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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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MASTER DEED AND DECLARATION

FOR

JACKSON STREET CONDOMINIUM PROPERTY REGIME

This Declaration is made by the undersigned individuals, hereinafter collectively designated "Declarant".

WITNESSETH:

Whereas, Declarant is the owner of real estate located in the County of Douglas, State of Nebraska, more particularly described as:

Lots 13 and 14, in W. A. Redick's Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska ("the Parcel"); and

Whereas, there are located on the Parcel three Buildings heretofore known as the Jackson Street Cooperative Apartments including two (2) brick apartment buildings situated at 3263 and 3267 Jackson Street containing 4 apartment units per building for a total of 8 apartment units together with storage spaces and other amenities, and a wood frame garage building containing space for four vehicles; and

Whereas, said Declarant intends to and does hereby submit the Parcel, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto (hereinafter called the "Property"), to a condominium regime pursuant to the Nebraska Condominium Act; and

Whereas, said Declarant further desires to establish for its own benefit and for the mutual benefit it of all future owners or occupants of the Property or any part thereof, and intends that all future owners, occupants, mortgagees, and any other persons hereafter acquiring any interest in the Property shall hold said interest subject to certain rights, easements and privileges in, over and upon said premises and certain mutually beneficial restrictions, obligations and liens are declared to be in furtherance of a plan to promote and protect the co-operative aspects of residence on the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

Now, therefore, said Declarant, as the owner of the real estate hereinbefore described, and for the purposes above set forth, declares as follows:

RETURN: LARRY R. FOLLMAN
7171 MERCY RD. #650
OMAHA, NE 68106

1. **Definitions.** As used herein, unless the context otherwise requires:
- (a) "Act" means the Nebraska Condominium Act.
 - (b) "Apartment" means an enclosed space consisting of one or more rooms occupying all or part of a floor or floors in one of the Buildings, which enclosed space is not owned in common with the Owners of the other Apartments, together with the doors and windows serving the said enclosed space. Each Apartment is numbered as shown on the Plat, and the boundaries of each Apartment shall be and are the interior surfaces of its perimeter walls, floors, and ceilings and the exterior surface of its doors and windows; and an Apartment includes both the portion of the Building so described and the air space so encompassed, excepting Common Elements. Any Apartment may be jointly or commonly owned by more than one person.
 - (c) "Apartment Owner" means the person or persons having fee simple ownership of an Apartment and of the undivided interest in the Common Elements appurtenant thereto, but shall not include those having an interest in an Apartment merely as security for the performance of an obligation.
 - (d) "Association" means the Jackson Street Condominium Association, a Nebraska non-profit corporation.
 - (e) "Board" means the Board of Directors of the Association.
 - (f) "Building" means one of the structures located on the Parcel forming part of the Property and containing Apartments.
 - (g) "By-Laws" mean the By-Laws of the Association, as amended from time to time.
 - (h) "Common Elements" mean all of the Property except for the Apartments, and, without limiting the generality of the foregoing, shall include those items defined as "general common elements" in the Act, including but not limited to the following:
 - (1) The Parcel;
 - (2) All foundations, floors, bearing walls and columns, exterior walls of each apartment and of the buildings, ceilings and roofs, halls, lobbies, stairways, and entrances and exits or communication ways;
 - (3) The outside parking areas and garage spaces, use of which will be allocated by the Board (rental will be charged for garage spaces as determined by the board) except as otherwise herein provided or stipulated.
 - (4) All compartments or installations of central services such as power, light, water (including, without limitation, the

convectors located within the Apartments), reservoirs, water tanks and pumps, and the like;

- (5) All devices or installations existing for common use; and
 - (6) All other elements of the Property desirably or rationally of common use or necessary to the existence, upkeep and safety of the condominium regime established by this Declaration.
- (i) "Common expenses" mean and include:
- (1) All sums lawfully assessed against the Common Elements by the Board.
 - (2) All expenses of the administration and management, maintenance, operation, repair or replacement of and additions to the Common Elements;
 - (3) Expenses agreed upon as a common expense by the Apartment Owners; and
 - (4) Expenses declared to be common expenses by this Declaration or by the By-Laws.
- (j) "Council of Co-Owners" means all of the Apartment owners, which Council of Co-Owners has been incorporated as the Association.
- (k) "Declarant" means the group of individuals with ownership interests in the Parcel as of the date of filing of this Declaration.
- (l) "Declaration" means this instrument, by which the Property is submitted to the provisions of the Act as hereinafter provided, as amended from time to time.
- (m) "Limited Common Elements" means all Common Elements serving exclusively a single Apartment or one or more adjoining Apartments as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Apartment or Apartments either in this Declaration, on the Plat or by the Board. Limited Common Elements shall include, but shall not be limited to, convectors, pipes, ducts, electrical wiring and conduits located entirely within an Apartment or adjoining Apartments and serving only such Apartment or Apartments. In addition, limited Common Elements shall include central air conditioning, central heating, hot water heaters installed and maintained by each Apartment owner for the exclusive use of that owner's apartment. The enclosed storage areas in each building are hereby designated as Limited Common Elements and are hereby assigned to the apartments with the corresponding letter designations.

- (n) "Majority" or "majority of the Apartment Owners" means the owners of more than fifty percent (50%) of the undivided ownership of the Common Elements. Any specific percentage of Apartment Owners means that percentage of Apartment Owners who in the aggregate own such specified percentage of the entire undivided ownership of the Common Elements.
 - (o) "Occupant" means a person or persons residing in and owning an apartment, unless otherwise stipulated herein.
 - (p) "Parcel" means the parcel or tract of real estate described above in this Declaration, submitted to the provisions of the Act.
 - (q) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
 - (r) "Plat" means the floor and elevation plans and drawings of the Buildings, attached hereto as Exhibit "A" and by this reference made a part hereof.
 - (s) "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Apartment Owners.
 - (t) "Record" or "Recording" refers to the record or recording in the Office of the Register of Deeds, Douglas County, Nebraska.
2. Submission of Property to the Act. Declarant is the legal and equitable title holder of the fee simple title to the Parcel, and expressly intends to, and by recording this Declaration does hereby, submit the Property to the provisions of the Act; said Property and said Condominiums to be known as "Jackson Street Condominium Property Regime".
3. Plat. The Plat sets forth the descriptions, locations and other data, as required by the Act. The Plat shows graphically all particulars of the Buildings including, but not limited to the following:
- A. The location, approximate area, number of rooms, and designated apartment number of each Apartment;
 - B. The dimensions, area and location of common elements affording access to each Apartment;
 - C. The other common elements, both limited and general, insofar as possible.

4. Apartments. The legal description of each Apartment shall consist of the identifying number of such Apartment as shown on the Plat. Every deed, lease, mortgage or other instrument shall legally describe an Apartment by its identifying number as shown on the Plat and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided in this Declaration and in the Act, no Apartment Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Apartment to be separated into any tracts or parcels different from the whole Apartment as shown on the Plat.
5. No Partition. The Common Elements shall remain undivided and shall not be the object of an action for partition or division of the co-ownership thereof so long as suitable for a condominium regime, and, in any event, all Mortgages must be paid in full prior to bringing an action for partition or the consent of all Mortgagees must be obtained.
6. (a) Association of Apartment Owners and Administration and Operation of the Property. There has been formed an Association having the name Jackson Street Condominium Association, a Nebraska non-profit corporation, which Association shall be the governing body for all of the Apartment Owners, for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Declaration and the By-Laws. The Board of Directors of the Association (also called the Board of Administrators of the Condominiums) shall be elected and shall serve in accordance with the provisions of the By-Laws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Apartment Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of Apartment Owners in accordance with the provisions of this Declaration and the By-Laws. Each Apartment Owner shall be a member of the Association so long as he is an Apartment Owner. An Apartment Owner's membership shall automatically terminate when he ceases to be an Apartment Owner. Upon the conveyance or transfer of an Apartment Owner's ownership interest to a new Apartment Owner, the new Apartment Owner shall simultaneously succeed to the former Apartment Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be eight (8) and shall be divided among the respective Apartment Owners in accordance with their respective percentages of ownership interest in the Common Elements as set forth in Exhibit "B" hereto. The By-laws of said Association are attached hereto as Exhibit "C" and they shall also constitute the By-Laws of this Condominium Property Regime.

(b) Management of Property. The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof, to the extent deemed advisable by the Board. The Board shall also have the authority (but shall not be obligated) to

engage, supervise, and control such employees as the Board deems advisable to clean and maintain all or any part of the Apartments to the extent the Board deems it advisable to provide such services for all or any portion of the Apartment Owners. The cost of such services shall be a common expense.

(c) Non-Liability of the Directors and Officers. Neither the directors nor officers of the Association shall be personally liable to the Apartment Owners for any mistake in judgment or for any acts or omissions of any nature whatsoever except such acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless each of the directors and officers and their respective heirs, personal representatives, successors and assigns in accordance with the provisions of the By-Laws.

(d) Board's Determination Binding In the event of any dispute or disagreement between any Apartment Owners relating to the Property, or any questions of interpretation or application of the provisions of the Declaration or By-Laws, such dispute or disagreement shall be submitted to the Board. The determination of such dispute or disagreement by the Board shall be binding on each and all such Apartment Owners, subject to the right of Apartment Owners to seek other remedies provided by law after such determination by the Board.

7. Ownership of the Common Elements. Each Apartment Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Apartment owned by such Apartment Owner, as set forth in Exhibit "B" attached hereto and by this reference made a part hereof. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Apartment Owners as tenants in common in accordance with their respective percentages of ownership. The undivided percentage of ownership in the Common Elements corresponding to any Apartment shall be deemed conveyed or encumbered with that Apartment, even though the legal description in the instrument conveying or encumbering said Apartment may refer only to the title to that Apartment or may refer to an incorrect percentage for that Apartment.
8. Use of the Common Elements. Each Apartment Owner shall have the right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases made by or assigned to the Board) in common with all other Apartment Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Apartment owned by such Apartment Owner. Such right to use the Common Elements shall extend to not only each Apartment Owner, but also to his agents, family members, invitees and licensees. However, each Apartment Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving such Apartment alone. Such rights to use the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act, the Declaration, the By-Laws and the rules and regulations of the Association.

