches, or chairs, on any part of the general common elements except that limited common elements may be used for such purposes provided there is no obstruction of the general common elements.

10. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any unit therein nor shall any unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Developer and the Board of Administrators, or its agent, to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied units, and the right is hereby given to any mortgagee, who may become the owner of any unit, to place such signs on any unit owned by such mortgagee, but in no event will any sign be larger than 24 inches by 16 inches.

11. Each unit owner shall keep his unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, any dirt or other substance.

12. Nothing shall be altered or constructed in, or removed from, the general common elements except upon the written consent of the Board of Administrators.

13. No windows or doors shall be decorated, enclosed or covered by any awning or otherwise without the consent in writing of the Board of Administrators.

14. No garbage or trash will be left or disposed of on or adjacent to the Property except in established areas for trash storage.

15. All radio, television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations and requirements of the public authorities having jurisdiction and the unit owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such unit owner's unit.

16. No vehicle belonging to a unit owner or to a member of the family, or guest, tenant or employee of a unit owner may be parked in such a manner as to impede or prevent ready movement by another vehicle, nor shall it be parked in any parking place assigned to another unit.

17. No unit owner or any of his agents, guests, employees, licensees, or family shall at any time bring into or keep in his unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.

18. The agents of the Board of Administrators or the managing agent, and any contractor or workman authorized by the Board of Administrators or the managing agent, may enter any room or unit in the buildings at any reasonable hour of the day after notification (except in case of emergency, in which case such right of entry shall be immediate, whether the unit owner is present at the time or not) for the purpose of making inspections or for the purpose of correcting any condition originating in the unit and threatening another unit or a common element, or for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services or other common elements in the unit or elsewhere in the building.

19. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Administrators.

20. If any key or keys are entrusted by a unit owner or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Administrators or of the managing agent, whether for such unit owner's apartment

unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such unit owner, and neither the Board of Administrators nor the managing agent nor the manager shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

21. Complaints regarding the operation of the Association or service of the building, grounds, etc., shall be made in writing to the Board of Administrators or to the managing agent or to the manager.

Exhibit "B" (Page 1 of 6)

Unit	Square Footage Basement	Limited Common Elements	Unit Value	Share Expenses and Common Elements	Votes
1,220	583	Garage drive and and patio area	\$30,200	2.65%	265
1,275	583	Garage drive and patio area	30,900	2.71%	271
1,220	583	Garage drive and patio area	31,900	2.80%	280
1,275	583	Garage drive and patio area	31,900	2.80%	280
1,220	583	Garage drive and patio area	29,900	2.62%	262
1,275	583	Garage drive, patio area and balcony deck	34,400	3.02%	302
1,275	583	Garage drive and patio area	32,150	2.82%	282

Exhibit "B" (Page 2 of 6)

Unit	Square Footage Basement	Total	Limited Common Elements	Unit Value	Share Expenses and Common Elements	Votes
1,220	583	1,803	Garage drive and patio area	30,900	2.71%	271
d						
1,275	583	1,858	Garage drive, patio area and balcony deck	34,900	3.06%	306
d						
1,220	583	1,803	Garage drive and patio area	30,900	2.71%	271
d						
1,275	583	1,858	Garage drive and patio area	31,900	2.80%	280
e						
e						
1,220	583	1,803	Garage drive and patio area	30,900	2.71%	271
d						
1,275	583	1,858	Garage drive and patio area	32,150	2.82%	282
e						
e						
910	910	1,820	Garage drive and patio area	31,900	2.80%	280
e						

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Exhibit "B" (Page 3 of 6)

Unit	Square Footage Basement	Total	Limited Common Elements	Unit Value	Share Expenses and Common Elements	Votes
1,220	583	1,803	Garage drive and patio area	29,900	2.62%	262
1,275	583	1,858	Garage drive and patio area	30,900	2.71%	271
1,220	583	1,803	Garage drive and patio area	30,200	2.65%	265
1,220	583	1,803	Garage drive and patio area	29,900	2.62%	262
910	910	1,820	Garage drive and patio area	29,900	2.62%	262
1,220	583	1,803	Garage drive and patio area	30,200	2.65%	265
1,220	583	1,803	Garage drive and patio area	29,900	2.62%	262

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Exhibit "B" (Page 4 of 6)

<u>Unit</u>	<u>Square Footage</u>	<u>Limited Common</u>	<u>Unit</u>	<u>Share Expenses</u>	<u>Votes</u>
<u>950</u>	<u>475</u>	<u>Elements</u>	<u>Value</u>	<u>and Common Elements</u>	
	<u>Total</u>				
1,275	1,858	Garage drive and patio area	\$26,150	2.29%	229
1,275	1,858	Garage drive, patio area, and balcony deck	34,400	3.02%	302
1,275	1,858	Garage drive, patio area, and balcony deck	33,900	2.97%	297
950	1,425	Garage drive and patio area	25,900	2.27%	227
1,275	1,858	Garage drive and patio area	30,900	2.71%	271
1,275	1,858	Garage drive, patio area, and balcony deck	33,900	2.97%	297
950	1,425	Garage drive and patio area	25,900	2.27%	227

