

81-493
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DECLARATION AND MASTER DEED CREATING A
HORIZONTAL CONDOMINIUM PROPERTY REGIME
FOR SILVERWOOD ADDITION, DOUGLAS COUNTY,
NEBRASKA.

The undersigned Silverwood Development Co., a Nebraska corporation, Peggy D. Cowdery and Ben H. Cowdery, wife and husband, and John M. Jenkins and Mary Frances Jenkins, husband and wife, and Silverwood Association, Inc., a Nebraska corporation, hereby execute this Declaration and Master Deed Creating a Horizontal Condominium Property Regime for Silverwood Addition, Douglas County, Nebraska, pursuant to Secs. 76-801 to 76-803, R.R.S. of Nebraska as amended and reissued, and as amended by L.B. 730 of the Session Laws of the 1974 Legislature of Nebraska which Amendment to the Condominium Property Act is hereby adopted in whole when effective.

1. The name by which this Declaration and Master Deed Creating a Horizontal Property Regime for Silverwood Addition, Douglas County, Nebraska, shall be Silverwood Condominium Property Regime.

2. The description of the land constituting Silverwood Condominium Property Regime is as follows:

All of the real property shown within the boundaries of Silverwood Addition, an addition partly in the City of Omaha, Douglas County, Nebraska, including but not limited to Lots 1 to 29, inclusive, all private roads and streets, and all property not designated as a numbered lot, street or road, and including Lot 30 as shown in drawing of replat recorded in Book 533, Page 106, Misc. Records, Register of Deeds, Douglas County, Nebraska, and including Lot 31.

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apartments in Silverwood Condominium Property Regime and the dimensions, area and location of same shall be shown on said amended plan as required by Sec. 76-810 and Sec. 8 of L.B. 730, 1974 Session Laws.

4. The general common elements shall be all the land described in paragraph 2 above except Lots 1 to 28, inclusive, Lot 30 and Lot 31, all as shown on the attached Exhibit "A" and on the final and amended Declaration and Master Deed when filed; general common elements shall also include the exterior surfaces of all buildings except for screening, window glass and exterior doors, including garage doors; general common elements shall also include the exterior of the foundations and main walls, roofs, yards and gardens not included within patios and drives, walks and parking areas. For purposes of clarification, air conditioning compressors or units are not common elements, but are part of their respective apartments, and shall be maintained and replaced as needed by the owner of the respective apartments. Each apartment owner shall be responsible for the repair, maintenance and replacement of all window glass, screening, and exterior doors, including garage doors and the mechanical operation thereof, it being understood that the only common area maintenance of exterior doors shall be the painting or finishing for the exterior surfaces thereof. If any owner fails to repair, maintain or replace such part of the exterior of his apartment as is required by this Master Deed and the By-Laws attached hereto, then the association which shall handle the management of this Condominium Property Regime may perform such work, invoice the owner therefor and secure and enforce a claim and lien therefor against the owner and his

5. The value of each apartment as a percentage of the value of the entire Silverwood Condominium Property Regime shall be computed as follows:

(a) For purposes of taxation, each co-owner of a lot or part of a lot, whether improved or unimproved, shall pay the taxes as assessed against it by the County Assessor, said taxes to be computed by said assessor to include rights of each co-owner in the common elements, as provided in 76-809 as amended by L.B. 730, 1974 Session Laws.

(b) For all other purposes, upon completion of all apartments in Silverwood Condominium Property Regime, the basic value of each apartment shall be computed by dividing the number of square feet of the ground area occupied by the apartment not including garages by the total number of square feet of ground area occupied by all apartments in Silverwood Condominium Property Regime and this basic value shall be shown on the final and amended plan to be filed upon completion of all buildings and apartments.

(c) Prior to the completion of all apartments in Silverwood Condominium Property Regime, the basic value of each apartment as a percentage of the basic value of all property in Silverwood Condominium Property Regime, for the purposes of (b) above, shall be as shown and agreed to on the purchase agreement and deed conveying said apartment to each co-owner, Provided, upon completion the basic value of each apartment shall be as set forth in (b) above.

6. The land constituting Silverwood Condominium Property Regime shall be subject to the following covenants, conditions, restrictions and easements which shall run with the property and

or other incumbrances set forth in the recorded plat of Silverwood Addition, and to the following additional provisions:

(a) Except for such other purposes or uses as may from time to time be permitted or required by this Declaration, no part of the common ground will be occupied or used for other than open space or recreational area purposes for the general common benefit of all purchasers and co-owners of all apartments in Silverwood Condominium Property Regime and related purposes as determined by Silverwood Association, Inc.

(b) No lot or part of a lot occupied by an apartment will be occupied or used for other than a single-family residence. No apartment shall be occupied by any family not approved in advance by the Directors of Silverwood Association, Inc.

(c) No apartment will be altered, built, constructed, or otherwise maintained on any lot without an express written Approval executed by Silverwood Association, Inc., by approval secured in the manner set out in its By-Laws, as from time to time amended, as to general appearance, exterior color or colors, harmony of external design and location in relation to surroundings and topography and other relevant architectural factors, location within lot boundary lines, quality of construction, size, and suitability for residential purposes of such single-family apartment; and no exterior air conditioning equipment, antenna, ditch, fence, flag pole, tennis court, wall, or other structure or associated structures and no trees or other landscaping in any location within public view will be altered, built, constructed, erected, installed, planted, or otherwise

(e) No driveway or sidewalk and no structural element of any approved or permitted single-family apartment or exterior part thereof will be maintained on any lot or part of a lot in damaged, deteriorated, hazardous, or otherwise unfit, unsafe, or unsightly condition.

(f) No exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse will be maintained above ground level on any lot or part of a lot; and no barn, shack, tent, trailer, or other movable or temporary structure will be maintained on any lot or part of a lot other than for temporary use or uses appropriate, convenient, or necessary for residential purposes for not more than seven days within any calendar year or for use or uses connected and coterminous with approved or permitted construction.

(g) No driveway will be constructed or maintained on any lot or part of a lot and connected to or with an adjoining street through its curb other than by a curb cut effected with a clean-cutting cement saw leaving a smooth and unpatched curb cut and by construction design leaving a smooth and unpatched union along a line or lines outside the path of water flow along said curb and surfaced, from the line of any intersected sidewalk nearest such lot or part of a lot to such union, only with concrete cement of quality similar to that used for such sidewalk and street and otherwise surfaced with asphalt, brick, concrete, laid stone, or other construction material so as to avoid and prevent erosion of or water damage to such curb, curb cut, sidewalk, or street; and no such driveway will be constructed or maintained and connected across or over an adjoining sidewalk other than by some method leaving a smooth and unpatched inter-

of undesirable contagion or proliferation, or detract from a neat and trim appearance.

(i) No basketball hoop, slide, swing, or other play or recreational equipment will be installed or maintained on any lot or part of a lot, other than in a location out of public view, without an express written Approval of Silverwood Association, Inc. in the manner set out in its By-Laws, as from time to time amended; and no garden implements, lawn mower, or other maintenance equipment not in actual use will be kept or otherwise maintained on any lot, or part of a lot, other than in a location out of public view.

(j) No advertising sign or other poster other than a sign of an area of not more than four square feet advertising such lot for sale or a sign or signs belonging to Declarant as owner of such lot will be maintained on any lot or part of a lot.

(k) No excess or unused building material or materials will be kept, stored, or otherwise maintained on any lot or part of a lot in a location within public view, other than for use or uses connected and coterminous with approved or permitted construction; and no junk, rubbish, waste material, or other refuse will be abandoned, stored, or otherwise maintained on any lot or part of a lot.