In addition, the Association shall have the authority to rent, lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-Laws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

The garage building and the parking spaces therein, together with any other parking areas on the Parcel, shall also be part of the Common Elements, and may be allocated and re-allocated, from time to time, to the respective Apartment Owners, and shall be used by such Apartment Owners in such manner and subject to such rules, regulations and charges as the Board may prescribe, and parking spaces not so used by Apartment Owners otherwise may be used in such manner as the Board may prescribe.

9. Storage Areas The storage areas on the Property located outside of the Apartments (designated A, B, C, and D in both buildings) shall be part of the Limited Common Elements and are hereby assigned to the Apartments with the corresponding letter designations.
10. (a) Common Expenses. Each Apartment Owner shall pay his proportionate share of the common expenses. Such proportionate share of the common expenses for each Apartment Owner shall be in accordance with his percentage of ownership in the Common Elements. Payment of common expenses, including any prepayment thereof required by contract for sale of an Apartment, shall be in such amounts and at such times as determined in the manner provided in the By-Laws. No Apartment Owner shall be exempt from payment of his proportionate share of the common expenses by waiver or non-use or enjoyment of the Common Elements or Limited Common Elements or by abandonment of his Apartment. If any Apartment Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest thereon at the maximum rate as may then be permitted under the laws of the State of Nebraska, accruing from and after the date that said common expenses become due and payable, shall constitute a lien on the interest of such Apartment Owner in the Property and his Apartment.

(b) Enforcement of Lien. The Board may bring an action at law against the Apartment Owner personally obligated to pay the same, for collection of his unpaid proportionate share of the common expenses, or foreclose the lien against the Apartment or Apartments owned by such Apartment Owner, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Apartment Owner, by his acceptance of a deed to an Apartment, hereby expressly vests in the Board or its agents the right and power to bring all actions against such Apartment Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens. The lien provided for in this section shall be in favor of the Association and shall be for the common benefit of all Apartment Owners. The Board acting

on behalf of the Apartment Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, mortgage and convey the same.

(c) Mortgage Protection. The lien for common expenses payable by an Apartment Owner shall be subordinate to the lien of a prior recorded first Mortgage or Deed of Trust on the interest of such Apartment Owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the Mortgagee thereunder either takes possession of the Apartment encumbered thereby, accepts a conveyance of any interest therein (other than as security) or files suit to foreclose its Mortgage and causes a receiver to be appointed. This subparagraph (c) shall not be amended, changed, modified or rescinded without the prior written consent of all Mortgagees of record holding a lien against all or part of the Property.

11. Mortgages and Deeds of Trust. Each Apartment Owner shall have the right, subject to the provisions herein, to give separate Mortgages or Deeds of Trust on his respective Apartment together with his respective ownership interest in the Common Elements. No Apartment Owner shall have the right or authority to make or create or cause to be made or created-from the date hereof any Mortgage or other lien on or affecting the Property or any part thereof, except only to the extent of his own Apartment and the respective percentage interest in the Common Elements appurtenant thereto.
12. Separate Real Estate Taxes. Taxes, assessments and other charges of any taxing or assessing authority shall be separately assessed to each Apartment Owner for his Apartment and his corresponding percentage of ownership in the Common Elements as provided in the Act. In the event that such taxes or assessments for any year are not separately assessed to each Apartment Owner, but rather are assessed on the Property as a whole, then each Apartment Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements, and, in said event, such taxes or assessments shall be a common expense. Without limiting the authority of the Board provided for elsewhere herein, the Board shall have the authority to collect from the Apartment Owners their proportionate share of taxes or assessments for any year in which taxes are assessed on the Property as a whole.
13. Insurance. The Board shall have the authority to and shall obtain insurance for the Property, exclusive of decorating of and improvements to the Apartments or Limited Common Elements by the Apartment Owners, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions, for the full insurable replacement cost of the common Elements and the Apartments, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed the cost of restoring the Common Elements, Apartments or any part thereof to substantially the same condition in which the same existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and

the proceeds thereof shall be payable to, the Association as the trustee for each of the Apartment Owners in proportion to said Apartment Owner's respective percentage of ownership in the Common Elements, as set forth in the Declaration, and for the holders of Mortgages or Deeds of Trust on his Apartment, if any. Such policies of insurance shall also contain, if available, a waiver of subrogation rights by the insurer against individual Apartment Owners. The premiums for such insurance shall be a common expense.

The Board shall also have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable, and worker's compensation insurance and other liability insurance as it deems desirable, insuring each Apartment Owner,

Mortgagee of record, if any, the Association, its officers, directors, and employees and the Managing Agent, if any, from liability in connection with the Common Elements. The premiums for such insurance shall be a common expense.

Each Apartment Owner shall be responsible for obtaining his own insurance on the improvements and betterments to his Apartment and on the contents of his Apartment and the Limited Common Elements serving his Apartment, as well as his decorations, furnishings and personal property therein, and his personal property stored elsewhere on the Property. In addition, in the event an Apartment Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that this liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Apartment owners as part of the common expenses as above provided, said Apartment Owner may, at his option and expense, obtain additional insurance.

14. Damage and Destruction. In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the Buildings, shall be applied to such reconstruction. Reconstruction of the Buildings, as used in this paragraph, means restoring the Buildings to substantially the same condition in which they existed prior to the fire, casualty, or other disaster with each Apartment and the Common Elements having the same vertical and horizontal boundaries as before. Such reconstruction shall be directed by the Managing Agent or Board.

If insurance proceeds are insufficient to reconstruct the Buildings, damage to or destruction of the Buildings shall be promptly repaired and restored by the Managing Agent or Board, using proceeds of insurance, if any, on the Buildings for that purpose, and all the Apartment Owners shall be liable for assessment for any deficiency. However, if one-half or more of the apartments are destroyed or substantially damaged and if the Apartment Owners, by a vote of at least three-quarters of the voting power, do not voluntarily, within one hundred days after such destruction or damage, make provision for reconstruction, the Association shall record with the County

Register of Deeds a notice setting forth such facts, and upon the recording of such notice:

- A. The Property shall be deemed to be owned in common by the Apartment Owners.
- B. The undivided interest in the Property owned in common which shall appertain to each Apartment Owner shall be the percentage of undivided interest previously owned by such Apartment Owner in the Common Elements.
- C. Any liens affecting any of the Apartments shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Apartment Owner in the Property; and
- D. The Property shall be subject to any action for partition at the suit of any Apartment Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Apartment Owners in a percentage equal to the percentage of undivided interest owned by each Apartment Owner in the Common Elements, after first paying out of the respective shares of the Apartment Owners, to the extent sufficient for the purposes, all liens on the undivided interest in the Property owned by each Apartment Owner.

Notwithstanding all provisions hereof, the Apartment Owners may, by an affirmative vote of at least three-fourths of the voting power, at a meeting of Apartment Owners duly called for such purpose, elect to sell or otherwise dispose of the Property. Such action shall be binding upon all Apartment Owners and it shall thereupon become the duty of every Apartment Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

15. Maintenance, Repairs and Replacements. Except to the extent the Board provides (at its option and discretion) maintenance of the Apartments for Apartment Owners, each Apartment Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his own Apartment including windows and doors serving the same. Maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association. The cost of maintenance of, repairs to and replacements within the Apartments to the extent the Board elects to provide such service and within the Common Elements shall be part of the common expenses, subject to the By-Laws, rules and regulations of the Association. However, at the discretion of the Board, maintenance of, repairs to and replacements within the Limited Common Elements may be provided and assessed in whole or in part to Apartment Owners benefitted thereby, and, further, at the discretion of the Board, the Board may direct Apartment Owners who stand to be benefitted by such maintenance of, repairs to and replacements within the Limited

Common Elements to arrange for such maintenance, repairs and replacements in the name and for the account of such benefitted Apartment Owners, pay the cost thereof with their own funds, and procure and deliver to the Board such lien waivers and contractor's and subcontractors sworn statements as may be required to protect the Property from all construction lien claims that may arise therefrom.

In addition to the discretionary authority provided herein for maintenance of all or any portion of the Apartments, the Board shall have the authority to maintain and repair any Apartments, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Elements or preserve the appearance and value of the Property, and the Apartment Owner of said Apartment has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board, and the Board shall levy a special assessment against the Apartment Owner for the cost of said necessary maintenance or repair.

If, due to the act or neglect of an Apartment Owner, or his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements or to an Apartment or Apartments owned by others, or maintenance, repair or replacement are required which would otherwise be a common expense, then such Apartment Owner shall pay for such damage or such maintenance, repair and replacements as may be authorized by the Association, subject to the provision of paragraph 13 hereof providing for waiver of subrogation rights with respect to casualty damage insured under the policies of insurance maintained by the Board.

The authorized representatives of the Association or Board, or the Managing Agent with approval of the Board, shall be entitled to reasonable access to the individual Apartments and Limited Common Elements as may be required in connection with the preservation of any individual Apartments or Limited Common Elements in the event of any emergency, or in connection with maintenance of, repairs or replacements within the Common Elements, Limited Common Elements or any equipment, facilities or fixtures affecting or serving other Apartments, Common Elements and Limited Common Elements to make any alteration required by any governmental authorities.