1480-211

Exhibit "B" (Page 5 of 6)

1489 PAGE 212

Unit	Square Footage Basement	Total	Limited Common Elements	Unit Value	Share Expenses and Common Elements	Votes
1,275	583	1,858	Garage drive and patio area	\$31,500	2.76%	276
1,275	583	1,858	Garage drive and patio area	31,150	2.73%	273
1,275	583	1,858	Garage drive and patio area	31,500	2.76%	276
910	910	1,820	Garage drive and patio area	31,900	2.80%	280
1,220	583	1,858	Garage drive and patio area	30,200	2.65%	265
1,275	583	1,858	Garage drive, patio area, and balcony deck	33,900	2.97%	297
1,220	583	1,858	Garage drive	30,400	2.67%	267

Exhibit "B" (Page 6 of 6)

<u>Unit</u>	<u>Square Footage</u>	<u>Limited Common</u>	<u>Unit</u>	<u>Share Expenses</u>	<u>Votes</u>
	<u>Basement</u>	<u>Elements</u>	<u>Value</u>	<u>and Common Elements</u>	
950	583	Garage drive and patio area	26,400	2.32%	232
950	583	Garage drive and patio area	26,400	2.32%	232

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BOOK 1450 PAGE 213

BOOK 1489 PAGE 214

EXHIBIT "C"
PAGE 1 OF 15

Scale 1"=30'