(l) No boat, camper, trailer, mobile home, or similar chattel will be maintained on any lot or part of a lot, other than in an enclosed structure, for more than seven days within any calendar year; and no automobile, recreational vehicle, motor cycle, truck or other vehicle will be repaired, torn down, or stored on any lot or part of a lot, other than in an enclosed structure, except that automobiles may be parked in driveways at all times.

(m) No birds, livestock, poultry, or animals other

on, conducted, or otherwise permitted to commence or continue on any lot or part of a lot.

7. Easements: The involved property and apartments shall be perpetually, unless any thereof are terminated, subject to all and each of the following easements or licenses for common use for repair and maintenance: Balconies and other structural projections, party walls, and private and public sewer and utilities conduits, connections and lines.

(a) Silverwood Association, Inc. and its assigns and successors for itself and for the general common benefit of all purchasers and co-owners of all apartments will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of controlling, developing, landscaping, maintaining, and preserving the general common elements of Silverwood Condominium Property Regime for open space or recreational area uses and related uses as determined by it in the manner set out in its By-Laws, as from time to time amended, and each purchaser and co-owner of each apartment will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of individually enjoying or otherwise taking advantage of the open space and recreational areas of the general common elements in common with all other such purchasers and co-owners and to the extent not inconsistent with such other purposes or uses as may from time to time be permitted or required by this Declaration.

(b) Silverwood Association, Inc. and its assigns and successors for itself and for the general common benefit of all purchasers and co-owners of all apartments will have a general

such driveway, sidewalk, or exterior part of each apartment, and for purposes of cleaning and removing ice, mud, snow, or other debris or matter from any such driveway or sidewalk.

(c) Each purchaser and co-owner of each apartment will have a general easement over the lot or part of a lot conveyed to him, together with rights of egress, ingress, and other access thereto, for purposes of building, constructing, occupying and otherwise maintaining balconies, roofs, walls, or other structural elements of an apartment which may encroach or project not more than ten feet in, over, or upon any part of the general common elements of such lot provided same are approved by Silverwood Association, Inc.; and each purchaser and co-owner of each lot or part of a lot will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of building, constructing, and otherwise maintaining all approved common foundations, roofs, or walls, individual balconies, fireplaces, gates, patios, party walls, or roofs, or other structural elements of a single-family apartment thereon to be shared jointly as structural elements of any one or more apartments on adjoining lots or parts of lots.

8. All of the property described in Paragraph 2 is now owned by Silverwood Development Co. except Lots 9 and 10 in Silverwood Addition; Lot 9 is owned by John M. Jenkins and Mary Frances Jenkins; Lot 10 is owned by Ben H. Cowdery and Peggy D. Cowdery. By execution of this Declaration, said John M. Jenkins, Mary Frances Jenkins, Ben H. Cowdery and Peggy D. Cowdery hereby subject said Lots 9 and 10 to this Silverwood Condominium Property Regime. Upon completion of all the apartments in said Silverwood Condominium Property Regime, Silverwood Development Co. shall

Development Co. As each apartment is completed and conveyed to a co-owner of an apartment in Silverwood Condominium Property Regime, one share of stock in Silverwood Association, Inc. shall be assigned to such co-owner by Silverwood Development Co. and upon final completion of all apartments and conveyance of the remaining interest of Silverwood Development Co. to Silverwood Association, Inc., all of the remaining shares of the common capital stock of Silverwood Association, Inc. shall be assigned by Silverwood Development Co. to Silverwood Association, Inc. to become treasury stock.

9. The respective co-owners of the apartments shall be bound to pay pro-rata to Silverwood Association, Inc., in the percentages computed according to Paragraph 5 (b) and (c) above, toward the expenses of administration and of maintenance and repair of the general common elements, and, as may be provided by amendment hereto, to any limited common elements of the Silverwood Condominium Property Regime, and toward any other expense set forth herein or as may be lawfully agreed upon by amendment hereof.

If any co-owner shall fail or refuse to make any payment of such common expenses when due, the amount thereof shall constitute a lien on the interest of the co-owner in the property and upon the recording thereof, shall be a lien in preference over all other liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and duly recorded mortgage and lien instruments.

No co-owner may exempt himself from paying toward such expenses by waiver of the use or enjoyment of the common

(a) Said Association may, so far as its members are concerned, perform such acts as to promote and sustain their social welfare and otherwise provide for their health, pleasure, recreation, safety, and other interests by acquiring, maintaining, operating, contributing to the acquisition, maintenance, or operation of, or otherwise making available for use any one or more open spaces, parks, recreational areas, swimming pools, tennis courts, and any other recreational equipment, facilities, grounds, or structures, by acquiring and maintaining or contributing to the acquisition and maintenance of common or jointly shared fire, extended coverage, public liability, and other insurance, by exercising architectural control and securing compliance with or enforcement of applicable covenants, easements, restrictions, and similar limitations, by providing general exterior maintenance, repairs, and services, security service, weed and other actual or potential nuisance abatement or control, and other community services, by fixing and collecting or abating dues or other charges for financing its operations, by delegating by contract or otherwise to any other Nebraska corporation or other professional manager general responsibility for administration and executive management of its affairs, and by undertaking any one or more other activities appropriate, convenient, or necessary to promote or sustain any such interest, to acquire by purchase or otherwise, hold for investment or otherwise, or dispose of for profit or otherwise any interest in or species of personal or real property wherever located, and to engage in any other venture for the mutual interest of its members.

(b) The obligations and privileges of membership in the Association will in the manner set out in its By-Laws, as

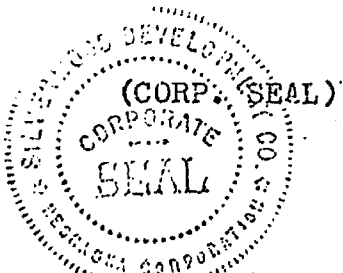
11. The covenants, easements, conditions, and other terms set out in this Declaration are and will be subject to the following enforcement:

(a) The Association and every purchaser or co-owner of any apartment lot will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement of this Silverwood Condominium Property Regime. The Association may fix a reasonable charge for such action as to any apartment as a lien upon and charge against such apartment in favor of the Association; and the Association will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for collecting dues or other charges as to any apartment as fixed by it in the manner set out in its By-Laws, as from time to time amended.

(b) Every grantee, assignee thereof, or successor there- to will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement of any easement granted to such grantee.

(c) Where rights or powers are granted in paragraphs 10 or 11 above to Silverwood Association, Inc., the same may be exercised by Silverwood Development Co. until the conveyance of its remaining interest in Silverwood Condominium Property Regime to Silverwood Association, Inc.

IN WITNESS WHEREOF, the Declarants have executed this Declaration at Omaha, Douglas County, Nebraska.



SILVERWOOD DEVELOPMENT CO.,
By [Signature] President.
Attest: [Signature] Secretary.

SILVERWOOD ASSOCIATION, INC.,

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 4 day of June, 1974,
before me, the undersigned, a Notary Public in and for said
county, personally came JOHN M. JENKINS, President of Silverwood
Development Co., a corporation, to me personally known to be
the President and the identical person whose name is affixed
to the above Declaration, and acknowledged the execution thereof
to be his voluntary act and deed as such officer and the volun-
tary act and deed of said corporation and that the Corporate
Seal of the said corporation was thereto affixed by its
authority.

WITNESS my hand and Notarial Seal at Omaha, in said
county the day and year last above written.