16. Alterations, Additions or Improvements. Except as provided in this paragraph 16, no alteration of any Common Elements and no additions or improvements thereto shall be made by any Apartment Owner without the prior written approval of the Board. The Board may authorize and charge as common expenses, alterations, additions and improvements of the Common Elements as provided in the By-Laws. Any Apartment Owner may make alterations, additions, or improvements within his Apartment (including minor alterations to the perimeter walls of his Apartment caused by nails, screws, staples and the like) without the prior written approval of the Board, but such Apartment Owner shall be responsible for any damage to other Apartments, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

17. **Decorating.** Each Apartment Owner, at his own expense, shall furnish and be responsible for all decoration within his own Apartment and Limited Common Elements serving his Apartment, as may be required from time to time, including painting, wall papering, paneling, floor covering, draperies, window shades, curtains, lighting and other furnishings and decorating. Each Apartment Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of his Apartment, and such Apartment Owner shall maintain said interior surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, but each such Apartment Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. Decorating of the Common Elements (other than interior surfaces within the Apartments as above provided and other than of Limited Common Elements) and any redecorating of Apartments, to the extent such redecorating of Apartments is made necessary by damage to Apartments caused by maintenance, repair or replacement of the Common Elements by the Association, shall be furnished by the Association as part of the common expenses. The windows forming part of a perimeter wall of an Apartment shall be cleaned and washed at the expense of the Owner of that Apartment.
18. **Encroachments.** If any portions of the Common Elements shall actually encroach upon any Apartment, or if any Apartment shall actually encroach upon any portions of the Common Elements, or if any Apartment shall actually encroach upon another Apartment, as the Common Elements and Apartments are shown by the Plat, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Apartment Owners involved, to the extent of such encroachments, so long as the same shall exist.
19. **Use and Occupancy Restrictions.** Occupancy of each Apartment shall be limited to two (2) individuals per Apartment, at least one of whom shall be an owner or a parent, sibling or child (natural or adopted) of an owner. No Apartment shall be rented or leased. Subject to the provisions of this Declaration and By-Laws, no part of the Property may be used for purposes other than housing and the related common purposes for which the Property was designed.

The Common Elements shall be used only by the Apartment Owners and their agents, family members, invitees and licensees for access, ingress to and egress from the respective Apartments and for other purposes incidental to use of the Apartments; provided, however, the storage areas and other areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Apartment Owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part of all of said Common Elements.

Without limiting the generality of the foregoing provisions of this paragraph 19, use of the Property by the Apartment Owners shall be subject to the following restrictions:

- (a) Nothing shall be stored in the Common Elements without prior consent of the Board except in storage areas or as otherwise herein expressly provided;
- (b) Nothing shall be done or kept in any Apartment or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Apartment Owner shall permit anything to be done or kept in his Apartment or in or on the Common Elements which will result in the cancellation of insurance on any Apartment, or any part of the Common Element, or which will be a violation of any law;
- (c) Pets must be confined within an individual apartment and must not be kept in limited common elements. Pets are limited to cats or dogs and consent must be obtained from the Board which may disallow the pet or limit the number of such pets. No animals may be kept outside the confines of an individual apartment or upon any portion of the parcel. No dogs or cats generating noise levels deemed unacceptable by the Board, or animals whose responses to the calls of nature are not customarily answered within the confines of an individual apartment maintained in a reasonably clean and sanitary condition, shall be kept, housed or maintained in any Apartment or upon any portion of the Parcel.
- (d) No waste shall be committed in or on the Common Elements;
- (e) No sign of any kind shall be displayed to the public view on or from any Apartment or the Common Elements without the prior written consent of the Board or the written consent of the Managing Agent acting in accord with the Board's direction;
- (f) No noxious or offensive activity shall be carried on in any Apartment or on or in the Common Elements nor shall anything be done therein which may be or become any annoyance or nuisance to the other Apartment Owner;
- (g) Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board;
- (h) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board;

- (i) Outdoor drying of clothes shall be permitted only on existing, permanently installed clotheslines;
- (j) Parking of vehicles in driveways and parking areas shall be subject to the rules and regulations of the Board applicable thereto;
- (k) Except within individual Apartments, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board.
- (l) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a parking space to a point outside the Property, or from a point outside the Property directly to a parking space.

20. Remedies. In the event of any violation provisions of the Act, this Master Deed, the By-Laws or the rules and regulations of the Board or Association by any Apartment Owner (either by his own conduct or by the conduct of any other Occupant of his Apartment) the Association, or its successors or assigns, or the Board, or its agent, shall have each and all of the rights and remedies which may be provided for in the Act, this Master Deed, the By-Laws, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Apartment Owner and/or others for enforcement of any lien and the appointment of a receiver for the Apartment and ownership interest of such Apartment Owner, or for damages, injunctive relief, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained shall give the Board the right, in addition to any other rights provided for in this Declaration, (a) to enter upon the Apartment, or any portion of the property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Apartment Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespassing; or (b) to enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any breach; or (c) to take possession of such Apartment Owner's interest in the property and to maintain an action for possession of such Apartment in the manner provided by law.

If any Apartment Owner (either by his own conduct or by the conduct of any Occupant of his Apartment) shall violate any provision of the Act, this Declaration or the regulations of the Association, and if such default or violation shall continue for five (5) days after notice to the Apartment Owner in writing from the Board, or shall occur repeatedly during any ten

(10) day period after such written notice or request to cure such violation from the Board, then the Board shall have the power to issue to said defaulting Owner a notice in writing terminating the rights of the said defaulting Owner to continue as an Apartment Owner and to continue to occupy, use or control his Apartment, and thereupon an action in equity may be filed by the Board against said defaulting Owner for a decree of mandatory injunction against said defaulting Owner for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Apartment owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the Court shall determine, except that the Court shall enjoin and restrain the said defaulting Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge Court costs and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Apartment and the Apartment Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Apartment sold and may apply to the Court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Apartment sold subject to this Declaration.

21. Amendment. (a) Subject to the requirements of this paragraph 21, and of paragraph 10, subparagraph C, the provisions of this Declaration may be amended, modified or rescinded by a resolution setting forth such amendment, modification or rescission and duly adopted by the affirmative vote of not less than seventy-five percent (75%) of the Apartment Owners, or by an instrument in writing setting forth such amendment, modification or rescission and signed by not less than seventy-five percent (75%) of the Apartment Owners and duly acknowledged before a notary public. All holders of a recorded mortgage encumbering any one or more Apartments in the Buildings shall be notified by certified mail of any such amendment, modification or rescission and an affidavit by the secretary of the Association certifying to such mailing shall be made a part of any instrument effecting such amendment, modification, or rescission. No such amendment, modification or rescission shall change the boundaries of any Apartment, the undivided interest in the Common Elements appurtenant to any Apartment, the number of votes in the Association allocated to any Apartment, or the liability for Common Expenses appertaining to any Apartment, except to the extent authorized by this Declaration or by the Act.

(b) If the Act, this Declaration, or the By-Laws require the consent or agreement of all Apartment Owners or of all holders of a recorded mortgage encumbering any one or more Apartments in the Buildings, or both, for any action specified in the Act or in this Declaration, then any instrument

amending, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all Apartment Owners or all such lien holders, or both, as the case may be, as required by the Act, this Declaration or the By-Laws.

(c) Any amendment, modification or rescission of this Declaration pursuant to this paragraph 21 or any other provision of this Declaration or of the Act shall be valid and effective only upon the recording thereof, together with an amended Plat if required hereby or by the Act, in the office of the Register of Deeds of Douglas County, Nebraska. This Declaration may not be amended, modified or rescinded so as to conflict with the provisions of the Act.

22. Notices. Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to the Association or Board, or to any Apartment Owner, as the case may be, at the current address of such party appearing on the records of the Association or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address or addresses to all Apartment Owners. Any Apartment Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

Upon written request to the Board, the holder of any recorded Mortgage encumbering any Apartment shall be given a copy of all notices permitted or required by this Declaration to be given to the Owner or Owners whose Apartment is subject to such Mortgage.

23. Severability If any provision of the Declaration or By-Laws, or any section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the By-Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration or the By-Laws shall be construed as if such invalid part was never included therein.
24. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until expiration of the period of time permitted by said rule.
25. Rights and Obligations. Each grantee of the Declarant, by the acceptance of the deed of conveyance from the Declarant, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind

any person having at any times any interest or estate in said land, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

IN WITNESS WHEREOF, the undersigned individuals, collectively designated "Declarant", being all the owners of the Parcel described above, have hereunto set their hands on the dates appearing opposite their respective signatures.

Unit

Owners

3263A

Dana M. Popa
Dana M. Popa

3263B

Margaret A. Pappas
Margaret A. Pappas

3263C

Estate of Arlene Folken, Deceased

By:

Regina R. Marohn P.R.
Regina R. Marohn, Personal Representative

Paul M. Glaviano, Land Contract Vendee

3263D

Charles K. Freyer-muth, TRUSTEE
Charles K. Freyer-muth, Trustee of the Charles K. Freyer-muth Living Trust Dated April 22, 1999

3267A

Robert J. Gaeta
Robert J. Gaeta

Dolores A. Gaeta
Dolores A. Gaeta

3267B

Carol J. Haas
Carol J. Haas

3267C

Alma C. Eischeid
Alma C. Eischeid

Jeanne Ridder Knievel

3267D

Sandra S. Kurt
Sandra Stefankiewicz, n/k/a Sandra S. Kurt

any person having at any times any interest or estate in said land, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

IN WITNESS WHEREOF, the undersigned individuals, collectively designated "Declarant", being all the owners of the Parcel described above, have hereunto set their hands on the dates appearing opposite their respective signatures.