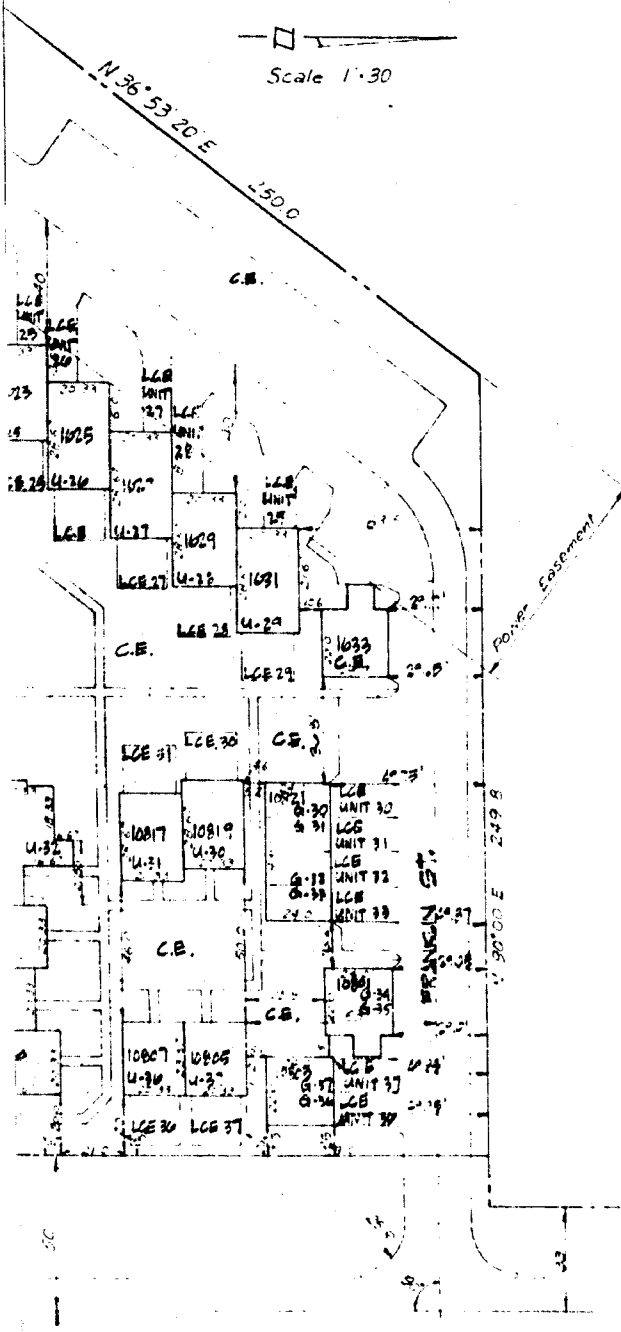
MILLTOWN VILLAGE

CONDOMINIUMS
108' BETWEEN CHARLES
AND DECATUR OMAHA

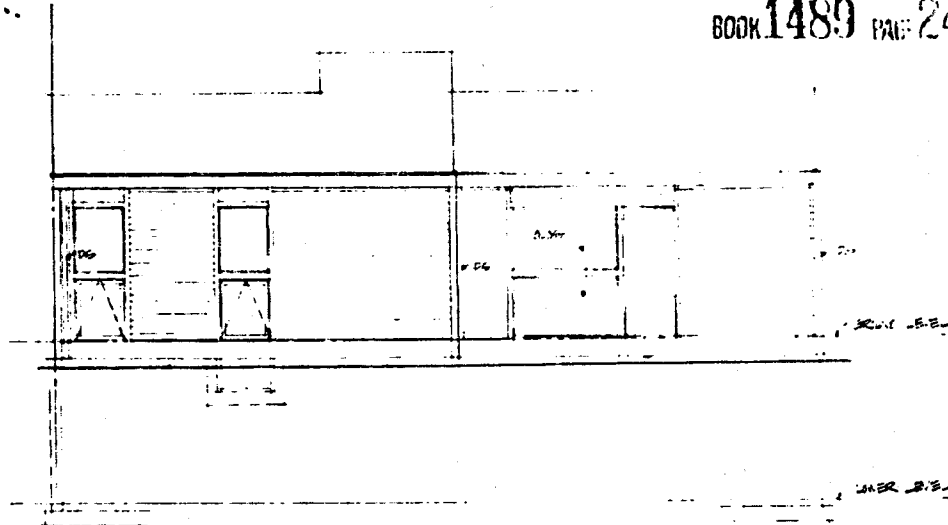
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2 7-18-73

WILL ASTLE & ASSOCIATES
ARCHITECTURAL FIRM
1000 OMAHA ST. OMAHA, NEB. 68102

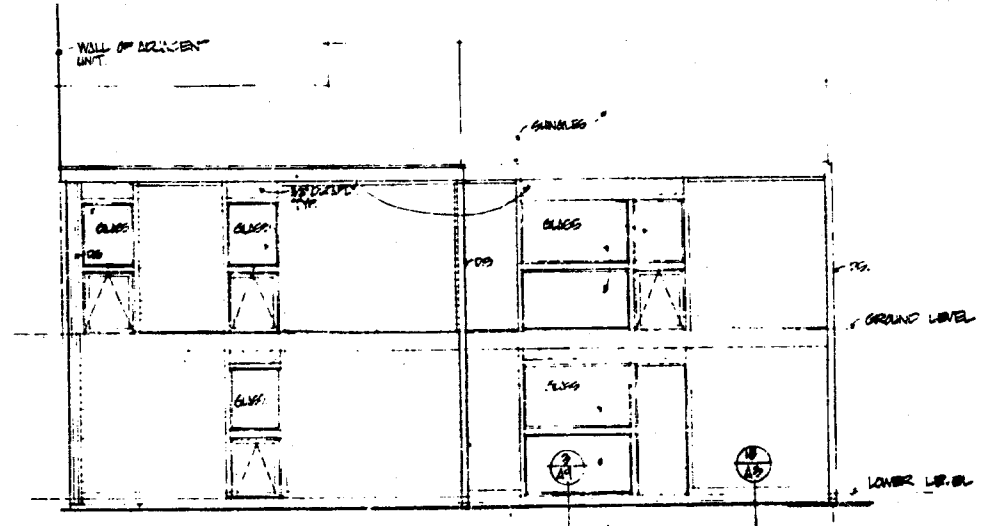
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ARCHITECTURAL FIRM
1000 OMAHA ST. OMAHA, NEB. 68102



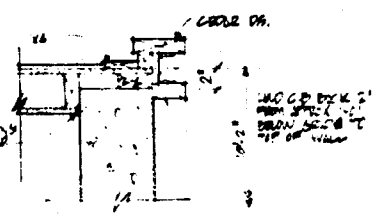
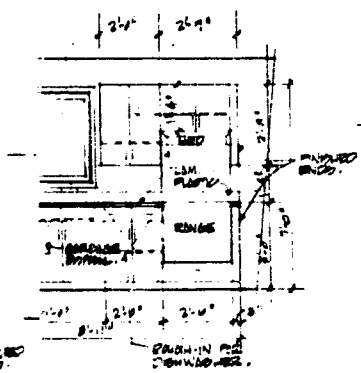
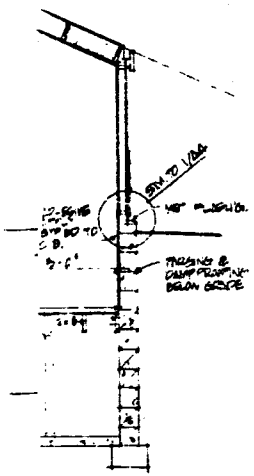
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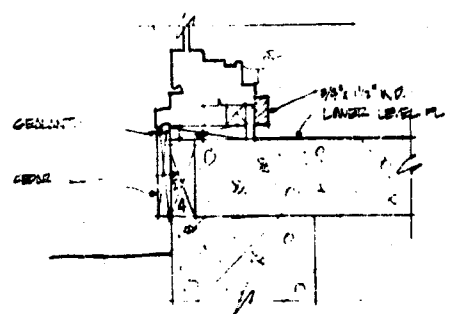
SIDE ELEVATION
SCALE: 1/8" = 1'-0"