My commission expires:

March 30, 1976

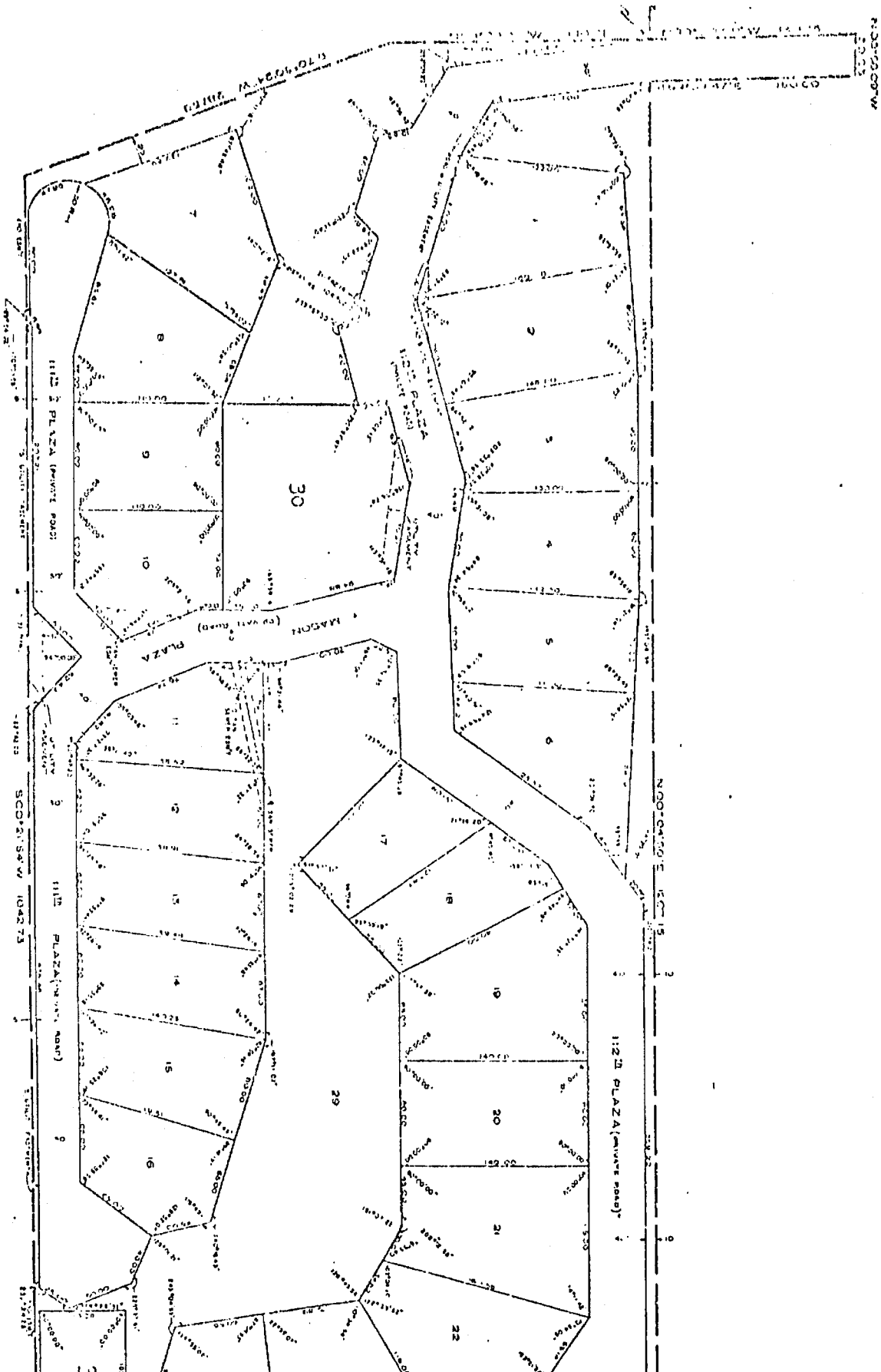
Mary K Fenlon
Notary Public.



MARY K. FENLON
GENERAL NOTARY, State of Nebr.
My Commission Expires
March 30, 1976

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 4 day of June, 1974,
before me, the undersigned, a Notary Public in and for said
County, personally came JOHN M. JENKINS, President of Silverwood
Association, Inc., a corporation, to me personally known to be
the President and the identical person whose name is affixed to
the above Declaration, and acknowledged the execution thereof
to be his voluntary act and deed as such officer and the volun-



INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
June 1974 *APR 26 P.M.* C. HAROLD OSTLER, REGISTER OF DEEDS #1975

RESTATED AND AMENDED DECLARATION AND
 MASTER DEED CREATING A HORIZONTAL CONDOMINIUM
PROPERTY REGIME FOR SILVERWOOD ADDITION, DOUGLAS COUNTY, NEBRASKA

The undersigned representing the requisite number of unit owners to do so hereby execute this Amended and Restated Declaration and Master Deed amending the Silverwood Condominium Property Regime originally dated January, 1976 and recorded at Book 1503 Page 733 in the office of the Douglas County Register of Deeds. This amendment is pursuant to Secs. 76-801 et seq. R.R.S. of Nebraska as amended and reissued, and Secs. 76-825 to 76-894, as amended.

1. The name by which this Declaration and Master Deed creating a Horizontal Property Regime for Silverwood Addition, Douglas County, Nebraska, shall be known as Silverwood Condominium Property Regime.

2. The description of the land constituting Silverwood Condominium Property Regime is as follows:

All of the real property shown within the boundaries of Silverwood Addition, an addition in the City of Omaha, Douglas County, Nebraska, including but not limited to Lots 1 to 29, (including lot splits related thereto) inclusive, all private roads and streets, and all property not designated as a numbered lot, street or road, and including apartments 1-31 as referenced in the original Master Deed at Book 1503 Page 733 as referenced on Exhibit B, as shown on the attached Exhibit "A" which is made a part hereof.

3. The terms "Apartments", "Units" and "Condominiums" shall each refer to the horizontal planes designated on the exhibits attached hereto and shall be designated as all or part of a plot, together with the fixtures as may from time to time be erected thereon as shown on Exhibit "A". The boundaries are the horizontal boundaries of the plots as shown on Exhibit "A". By majority vote the Association Board may act on requests by individual unit owners to add to their unit common ground which is immediately abutting their unit; provided the requesting owners pay the costs of surveying, recording and documenting the change.

4. The general common elements shall be all the land

The exterior of fixtures, structures and improvements existing or built upon any unit, including roofs, sliding windows and doors shall be maintained by the apartment owner at his/her own expense so that its appearance and condition is in harmony with the external design and location in relation to the surrounding structures and topography. In an effort to enhance and protect the value, desirability and attractiveness of the property, the Association may elect to demand maintenance by an apartment owner who fails to maintain his/her apartment. If the owner fails to comply with the demand within thirty (30) days the Association may direct that the work be done at the apartment owner's expense and assess the cost thereof against the apartment as well as proceed at law or equity against the owners to collect the cost of the improvements. The interior including the structure, electrical, plumbing, heating, air conditioning, ventilation and all other systems of each apartment shall be maintained by the apartment owner at his/her own expense. In the event that repair costs are covered by the Association's insurance, the Association shall make the insurance proceeds available to the apartment owner for the purpose of making the repairs subject to this document and applicable law. Drives, patios and sidewalks serving individual units shall be limited common elements to the extent they are outside of the horizontal plane making up the unit, provided, however, the owners of the unit benefited shall be responsible for their repair and maintenance.

All existing trees, grass, common roadways, swimming pools and tennis courts shall be maintained by the Association. Flowers, shrubs, trees and bushes hereafter installed by apartment owners shall be maintained by the apartment owner responsible for their installation.