Unit	Owners
3263A	<hr/> Dana M. Popa
3263B	<hr/> Margaret A. Pappas
3263C	<hr/> Estate of Arlene Folken, Deceased
	By: <hr/> Regina R. Marohn, Personal Representative
	<hr/> <i>Paul M. Glaviano</i>
	<hr/> Paul M. Glaviano, Land Contract Vendee
3263D	<hr/> Charles K. Freyermuth, Trustee of the Charles K. Freyermuth Living Trust Dated April 22, 1999
3267A	<hr/> Robert J. Gaeta
	<hr/> Dolores A. Gaeta
3267B	<hr/> Carol J. Haas
3267C	<hr/> Alma C. Eischeid
	<hr/> Jeanne Ridder Knievel
3267D	<hr/> Sandra Stefankiewicz, n/k/a Sandra S. Kurt

any person having at any times any interest or estate in said land, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

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Unit	Owners
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3263B	<hr/> Margaret A. Pappas
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	By: <hr/> Regina R. Marohn, Personal Representative
	<hr/> Paul M. Glaviano, Land Contract Vendee
3263D	<hr/> Charles K. Freyermuth, Trustee of the Charles K. Freyermuth Living Trust Dated April 22, 1999
3267A	<hr/> Robert J. Gaeta
	<hr/> Dolores A. Gaeta
3267B	<hr/> Carol J. Haas
3267C	<hr/> Alma C. Eischeid
	<hr/> <i>Jeanne M. Knievel</i>
	Jeanne Ridder Knievel
3267D	<hr/> Sandra Stefankiewicz, n/k/a Sandra S. Kurt

STATE OF NEBRASKA)
)SS:
COUNTY OF DOUGLAS)

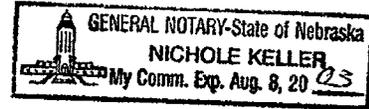
Before me, a notary public, in and for said county and state, personally came Regina R Masohn, PERSONAL REPRESENTATIVE OF THE ESTATE OF ALICE FULKEN, DECEASED,

to me known to be the identical person who executed the above and foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and Notarial Seal this 17 day of November, 1999.

Nichole Keller
Notary Public

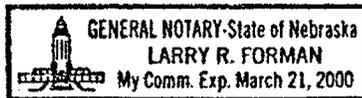
My commission expires: 8/8/03



STATE OF NEBRASKA)
)SS:
COUNTY OF DOUGLAS)

Before me, a notary public, in and for said county and state, personally came DANA M. POPA SINGLE • MARGARET A. PAPPAS, unmarried widow; CHARLES E. FINEYERAMUTH, TRUSTEE; ROBERT J. + DOLORES A. GAETA, HUSBAND + WIFE; CAROL J. HAAS SINGLE; ANNA C. EISENHEID SINGLE; AND SANDRA STETANKIEWICZ MIKA SANDRA S. BURT, to me known to be the identical persons who executed the above and foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal this 22 day of DECEMBER, 1999.



L Forman
Notary Public

My commission expires: 3/21/2000

STATE OF Florida)
COUNTY OF Hillsborough)SS:

Before me, a notary public, in and for said county and state, personally came
Paul Slaviana

to me known to be the identical person who executed the above and foregoing instrument
and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and Notarial Seal this 24th day of December, 1999.



Toni L. Maceovsky
MY COMMISSION # CC830828, EXPIRES
June 21, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Toni Maceovsky
Notary Public

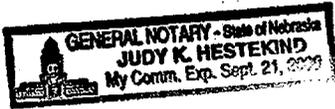
My commission expires: 6/21/2003

STATE OF Nebraska)
)SS:
COUNTY OF Antelope)

Before me, a notary public, in and for said county and state, personally came
Jeanne M Knievel

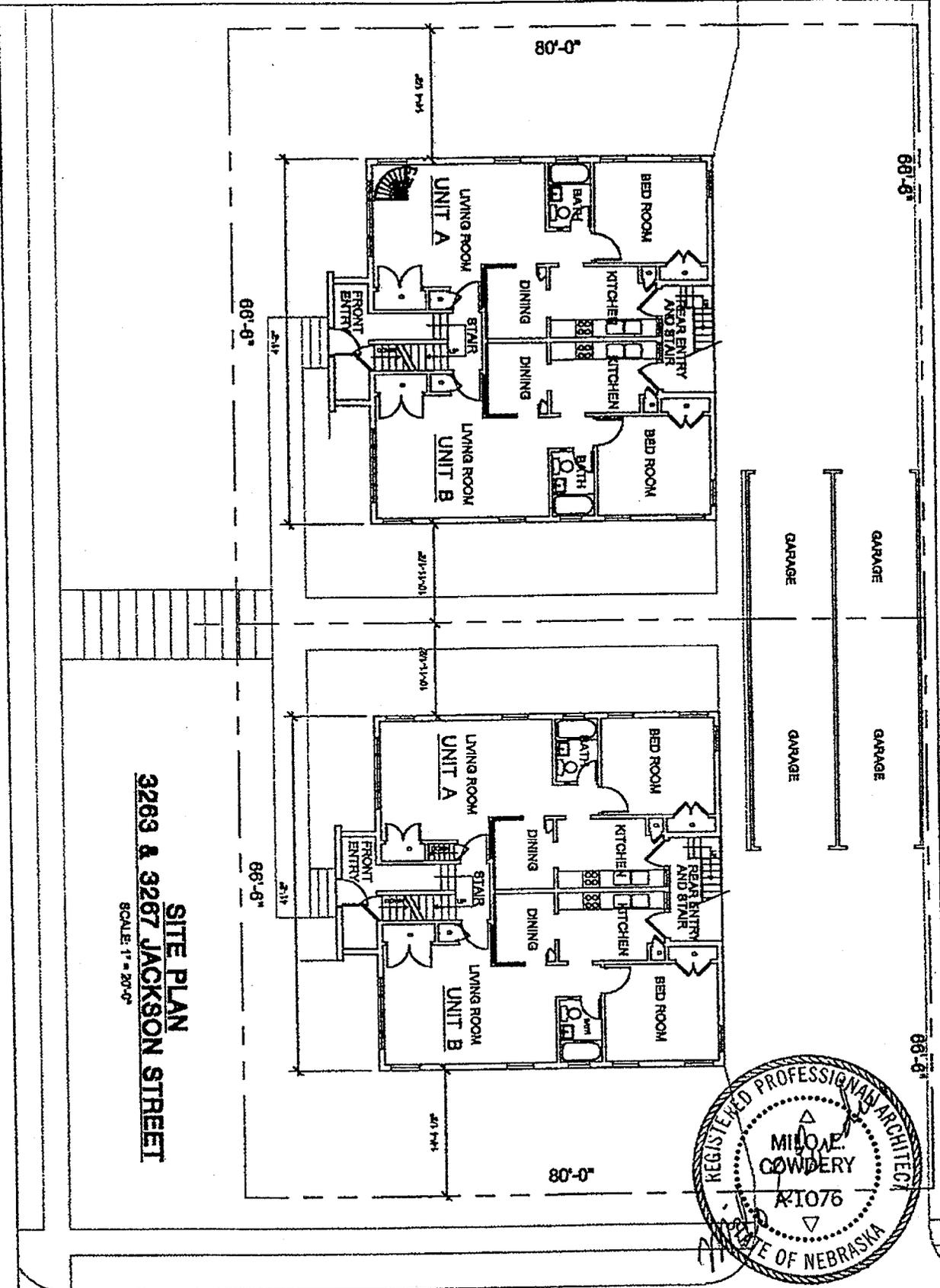
to me known to be the identical person who executed the above and foregoing instrument
and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and Notarial Seal this 4th day of Jan, ²⁰⁰⁰~~1999~~.



Judy K Hestekind
Notary Public

My commission expires: Sept. 21, 2000



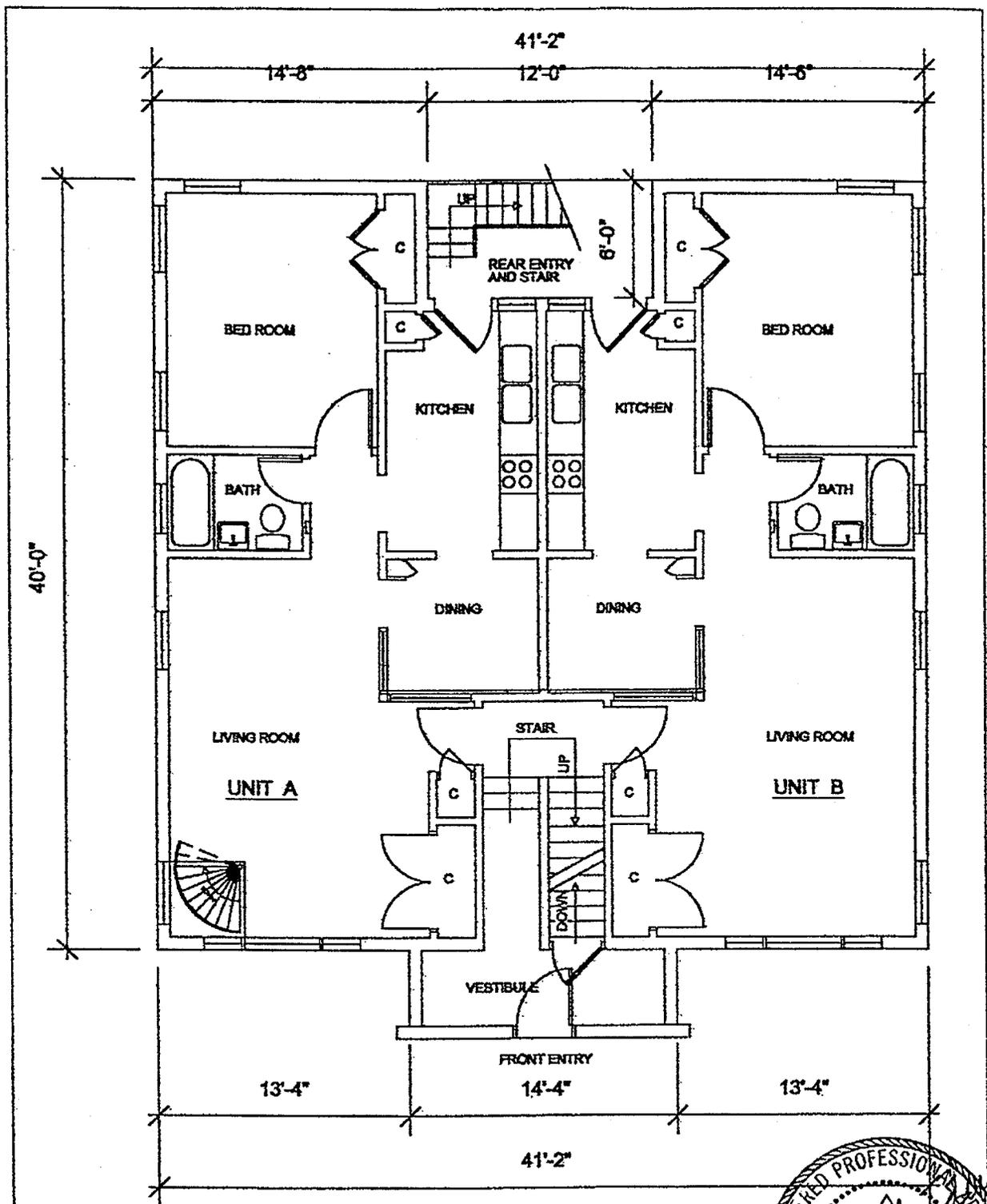
SITE PLAN
3269 & 3267 JACKSON STREET

SCALE: 1" = 20'-0"