SIDE ELEVATION & WALKOUT BASEMENT
SCALE: 1/8" = 1'-0"



CORNER DET. (2)
SCALE: 1/8" = 1'-0"



SILL (3)
SCALE: 3/4" = 1'-0"

MILITARY VILLAGE

17-15-12

BOOK 547 PAGE 727

AMENDMENT TO MASTER DEED
CREATING MILLTOWN VILLAGE
CONDOMINIUM PROPERTY REGIME

WHEREAS, the Master Deed creating Milltown Village Condominium Property Regime was filed in the Office of the Register of Deeds of Douglas County, Nebraska, on September 18, 1973, in Book 1489 at Page 169 of the Deed Records;

WHEREAS, it was intended in said Master Deed and By-Laws that The Milltown Village Association, Inc., a Nebraska nonprofit corporation, should govern the Condominium Regime as therein provided;

WHEREAS, it was further intended that The Milltown Village Association, Inc., should not engage in any business activity for its own benefit but that all of its activities should be charitable nonprofit activities for the benefit of the Condominium Regime and for the betterment of living conditions and standards in the community;

WHEREAS, it was intended that all funds received by The Milltown Village Association, Inc., should be held in a fiduciary capacity, in trust, for the use and benefit of the Owners of Units in the Condominium Regime as determined by the Board of Administrators pursuant to the Articles of Incorporation, By-Laws and Master Deed; and

WHEREAS, question has arisen as to whether The Milltown Village Association, Inc., holds such funds for its own use and benefit;

1. PARAGRAPH VII.b. OF THE MASTER DEED SHALL HERE-
AFTER READ AS FOLLOWS:

b. All general common elements are for the use and enjoyment of all owners. The limited common elements are for the exclusive use of the owner of the unit to which they are appurtenant, his family, guests, servants and invitees. The ownership of the common elements shall remain undivided, and no person or owner shall bring any action for the partition or division of the common elements. The Association shall from time to time establish rules and regulations for the use of the common elements, and all owners and users shall be bound thereby. The Association shall have the sole jurisdiction over and responsibility for alterations, improvements, repairs and maintenance of the common elements. The share of an owner in the common elements is appurtenant to his apartment and inseparable from apartment ownership. Assessments against owners for insurance, common element expenses and reserves, and for other expenses incurred by the Association shall be made pursuant to the By-Laws. All assessments collected by the Association shall be considered to be held in a fiduciary capacity

Any excess of assessments over current expenses or income upon said funds shall be held by the Association and applied to the benefit of the owners in accordance with the Articles of Incorporation, the By-Laws attached hereto as Exhibit "A" and this Master Deed.

Assessments paid within thirty (30) days after the date when due shall not bear interest, but all sums not paid within said thirty (30) day period shall bear interest at the highest legal rate from due date until paid. If any owner shall fail or refuse to make any payment of such assessments when due, the amount thereof plus interest shall constitute a lien upon the owner's interest in his unit and in the property, and upon the recording of such lien by the Association in the Office of the Register of Deeds of Douglas County, Nebraska, such amount shall constitute a lien prior and preferred over all other liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the unit and except prior duly recorded mortgage and lien instruments.

"Exhibit A"

II. INVOLVED PROPERTY.

The lands owned by the Developer which are hereby submitted to the condominium regime are described as follows:

A tract of land located in the NE 1/4 of the NE 1/4 of Section 17, T15N, R12E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the SE corner of the NE 1/4 of the NE 1/4 of said Section 17-15-12; thence S 89°23'10" W, a distance of 50 ft. to the point of beginning; thence S 89°23'10" W, a distance of 400.2 ft.; thence N 00°00" E, a distance of 204.9 ft.; thence N 36°53'20" E, a distance of 250.0 ft; thence N 90°00' E, a distance of 249.8 ft.; thence S 0°00' E, a distance of 400.54 ft. to the point of beginning; containing 3.35 acres, more or less.

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INDEXED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
20 DAY OF February 1975 AT 2:42 P.M. G. HAROLD OSTLER, REGISTER OF DEEDS

1525