5. The land constituting Silverwood Condominium Property Regime shall be subject to the following covenants, conditions, restrictions and easements which shall run with the property and shall bind all co-owners of apartments, tenants of such owners, employees and any other persons who use the property, including the interest of any co-owner through foreclosure, enforcement of any lien or otherwise:

The property shall be subject to all protective covenants

Silverwood Condominium Property Regime and related purposes as determined by Silverwood Association, Inc.

(b) No plot or part of a plot occupied by an apartment will be occupied or used for other than a single-family residence. In the event an apartment is occupied by more than one family, then in addition to any other remedy available at law or equity, the Directors of the Association shall have the right to levy any additional assessment upon the apartment for each additional family. No apartment shall be occupied by any family not approved in advance by the Directors of the Association, and in no event shall children under the age of sixteen be permanent residents in any unit; provided, however, that children under the age of sixteen and other persons who are not members of a resident family may visit a resident of an apartment for a period not to exceed thirty days each calendar year. The Directors of the Association for good cause may extend the visitation period on a case-by-case basis, but may impose reasonable rules and conditions relating to such extension.

"Single family" is defined as one or more persons living together and sharing common living, sleeping, cooking, and eating facilities within an individual housing unit, all of whom are related by marriage, blood or adoption and except for the owners and children of the owners of a unit, shall not include more than one other relative. The Directors shall mail a response to any written inquiry requesting ownership approval within fifteen days of receipt, provided, however, the inquiry must include information about the prospective family including the names, number and age of family members who will reside in and visit the unit, the number of automobiles they possess and an acknowledgement that the new owners will be liable for assessments which may be levied against the unit.

(c) No building, fence, wall, landscape material, grass, plants or other structure or material shall be commenced, erected or maintained upon the property, nor shall any exterior additions to or change or alteration therein, including but not limited to color, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall be submitted to and approved in writing as to the

part thereof will be maintained on any plot or part of a plot in damaged, deteriorated, hazardous, or otherwise unfit, unsafe, or unsightly condition.

(f) No exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse will be maintained above ground level on any plot or part of a plot; and no barn, shack, tent, trailer, or other movable or temporary structure will be maintained on any plot or part of a plot other than for temporary use or uses appropriate, convenient, or necessary for residential purposes for not more than seven days within any calendar year or for use or uses connected and coterminous with approved or permitted construction.

(g) No driveway will be constructed or maintained on any plot or part of a plot and connected to or with an adjoining street through its curb other than by a curb cut effected with a clean-cutting cement saw leaving a smooth and unpatched curb cut and by construction design leaving a smooth and unpatched union along a line or lines outside the path of water flow along said curb and surfaced, from the line of any intersected sidewalk nearest such plot or part of a plot to such union, only with concrete cement of quality similar to that used for such sidewalk and street and otherwise surfaced with asphalt, brick, concrete, laid stone, or other construction material so as to avoid and prevent erosion of or water damage to such curb, curb cut, sidewalk, or street; and no such driveway will be constructed or maintained and connected across or over an adjoining sidewalk other than by some method leaving a smooth and unpatched intersection so as to avoid and prevent erosion of, water damage to, cracks in, or similar damage to such sidewalk.

(h) No grass, weeds, or other vegetation will be grown or otherwise permitted to commence or continue and no dangerous, diseased, or otherwise objectionable shrubs or trees will be maintained on any plot or part of a plot so as to constitute an actual or potential public nuisance, create a hazard of undesirable contagion or proliferation, or detract from a neat and trim appearance.

(i) No basketball hoop, slide, swing, or other play or recreational equipment will be installed or maintained on any part of a plot other than in a location out of public

plot for sale or a sign or signs belonging to Declarant as owner of such plot will be maintained on any plot or part of a plot.

(k) No excess or unused building material or materials will be kept, stored, or otherwise maintained on any plot or part of a plot in a location within public view, other than for use or uses connected and coterminous with approved or permitted construction; and no junk, rubbish, waste material, or other refuse will be abandoned, stored, or otherwise maintained on any plot or part of a plot.

(l) No boat, camper, trailer, mobile home, or similar chattel will be maintained on any plot or part of a plot, other than in an enclosed structure, for more than seven days within any calendar year; and no automobile, recreational vehicle, motorcycle, truck or other vehicle will be repaired, torn down, or stored on any plot or part of a plot, other than in an enclosed structure.

(m) No birds, livestock, poultry, or animals other than domesticated, noncommercial pets in no more than reasonable quantity will be bred, kept, or otherwise maintained on any plot or part of a plot.

(n) No commercial enterprise or gainful public business, occupation, or profession, no public annoyance or nuisance, and no noxious or offensive activity will be carried on, conducted, or otherwise permitted to commence or continue on any plot or part of a plot.

6. Easements: The involved property and apartments shall be perpetually, unless any thereof are terminated, subject to easements or licenses for common use, for repair and maintenance and shall suffer balconies and other structural projections, party walls, and private and public sewer and utilities conduits, connections and lines as presently exist or as may be created through reasonable repair and reconstruction. In each case the actual location of party walls and apartments with fixtures shall control over the boundaries shown on Exhibit "A".

Silverwood Association, Inc. and its assigns and successors for itself and for the general common benefit of all purchasers and co-owners of all apartments will have a general easement, together with rights of egress, ingress, and other access there-

co-owners and to the extent not inconsistent with such other purposes or uses as may from time to time be permitted or required by this Declaration.

Silverwood Association, Inc. and its assigns and successors for itself and for the general common benefit of all purchasers and co-owners of all apartments will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of cultivating, cutting, installing, maintaining, mowing, planting, raking, renewing, trimming, or otherwise caring for grass, lawns, plants, sod, shrubs, trees, or other decorative or landscaping vegetation in, over, and upon all parts of each plot not occupied or used for any driveway, sidewalk, patio, garage or structural element of an approved or permitted single-family apartment thereon, for purposes of maintaining, painting, repairing, restoring, or otherwise preserving any such driveway, sidewalk, or exterior part of each apartment, and for purposes of cleaning and removing ice, mud, snow, or other debris or matter from any such driveway or sidewalk; provided, however, the Association shall not be obligated to repair any apartment unit.

Each purchaser and co-owner of each apartment will have a general easement over the plot or part of a plot conveyed to him, together with rights of egress, ingress, and other access thereto, for purposes of building, constructing, occupying and otherwise maintaining balconies, roofs, walls, or other structural elements of an apartment which may encroach or project not more than ten feet in, over or upon any part of the general common elements of such plot provided the same are approved by Silverwood Association, Inc.; and each purchaser and co-owner of each plot or part of a plot will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of building, constructing, and otherwise maintaining all approved common foundations, roofs, walls, individual balconies, fireplaces, gates, patios, party walls or roofs, or other structural elements of a single-family apartment thereon to be shared jointly as structural elements of any one or more apartments on adjoining plots or parts of plots.

7. Each wall and/or roof which is built as a part of the

If a party wall or roof is destroyed or damaged by fire or other casualty, any owner who has used it may restore it, and if the other owners thereafter make use of it, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. Owners of adjoining units shall cooperate in determining the timing and type of repairs. The costs shall be shared on a relative square footage basis.

8. In the event of any dispute arising concerning a party wall, or under the provisions of this paragraph or paragraph 7 each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

9. Governance shall be pursuant to the acts of the Silverwood Association, Inc., which shall serve as the unit owners association. Each apartment owner in Silverwood Condominium Property Regime shall be deemed to have one share of stock in Silverwood Association, Inc., which share shall pass automatically to the record owners of each such apartment. If there is more than one owner, each owner shall have a fractional share, the total of which shall not exceed one per unit.