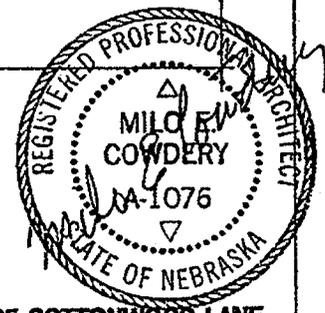


MILO E COWDERY A.L.A., N.C.A.R.B.
 architect

10905 COTTONWOOD LANE
 OMAHA, NE 68184
 402-483-3090

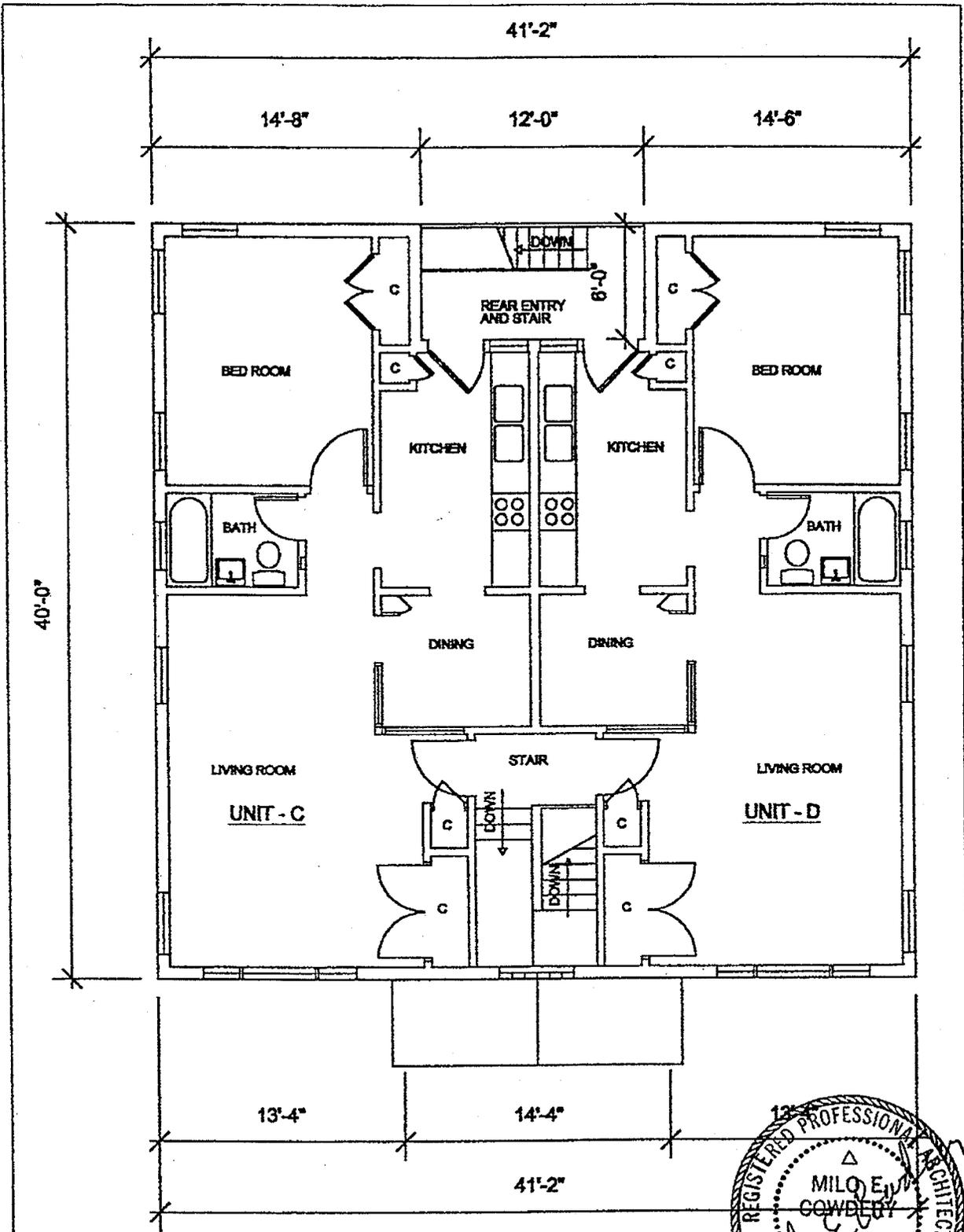


FIRST FLOOR PLAN
3263 JACKSON STREET
 SCALE: 1/8" = 1'-0"



MILO E. COWDERY A.L.A., N.C.A.R.B.
 a r c h i t e c t

10805 COTTONWOOD LANE
 OMAHA, NE 68184
 402-493-3060



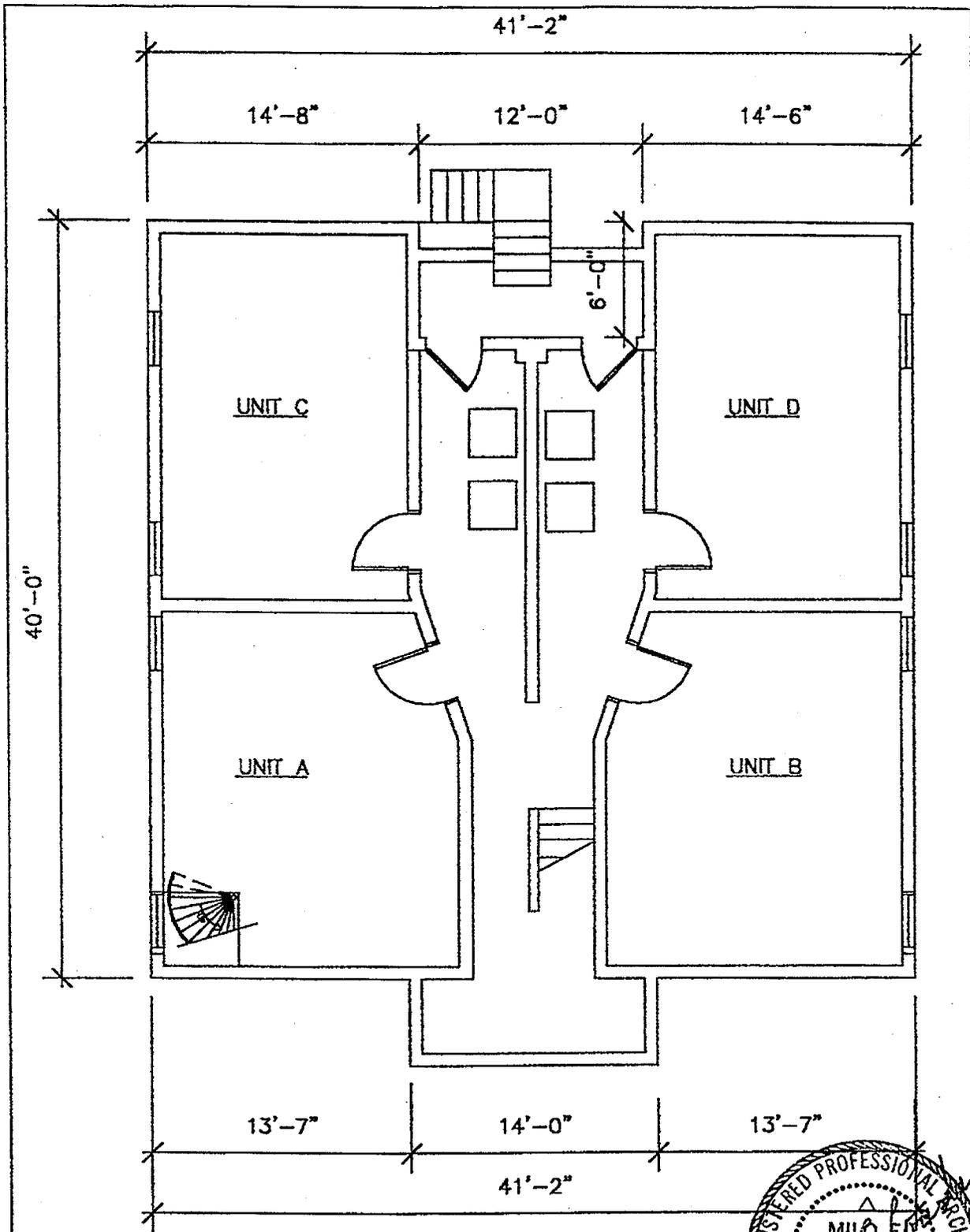
SECOND FLOOR PLAN
3263 JACKSON STREET

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



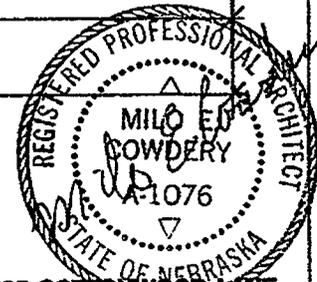
MILO E. COWDERY A.L.A., N.C.A.R.B.
 a r c h i t e c t

10905 COTTONWOOD LANE
 OMAHA, NE 68164
 402-493-3060



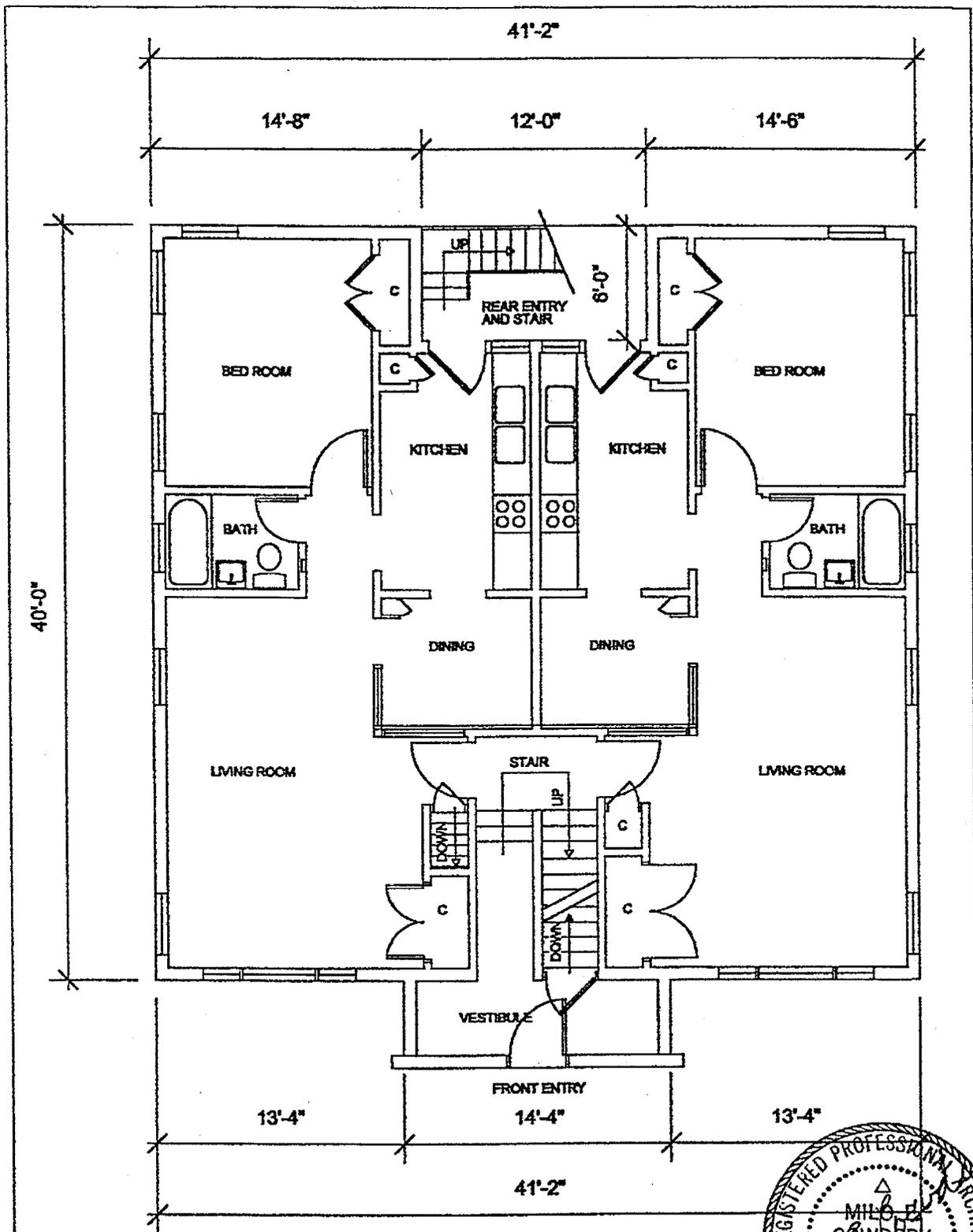
BASEMENT FLOOR PLAN
3263 JACKSON STREET

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

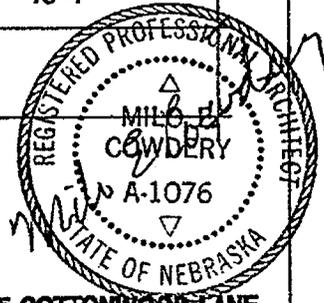


MILO E. COWDERY A.L.A., N.C.A.R.B.
 a r c h i t e c t

10905 COTTONWOOD LANE
 OMAHA, NE 68184
 402-493-3080

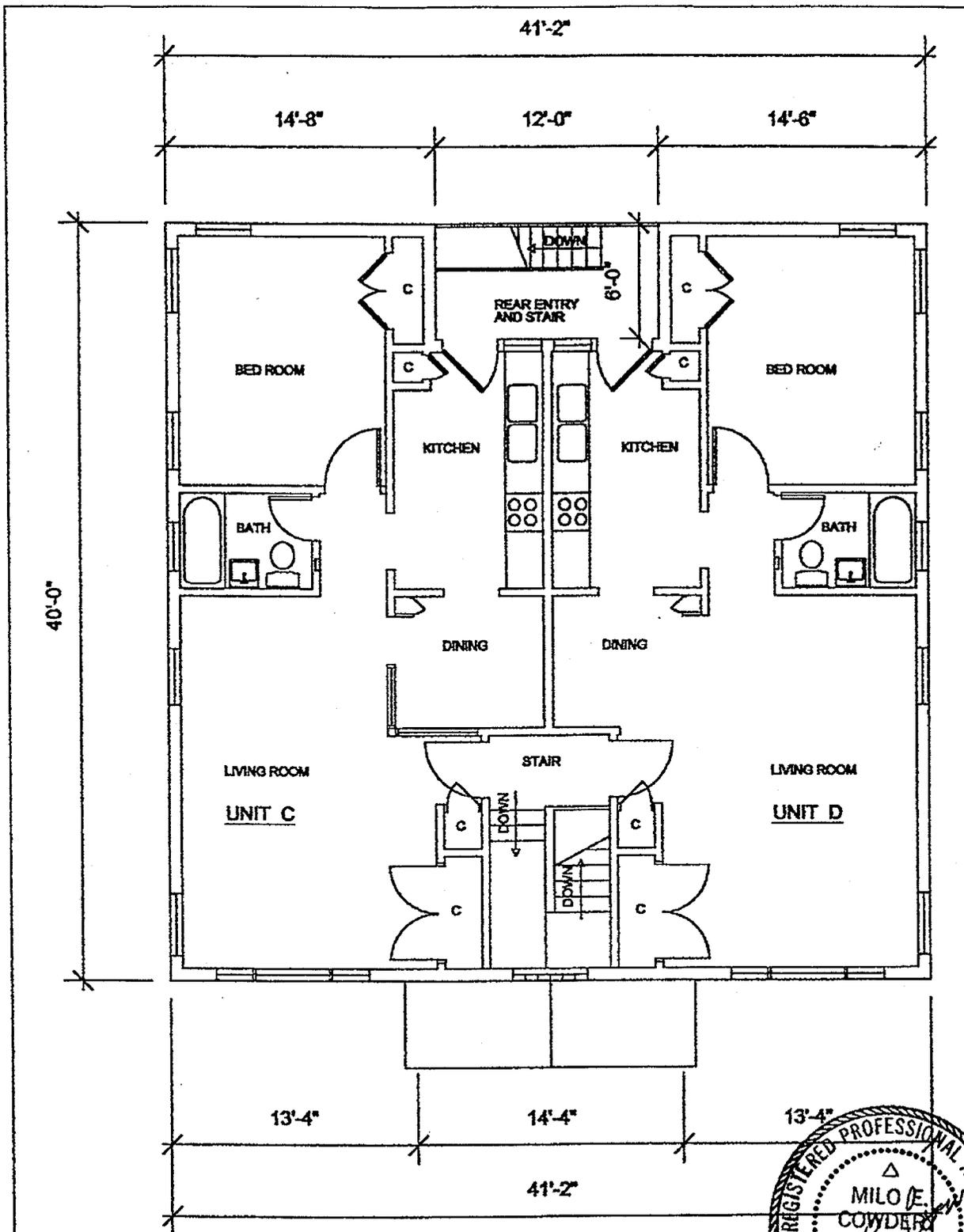


FIRST FLOOR PLAN
3267 JACKSON STREET
 SCALE: 1/8" = 1'-0"



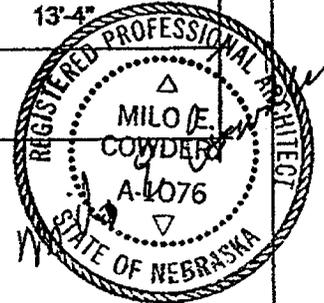
MILO E COWDERY A.L.A., N.C.A.R.B.
 a r c h i t e c t