10. The respective owner of an apartment shall be bound to pay on an equal basis to Silverwood Association, Inc., toward the expenses of administration, maintenance and repair of the general common elements, including but not limited to maintenance of the common roadways, swimming pools and tennis courts and, to any limited common elements of the Silverwood Condominium Property Regime, and toward any other expense set forth herein or as may be lawfully agreed upon by amendment hereof, provided, however, each owner shall be separately assessed for the cost of insurance and exterior maintenance (pursuant to paragraph 4) and pursuant to paragraph 11(b).

If any owner shall fail or refuse to make any payment of such expenses or assessments when due, the amount thereof shall constitute a lien on the interest of the co-owner in the property and upon the recording thereof, shall be a lien in preferences over all other liens and encumbrances except assessments liens

No co-owner may exempt himself from paying toward such expenses by waiver of the use or enjoyment of the common elements or by abandonment of the apartment belonging to him.

11. Each owner in Silverwood Condominium Property Regime is and will be, included in membership in Silverwood Association, Inc., subject to all and each of the following conditions and other terms:

(a) Said Association may, so far as its members are concerned, perform such acts as to promote and sustain their social welfare and otherwise provide for their health, pleasure, recreation, safety, and other interests by acquiring, maintaining, operating, contributing to the acquisition, maintenance, or operation of, or otherwise making available for use any one or more open spaces, parks, recreational areas, swimming pools, tennis courts, and any other recreational equipment, facilities, grounds, or structures, by exercising architectural control and securing compliance with or enforcement of applicable covenants, easements, restrictions, and similar limitations, by providing security service, weed and other actual or potential nuisance abatement or control, and other community services, by fixing and collecting or abating dues or other charges for financing its operations, by delegating by contract or otherwise to any other Nebraska corporation or other professional manager, general responsibility for administration and executive management of its affairs, and by undertaking any one or more other activities appropriate, convenient, or necessary to promote or sustain any such interest, to acquire by purchase or otherwise, hold for investment or otherwise, or dispose of for profit or otherwise any interest in or species of personal or real property wherever located, and to engage in any other venture for the mutual interest of its members.

(b) Notwithstanding the fact that the property is a horizontal condominium regime, the Association has an insurable interest in the property and in maintaining coverage on structures and fixtures that are built, up to and including permanent fixtures and interior walls. The Association shall insure the apartments and the Association against risks covered by a blanket standard extended risk fire policy for an agreed upon amount with no more than 10% co-insurance with replacement cost endorsement

coverage in accord with paragraph 9. The Association may collect the proceeds of such insurance. The proceeds shall be used to repair and replace the units to their original condition unless the condominium is terminated or seventy-five percent (75%) of the unit owners, including the owners of those units which have been damaged or destroyed, vote not to rebuild. If a damaged unit is not rebuilt, the insurance proceeds shall be used to clear the site. Claims for insurance proceeds shall be settled by the Association. Any shortfall in coverage shall be borne by the owners of the units affected in proportion to the relative cost of repair or replacement of the units affected. Any surplus of insurance proceeds shall be paid to the unit owners or mortgagees as their interest appears.

(c) The obligations and privileges of membership in the Association will be in the manner set out in its By-Laws (attached hereto), and shall extend to purchasers and co-owners of all apartments included in membership and appertain to and be coterminous with the duration of the interest of each such purchaser or co-owner; but each member will be and remain personally liable to the Association until abatement or payment for all dues or other charges as fixed by it at any time or from time to time throughout the duration of such interest and membership.

12. The covenants, easements, conditions and other terms set out in this Declaration are and will be governed by the Silverwood Association by a three person Executive Board elected annually by majority vote of those members present in person or by signed proxy at such annual meeting. The Board shall designate among themselves a president, vice president, secretary and treasurer.

No work may be commenced and no Association funds may be expended except with the approval of the Association Board unless expressly directed by majority vote of the unit members.

The annual meeting of the unit owners will be the third Tuesday of each September. On or before each July 1, the Association Board shall appoint two unit owners who, along with the President, shall serve as a nominating committee to recommend three names of unit owners willing to serve on the Association Board. Nominations may also be made from the floor at the annual meeting.

necessary for collecting dues or other charges as to any apartment as fixed by it in the manner set out in its By-Laws, as from time to time amended.

Every grantee, assignee thereof, or successor thereto will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement of any easement granted to such grantee.

13. This Declaration and the attached By-Laws may be further amended by majority vote of the unit owners. The amendment may be attested to and need be signed only by the President and Secretary of the Silverwood Association, Inc., who shall then promptly place the amendments of record.

IN WITNESS WHEREOF, the Declarants have executed this Declaration at Omaha, Douglas County, Nebraska.

Executed this 14th day of September, 1987

SILVERWOOD ASSOCIATION, INC.

BY: Harry D. Riley
President

ATTEST: Frances A. Ruh
Secretary



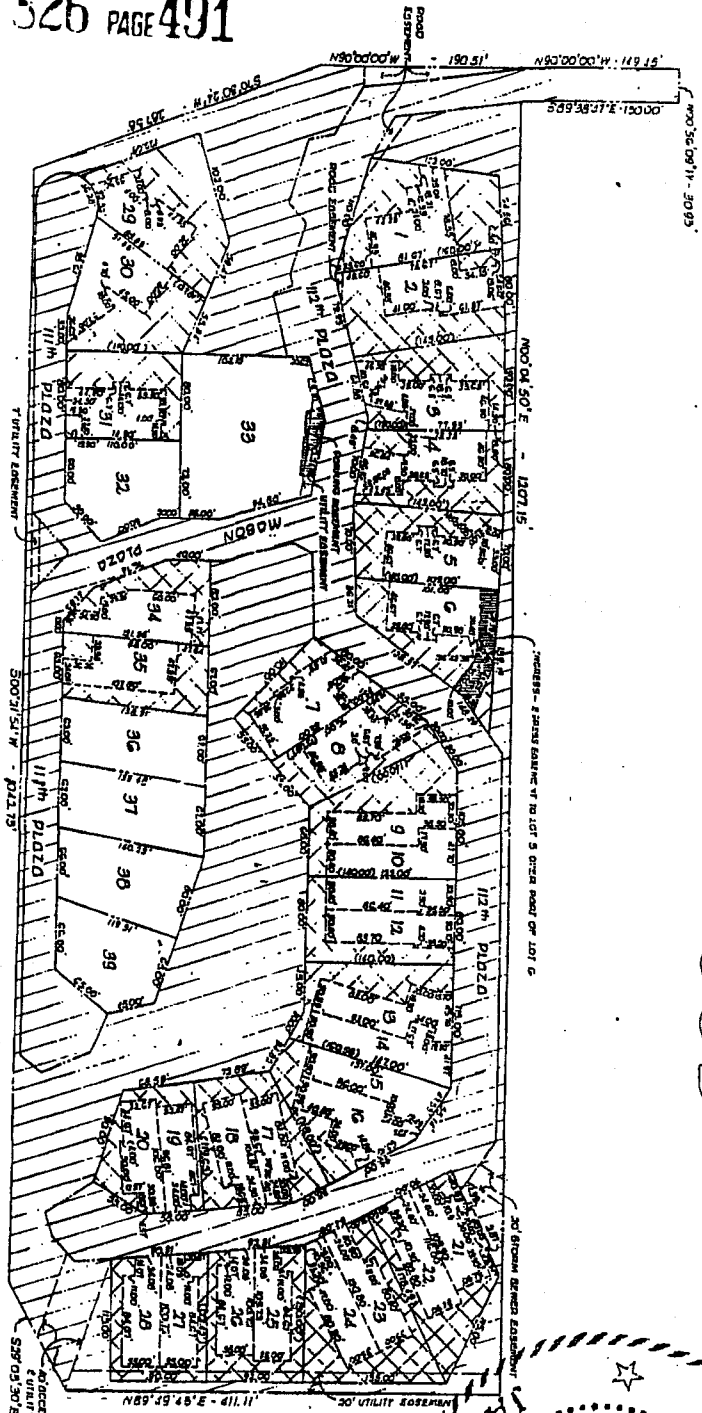
STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was hereby acknowledged before me by Harry D. Riley, President and Frances A. Ruh, Secretary of Silverwood Association, Inc., a Nebraska corporation, on behalf of such corporation on this 14th day of September, 1987.