10805 COTTONWOOD LANE
 OMAHA, NE 68164
 402-483-3080



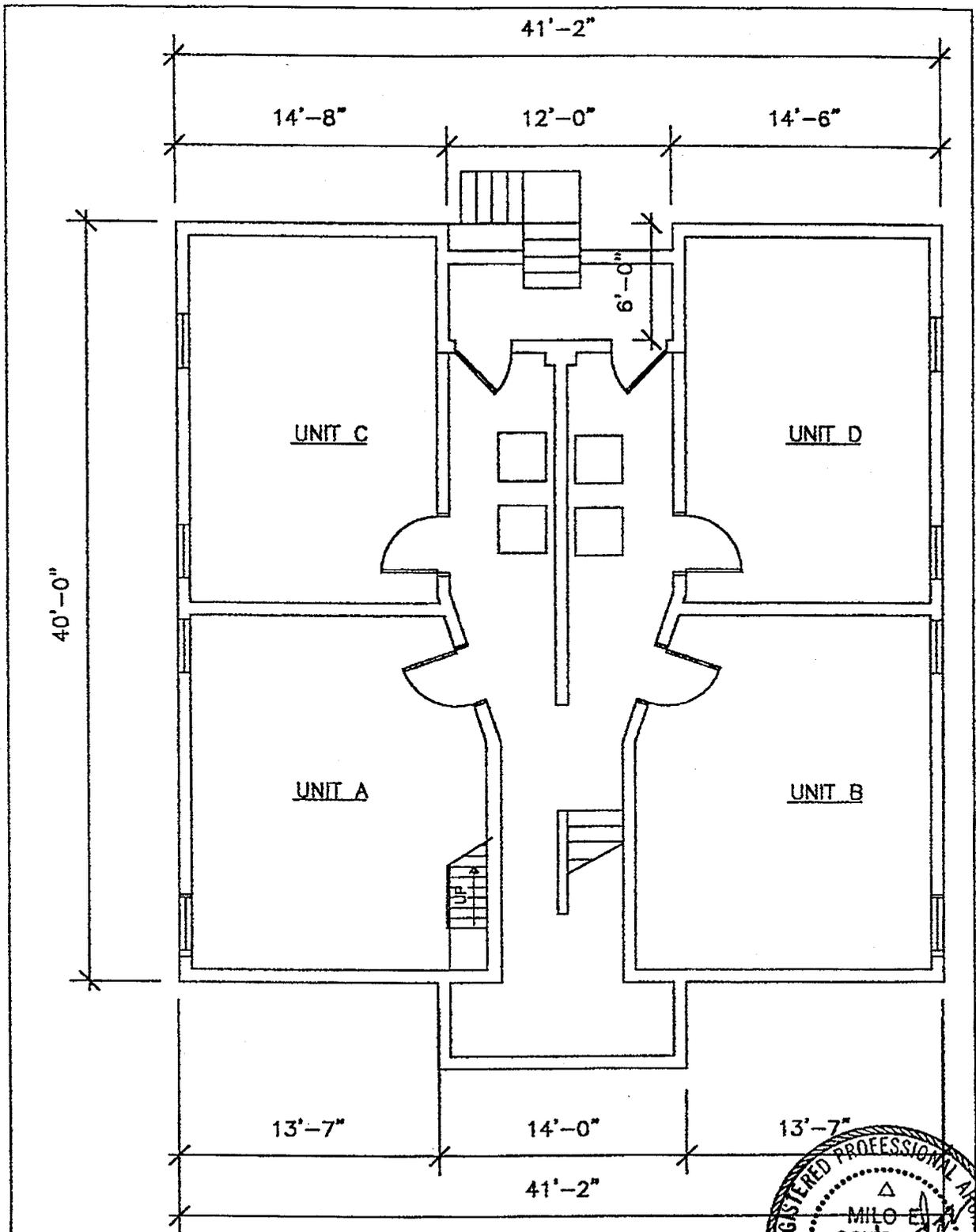
SECOND FLOOR PLAN
3267 JACKSON STREET

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



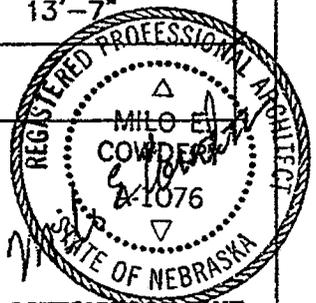
MILO E. COWDERY A.L.A., N.C.A.R.B.
 a r c h i t e c t

10905 COTTONWOOD LANE
 OMAHA, NE 68184
 402-493-3090



BASEMENT FLOOR PLAN
3267 JKACKSON STREET

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



MILO E. COWDERY A.L.A., N.C.A.R.B.
 a r c h i t e c t

10905 COTTONWOOD LANE
 OMAHA, NE 68184
 402-493-3090

EXHIBIT "B"

Apartment	Percentage Interest in Common Elements
3263A	12-1/2
3263B	12-1/2
3263C	12-1/2
3263D	12-1/2
3267A	12-1/2
3267B	12-1/2
3267C	12-1/2
3267D	12-1/2

By -laws
Jackson Street Condominium Association

Article I. By-Laws

Section 1. Description

These are the By-Law of Jackson Street Condominium Association.

Section 2. Membership

An association has been formed having the name Jackson Street Condominium Association, a Nebraska non-profit corporation. The Association shall be the governing body for all of the Unit Owners. Membership in the Association is automatically granted and restricted to record owners of a Unit (total of 8 Units) in Jackson Street Condominium Property Regime (as described in section 1). The votes on behalf of the Unit shall be in person by the record owner thereof, or by proxy, but if a Unit is owned by more than one person, 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. Each Unit shall be entitled to one vote.

Section 3. Application

All present and future owners, mortgagees, and occupants of Units and any other persons who may use the facilities of Jackson Street Condominium Property Regime or of the corporation in any manner are subject to these By-Laws, the Master Deed and Declaration, and the Rules and Regulations.

The acceptance of a deed or conveyance of a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations, and the Provisions of the Master Deed and Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Article II. Unit Owners

Section 1. Election of Board of Directors

Upon reorganization of line Jackson Street Cooperative as the Jackson Street Condominium Regime, a meeting of all Unit owners shall be held and a Board of Directors of the Association, comprising no fewer than three (President, Vice President, Secretary/Treasurer) shall be elected. Thereafter, annual meetings of the Unit owners shall be held on the second Wednesday of February each year. At such meetings, the Board of Directors shall be elected by ballot of the Unit owners in accordance with the By-Laws. The Unit owners may transact other business at such meetings as may properly come before them.

Section 2. Special Members' Meeting

Special meetings of the Association Unit owners may be called by the President or Vice President or by a majority of the Board of Directors and must be called upon receipt of written request from a majority of Unit owners. 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. Notice of Meetings

It shall be the duty of the Secretary to provide notice of each annual or special meeting of the Association Unit owners at least ten (10) but not more than twenty (20) 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 their Unit address or at such other address as such Unit owner shall have designated in writing to the Secretary.

Section 4. Quorum

A quorum for Association Unit owners' meetings shall consist of the presence, in person or by proxy, of a majority of Unit owners, unless otherwise provided in these By-Laws or the Master Deed.

Section 5. Voting

The owner or owners of each Unit, or some person designed 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 vote for such Unit at all meetings of the 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 no proxy may cast a vote for more than one Unit owner. A fiduciary shall be the voting member with respect to any unit owned in a fiduciary capacity. Each unit shall have one vote.

Section 6. 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 these By-Laws or the Deed and Declaration, a higher percentage vote is required.

Section 7. Procedure

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

Section 8. Adjournment

If any meeting of the Unit owners cannot be held because a quorum has not attended, a majority 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 Directors

Section 1. Number and qualifications

The affairs of the Association shall be governed by a Board of Directors of three (3) in number. Each member of the Board of Directors shall be a Unit owner.

Section 2. Powers and Duties

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

A.

- Providing operation, care, upkeep and maintenance of the common areas and facilities;
- collecting assessments (which for the purpose of these By-Laws shall mean such portion of the common expenses as are payable by the respective Unit owners) from Unit owners
- Opening bank accounts on behalf of the Association and designating signatories required therefor
- Paying expenses incurred with Association funds (collected through monthly fees and assessments) and provide monthly statements of income and expense to the Association Secretary
- Employing and dismissing the personnel necessary for maintenance and operation of the common areas, facilities, and property
- Making repairs, improvements to or alterations of the Jackson Street Condominium in accordance with the provisions of these By-Laws, the Rules and Regulations, and the Deed/Declaration.

B. Determination of the common expenses required for the affairs of the Association and the Jackson Street Condominium Regime, including, without limitation, the operation and maintenance of said Association and Regime.

C. Adopting and amending the rules and regulations covering the details of operation and use of the Jackson Street Condominium.

Section 3. Managing Agent

The Board of Directors may employ a managing agent at a compensation established by the Board to perform such duties and services as the Board of Directors shall authorize.

Section 4. Election and Term

At the first annual meeting of the Association Unit owners, the members of the Board of Directors shall be elected to serve until the next annual meeting of the Association Unit owners. Each Director shall be elected thereafter to serve a term of one (1) year not to exceed two (2) successive terms on the Board of Directors.

Section 5. Removal of Directors/Vacancies

At any regular or special meeting of Association Unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority vote of the owners and a successor may then and there or thereafter be elected to fill the vacancy created. Any Board member whose removal has been proposed by the Association Unit owners shall be given an opportunity to be heard at the meeting.

Vacancies in the Board of Directors caused by any reason other than the removal of a member of the Board by a vote of the Association Unit owners, shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board. Each person so elected shall be a member of the Board for the remainder of the term of the vacating member and until a successor is elected at the next annual meeting of Association Unit owners.

Section 6. Annual Board Meeting/Other Board Meetings

The members of the Board of Directors shall meet immediately following the annual meeting of the Association Unit owners.

Meetings of the Board of Directors may be held at any time as determined by the Board either for the purposes of discussed regular business or items of a special nature. At all meetings of the Board of Directors a majority of the members shall constitute a quorum for transaction of business and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors.

Section 7. Compensation

No members of the Board of Directors shall receive any compensation from the Association for acting as such; provided, however, members of the Board of Directors shall receive reimbursement for expenses actually incurred.

Section 8. Liability

The members of the Board of Directors shall not be liable to the Unit owners for any mistake in judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. It is intended that the members of the Board of Directors 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 Directors or by the managing agent on behalf of the Association shall provide that the members of the Board of Directors or the managing agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder. The liability of any Unit owner arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board shall be limited to one-eighth (1/8) of the total liability thereunder.

ARTICLE IV. OFFICERS

Section 1. Designation

The officers (i.e., Board of Directors) of the Association shall consist of a President, Vice President, Secretary/Treasurer, all of whom shall be elected by the Association Unit owners.

President - The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association of Unit owners and the Board of Directors. The President shall have all the general powers and duties which are incident to the office of President of a corporation under the laws of Nebraska.

Vice President - The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board or the President.

Secretary/Treasurer - The Secretary/Treasurer shall take the minutes of all meeting of the Association Unit owners and the Board and shall maintain these records as well as such books and papers as the Board may direct. The Secretary/Treasurer shall have responsibility for Association funds and securities and be responsible for keeping full and accurate financial records and books of account as required.

- 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 Directors.

ARTICLE V. BUDGET AND ASSESSMENTS

Section 1. Budget

The Association of Unit owners at its annual meeting may adopt a budget for each calendar year, which shall include the estimate of funds required to defray common expenses in the coming calendar year and to provide funds for current expenses, reserves to provide a working fund to meeting anticipated expenses, and such sums as needed to make up any deficit in the common expense assessments for prior years. Common expenses shall mean expenses of the Association incurred in the maintenance and repair of the exterior of any Unit, the maintenance and repair of the driveway, garage, and parking areas; snow removal; care and maintenance of landscaping lawn and yards; and open spaces and other common facilities.

Section 2. Annual Assessments/Special assessments

Annual assessments shall be levied against each Unit owner and shall be divided evenly into twelve (12) monthly payments. These monthly payments shall be due and payable upon the 1st day of each month during the calendar year.

Special assessments may be assessed and levied against each Unit, in addition to the annual assessment 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, or to maintain the working fund of the Association. Special assessments shall be due and payable thirty (30) days after the assessment is levied against the Unit owners and notice has been given, and special assessments not paid within thirty (30) days thereafter shall be treated according to the interest and lien provisions thereafter. Special assessments to be levied against each Unit owners shall be one-eighth (1/8) of the total special assessments.

Section 3. Assessments for Use of Space in 4-Car Garage

A monthly assessment shall be charged for use of space in the four-car garage. The amount and assignment of the space shall determined by the Board of Directors with input for Unit owners. Payment of the garage use fee is due on the first day of each month during the calendar year.

Section 3. 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

Board of Directors may record such lien at the Office of the Register of Deeds of Douglas County, Nebraska; 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.

Section 4. Foreclosure of Liens for Unpaid Common Expenses

In any action brought by the Board of Directors to foreclose a lien on a Unit because of unpaid common expenses, the Board of Directors, acting on behalf of all owners, shall have power to purchase such Unit at the foreclosure sale, and to acquire, hold, lease, mortgage, vote the vote appurtenant to, convey, or otherwise deal with the same, all costs incurred, including the cost to purchase, constituting a common expense. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien security the same.

ARTICLE VI. AMENDMENT

Section 1. Amendment of Owners

There shall be no amendment to the By-Laws unless owners of sixty-six and two-thirds percent (66 2/3 %) or more of the Units shall have voted in the affirmative at a special or annual meeting

ARTICLE VII. RECORDS

Section 1. Records and Audit

The Board of Directors and the managing agent shall keep detailed records of the actions of the Board and the managing agent, minutes of the meetings of the Board and Association, financial records and books of account of the Corporation, 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 due and amounts and dates paid, and the balance remaining unpaid.

ARTICLE VIII - MISCELLANEOUS

Section 1. Invalidity

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

Section 2 - 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 or any provisions of the By-Laws.

Section 3. Gender

The use of the masculine gender of 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, whenever the context requires.

Section 4. Nonwaiver

No restrictions, conditions, 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.

CERTIFICATE OF DEATH

1. DECEDENT - NAME FIRST MIDDLE LAST Robert A. Pappas			2. SEX Male		3. DATE OF DEATH (Month, Day, Year) July 17, 1999		
4. CITY AND STATE OF BIRTH (If not in U.S.A., name country) Omaha, Nebraska			5a. AGE - Last Birthday (Yrs.) 70		5b. UNDER 1 YEAR 5b. UNDER 1 DAY 5c. HOURS MINS		
7. SOCIAL SECURITY NUMBER 506-42-8397			6. DATE OF BIRTH (Month, Day, Year) March 25, 1929				
8a. FACILITY - Name (If not institution, give street and number) 3263 Jackson #B			8b. PLACE OF DEATH HOSPITAL: <input type="checkbox"/> Inpatient <input type="checkbox"/> ER Outpatient <input type="checkbox"/> DOA OTHER: <input type="checkbox"/> Nursing Home <input checked="" type="checkbox"/> Residence <input type="checkbox"/> Other (Specify)				
9a. RESIDENCE - STATE Nebraska			9b. COUNTY Douglas		9c. CITY, TOWN OR LOCATION Omaha		
9d. STREET AND NUMBER (Including Zip Code) 3263 Jackson #B 68105			9e. INSIDE CITY LIMITS Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
10. RACE - (e.g., White, Black, American Indian, etc.) (Specify) White		11. ANCESTRY (e.g., Italian, Mexican, German, etc.) (Specify) Greek		12. <input checked="" type="checkbox"/> MARRIED <input type="checkbox"/> WIDOWED <input type="checkbox"/> NEVER MARRIED <input type="checkbox"/> DIVORCED		13. NAME OF SPOUSE (If wife, give maiden name) Margaret Milner	
14a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired) Foreman			14b. KIND OF BUSINESS INDUSTRY Beverage Distribution		15. EDUCATION (Specify only highest grade completed) Elementary or Secondary (10-12) 8 College (1-4 or 5-1) ---		
16. FATHER - NAME FIRST MIDDLE LAST Angelo Pappas			17. MOTHER - FIRST MIDDLE MAIDEN SURNAME Elizabeth Walters				
18. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes, no, or unk.) (If yes, give war and dates of services) No			19a. INFORMANT - NAME Margaret R. Pappas				
19b. INFORMANT MARLING ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP) 3263 Jackson St., #B Omaha, Nebraska 68105			20. EMBALMER - SIGNATURE & LICENSE NO. Not Embalmed				
21a. METHOD OF DISPOSITION <input type="checkbox"/> Burial <input type="checkbox"/> Removal <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Donation			21b. DATE July 19, 1999		21c. CEMETERY OR CREMATORY - NAME Westlawn Crematory		
22a. FUNERAL HOME - NAME Westlawn-Hillcrest Funeral Home			21d. CEMETERY OR CREMATORY LOCATION CITY OR TOWN STATE Omaha, Nebraska				
22b. FUNERAL HOME ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP) 5701 Center Street Omaha, Nebraska 68106			23. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c)) PART I (a) Cardiopulmonary arrest Interval between onset and death (b) Non Small cell ca with metastab Interval between onset and death (c) Interval between onset and death				
PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to the death but not related			PART III IF FEMALE, WAS THERE A PREGNANCY IN THE PAST 3 MONTHS? (Age 10-54) Yes <input type="checkbox"/> No <input type="checkbox"/>		24. AUTOPSY Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
25. WAS CASE REFERRED TO MEDICAL EXAMINER OR CORONER? *Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			26a. <input type="checkbox"/> Accident <input type="checkbox"/> Undetermined <input type="checkbox"/> Suicide <input type="checkbox"/> Pending <input type="checkbox"/> Homicide Investigation				
26b. DATE OF INJURY (Mo., Day, Yr.)		26c. HOUR OF INJURY		26d. DESCRIBE HOW INJURY OCCURRED			
26e. INJURY AT WORK Yes <input type="checkbox"/> No <input type="checkbox"/>		26f. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)		26g. LOCATION STREET OR R.F.D. NO. CITY OR TOWN STATE			
27a. DATE OF DEATH (Mo., Day, Yr.) July 17, 1999			27b. DATE SIGNED (Mo., Day, Yr.) July 19, 99		27c. TIME OF DEATH 11:40 a.m.		
27d. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. Z. Zawaideh M.D. (Signature and Title)			27e. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title)				
29. DID TOXICOLOGY CONTRIBUTE TO THE DEATH? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN			30a. HAS ORGAN OR TISSUE DONATION BEEN CONSIDERED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		30b. WAS CONSENT GRANTED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
31. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, CORONER'S PHYSICIAN OR COUNTY ATTORNEY) (Type or Print) Ziad Zawaideh, M.D., 4951 Center St., Omaha, NE 68106							
32a. REGISTRAR John L. Wiley			32b. DATE FILED BY REGISTRAR (Mo., Day, Yr.) JUL 21 1999				

IMPRINTED SEAL
REGISTER OF DEEDS

This certifies this document to be a true copy of an original record on file with Vital Statistics, Douglas County Health Department, Omaha, Nebraska. Certified copies must have a raised seal in the area to the left. Reproductions of this green certificate are not legal copies.

Date issued: **JUL 21 1999**

Registrar: **John L. Wiley**

IN THE COUNTY COURT OF COLFAX COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE OF)
)
)
)
)
)
ARLENE M. FOLKEN, Deceased.)

No. PR 99-20

LETTERS OF PERSONAL REPRESENTATIVE

THE STATE OF NEBRASKA
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on March 31st, 1999, Regina Rae Marohn was appointed and qualified as Personal Representative of the above-named Decedent by this court or its Registrar, with all the authority granted to a Personal Representative by law.

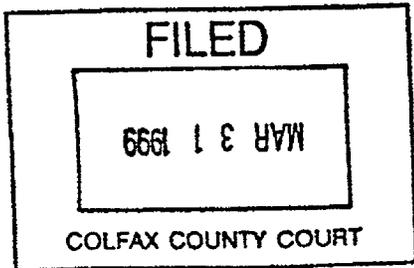
NOW THEREFORE, these letters are issued as evidence of such appointment and qualifications and authority of Regina Rae Marohn to do and perform all acts which may be authorized by law.

WITNESS, the signature of a Judge or the Registrar of this Court, and the seal of this Court on March 31st, 1999.



County Judge
(Formal Proceedings Only)

Barbara Williams
Signature of Registrar
(Informal Proceedings Only)



STATE OF NEBRASKA ss. I, Patrick R. McDermott, County Judge of
COUNTY OF COLFAX ss. Colfax County, Nebraska do hereby
certify the foregoing copy consisting of 1 pages to be
full, true and correct copy of the original record thereof now re-
maining in file in said court, that I have the legal custody and
control of said original record, and that the seal of said Court is
hereto affixed.

WITNESS my hand and the seal of said Court at Schuyler, Nebraska,
this 21st day of April, 1999

Patrick R. McDermott, County Judge
Julian Adams, Deputy Clerk of the County Court