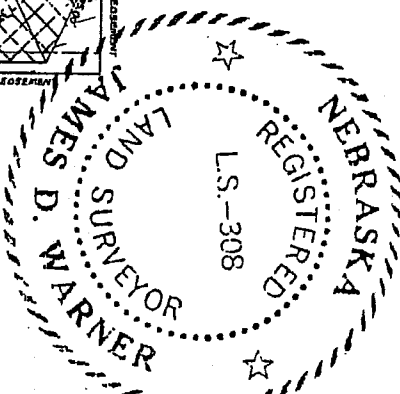
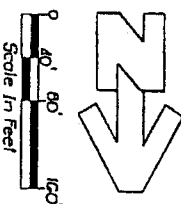
Donna Lane
Notary Public

My Commission Expires:

SILVERWOOD



LEGAL DESCRIPTION
 Lots 1 thru 29 inclusive, Silverwood, a Sub-division as Surveyed, Platted and Recorded in Douglas County, Nebraska.



I, James D. Warner, a Surveyor authorized and licensed to practice in the State of Nebraska, hereby certify that this plat was prepared by me or under my direct personal supervision and that the dimensions and angles shown on this plat were taken from the amended plat of Silverwood filed in the Douglas County Register of Deeds Office or from Deeds furnished by Spence Title Services, Inc., with a certificate dated February 21, 1987, at 8:00 o'clock a.m. No monuments were located or placed at the property corners by me.

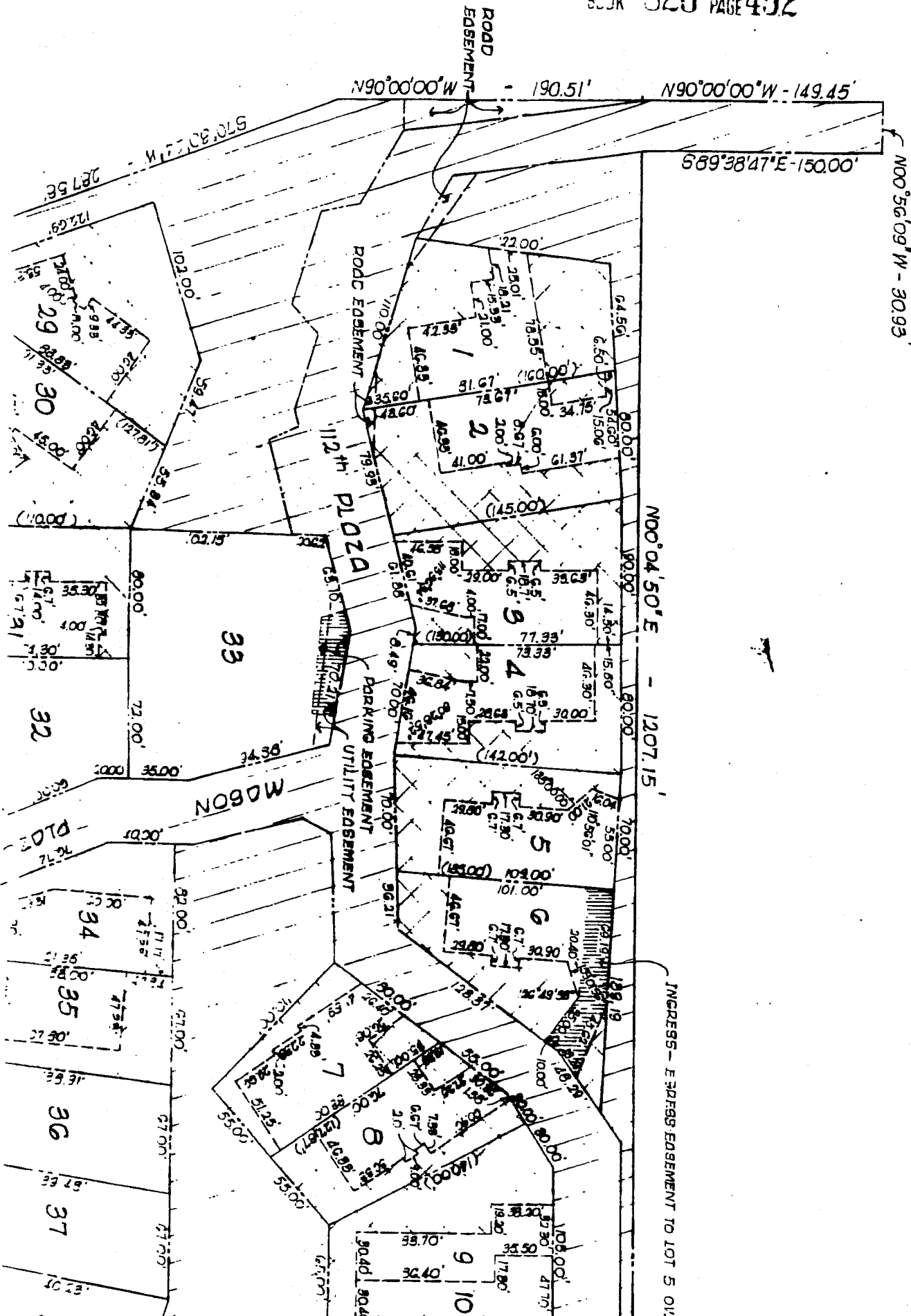
Date 9-15-87
 James D. Warner, L.S. 308

Revised: 9-15-87

TD
 THOMPSON, DREESSEN & DORNER
 Consulting Engineers & Land Surveyors

SILVERWOOD
 a Condominium

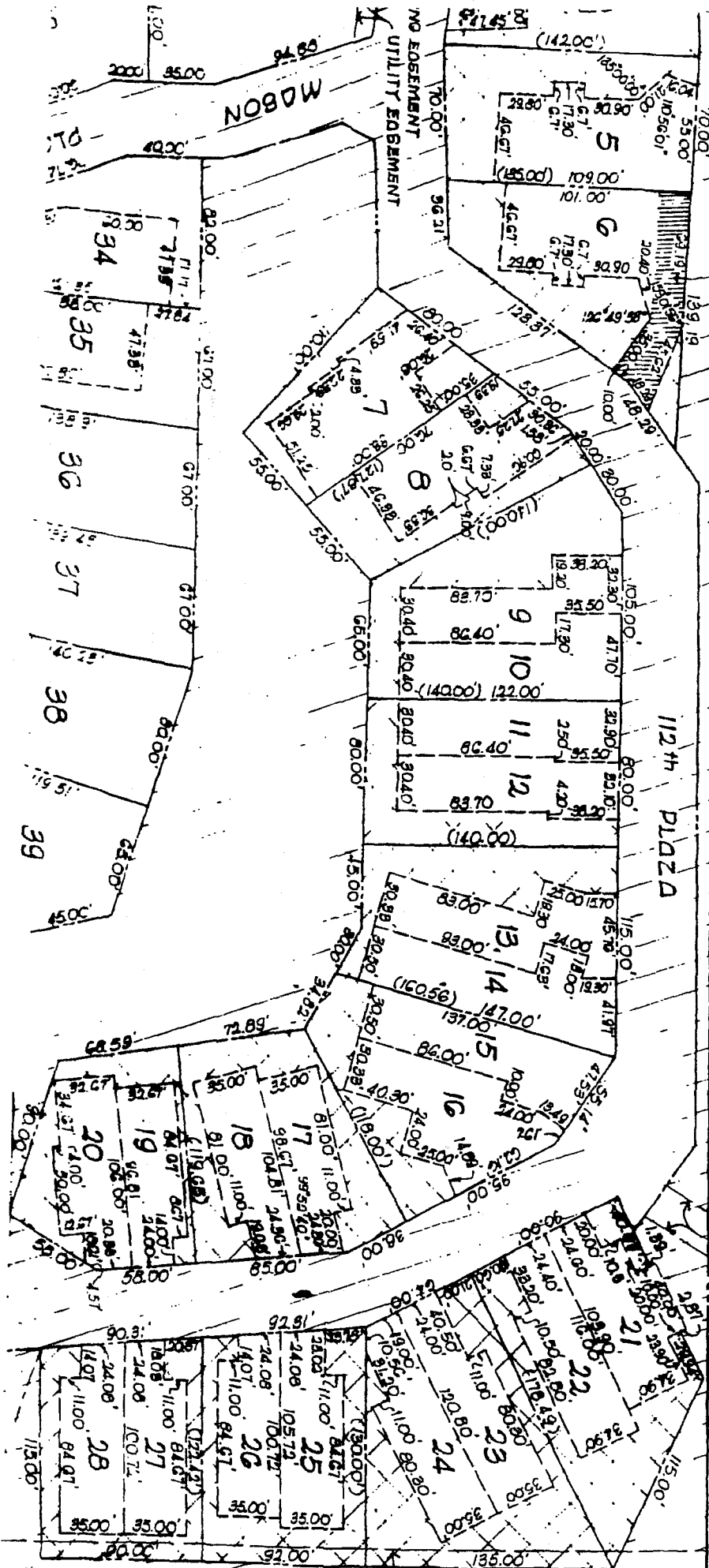
Scale	As Shown
Date	April 3, 1987
Drawn by	RAH
Checked by	JDW
Date	9-15-87

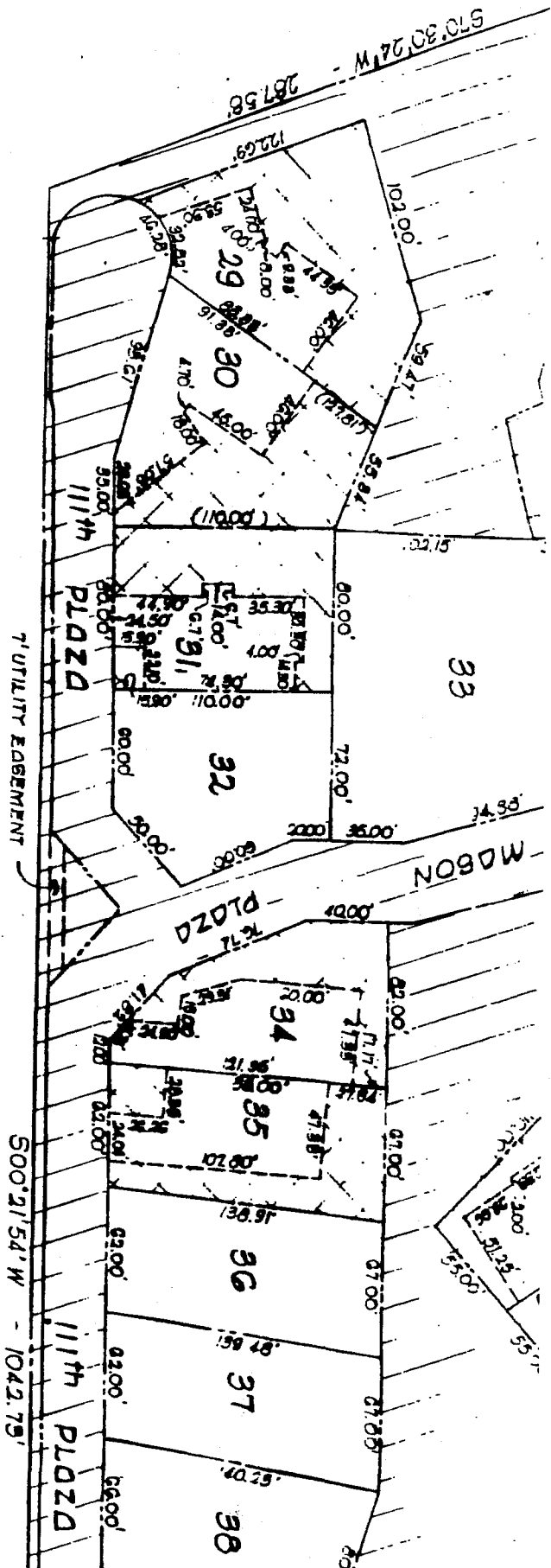




SILVER

INGRESS - EGRESS EASEMENT TO LOT 5 ON

SILVERWOOD



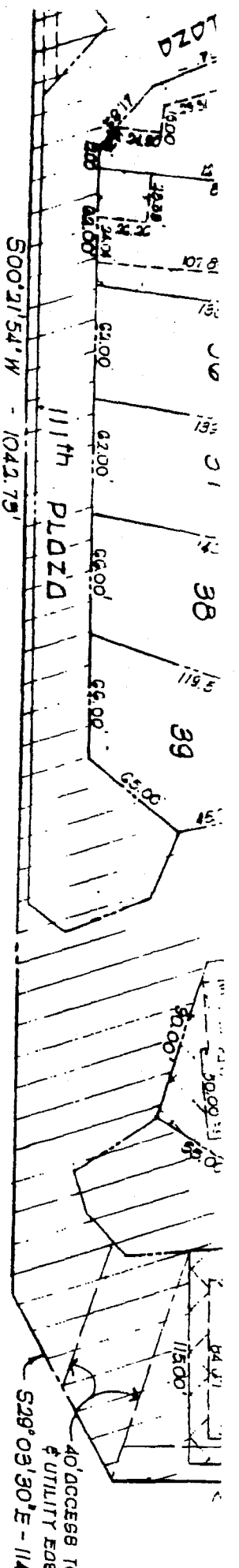


-  Common Area
-  Limited Common Area

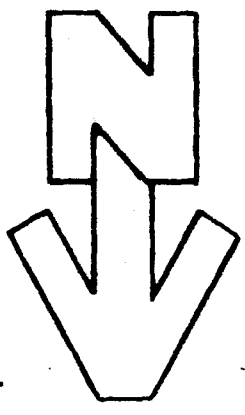
LEGAL DESCRIPTION

Lots 1 thru 29 inclusive, Silverwood, a Sub-division as Surveyed, Platted and Recorded in Douglas County, Nebraska.

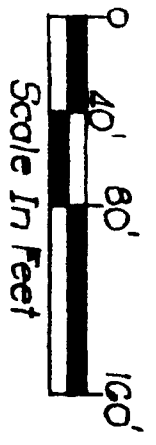




BOOK 526 PAGE 495



Verwood, a Sub-
ed and Recorded
3kd.



K.A.S.K.
SURVEYING
INCORPORATED

I, James D. Warner, a Surveyor to practice in the State of Nebraska this plat was prepared by me or vision and that the dimensions and taken from the amended plat of County Register of Deeds Office Spence Title Services, Inc., with 1987, at 8:00 o'clock a.m. No plat or placed at the property corner

Date July 15, 1987

EXHIBIT "B"

Original Apt. 1 n/k/a Plot 1 containing Unit 1 and Limited Common Area.
Original Apt. 2 n/k/a Plot 2 containing Unit 2 and Limited Common Area.
Original Apt. 3 n/k/a Plot 3 containing Unit 3 and Limited Common Area.
Original Apt. 4 n/k/a Plot 4 containing Unit 4 and Limited Common Area.
Original Apt. 5 n/k/a Plot 5 containing Unit 5 and Limited Common Area.
Original Apt. 6 n/k/a Plot 6 containing Unit 6 and Limited Common Area.
Original Apt. 7 n/k/a Plot 29 containing Unit 29 and Limited Common Area.
Original Apt. 8 n/k/a Plot 30 containing Unit 30 and Limited Common Area.
Original Apt. 9 n/k/a Plot 31 containing Unit 31 and Limited Common Area.
Original Apt. 10 n/k/a Unit 32.
Original Apt. 11 n/k/a Plot 34 containing Unit 34 and Limited Common Area.
Original Apt. 12 n/k/a Plot 35 containing Unit 35 and Limited Common Area.
Original Apt. 13 n/k/a Unit 36
Original Apt. 14 n/k/a Unit 37
Original Apt. 15 n/k/a Unit 38
Original Apt. 16 n/k/a Unit 39
Original Apt. 17 n/k/a Plot 7 containing Unit 7 and Limited Common Area.
Original Apt. 18 n/k/a Plot 8 containing Unit 8 and Limited Common Area.
Original Apt. 19 n/k/a Plots 9 & 10 containing Units 9 & 10 and Limited Common Area.
Original Apt. 20 n/k/a Plots 11 & 12 containing Units 11 & 12 and Limited Common Area.
Original Apt. 21 n/k/a Plots 13 & 14 containing Units 13 & 14 and Limited Common Area.
Original Apt. 22 n/k/a Plots 15 & 16 containing Units 15 & 16 and Limited Common Area.
Original Apt. 23 n/k/a Plots 17 & 18 containing Units 17 & 18 and Limited Common Area.
Original Apt. 24 n/k/a Plots 19 & 20 containing Units 19 & 20 and Limited Common Area.
Original Apt. 25 n/k/a Plots 27 & 28 containing Units 27 & 28 and Limited Common Area.
Original Apt. 26 n/k/a Plots 25 & 26 containing Units 25 & 26 and Limited Common Area.
Original Apt. 27 n/k/a Plots 23 & 24 containing Units 23 & 24 and Limited Common Area.
Original Apt. 28 n/k/a Plots 21 & 22 containing Units 21 & 22 and Limited Common Area.
Original Apt. 29 n/k/a Common Area
Original Apt. 30 n/k/a Unit 33
Original Apt. 31 n/k/a Common Area

AMENDED AND RESTATED BY-LAWS OF
SILVERWOOD ASSOCIATION, INC., a Nebraska corporation,
and of
SILVERWOOD CONDOMINIUM PROPERTY REGIME

1. These Amended and Restated By-Laws are intended to cover the operations of Silverwood Association, Inc., a Nebraska corporation, and they are also intended to govern the administration of Silverwood Condominium Property Regime.

2. Meeting of Members. The annual meeting of the stockholders of Silverwood Association, Inc., will be held on the third Tuesday, which is not a national holiday, in the month of September of each year, at 7:00 o'clock P.M., in Omaha, Nebraska, for the purpose of electing a Board of Administrators, who shall also constitute the directors of Silverwood Association, Inc., as well as for the transaction of any other business that may properly come before the meeting of the members.

Special meetings of the Members of Silverwood Association, Inc., may be called by a majority of the Board of Administrators (directors) and shall be called by the Secretary of Silverwood Association, Inc., upon receipt by such secretary of a written request signed by members of Silverwood Association, Inc., owning at least one-half of the units in the Silverwood Condominium Property Regime. Notice of annual or special meetings shall be given by written notice delivered or mailed to each stockholder, not less than ten (10) days prior to the date of such meetings. Such notice may be waived, either before or after such meetings.

3. Officers. Silverwood Association, Inc., may have officers consisting of a president, vice-president, secretary and treasurer who shall be members of the Board of Administrators. The president shall preside over members' meetings. All officers must be chosen from owners of units. The vice-president shall act for the president in the president's absence. The secretary shall keep the minute book and record the minutes of meetings of the members. The treasurer shall supervise the financial records. No officer shall receive compensation.

4. Quorum. A quorum at meetings of members of Silverwood Association, Inc., shall consist of persons owning a majority of the stock of Silverwood Association, Inc., provided, however, that at any meeting held for the purpose of electing or

shall be filled by the remaining administrators. The term of each administrator shall be until the next annual meeting of the members, or until his successor is duly elected and qualified. The Board of Administrators shall have authority for the care, upkeep and surveillance of the buildings and the general and limited common elements or services included in Silverwood Condominium Property Regime, and shall also have the authority for the designation and dismissal of personnel necessary for the works and the general or limited common services of such buildings. Compensation of employees of the Association shall be fixed by the Board of Administrators. No administrator may be compensated for his services as such, but an administrator may be an employee of the Association, and a contract for management of the Silverwood Condominium Property Regime may be entered into with an administrator or with an entity of which he is a representative or owner. Any administrator may be removed by a majority vote of the stockholders at any special meeting of the stockholders called for that purpose and the vacancy thus created may be filled at such special meeting.

A majority of the administrators shall constitute a quorum and any action taken by a majority vote of the administrators present at a meeting which has a quorum, shall constitute the act of the administrators.

6. Meetings of Administrators. The annual meeting of the administrators shall immediately follow the annual meeting of the members. No notice of such annual meeting shall be required. Special meetings of the administrators may be called by the president, or by a majority of such administrators, upon twenty-four (24) hours prior notice of the meeting given personally, by mail, by telephone, or by telegraph. Notice of such meeting may be waived either before or after the meeting. Copies of the minutes of all annual and special meetings of the administrators shall be made available to any shareholder upon demand. Minutes of any action involving the expenditure of Association funds in excess of \$5,000 shall be mailed to all shareholders within thirty (30) days after such meeting is held.

7. Officers. The officers of Silverwood Association, Inc., shall be elected by the administrators. Any person may hold two or more offices but no one person shall at the same

corporate seal and affix it to such instruments as are authorized by the administrators, and shall perform such other duties as may be prescribed by the president or by the administrators.

(c) The treasurer or a management company selected by the Board shall have custody of corporate funds and securities of Silverwood Association, Inc.; shall account for all corporate receipts and disbursements; and shall perform such other duties as may be prescribed by the president or the administrators.

8. Budget. The Board of Administrators shall adopt a budget for each calendar year, which shall include the estimate of funds required to defray common expenses in the coming year and to provide funds for current expenses. It may also include reserves for deferred maintenance, reserves for replacement, and reserves to provide a working fund or to meet anticipated losses. The budget shall be adopted by November of each year for the coming calendar year and copies of the budget and assessments shall be sent to each owner on or before December 31 preceding the year for which the budget is made. Budgets may be amended during a current year where necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each owner as promptly as possible.

There shall be no enlargement of the common elements or additional structures built as part of the common elements if such enlargement or additional construction shall cost more than \$3,000.00 unless and until such enlargement or construction is approved in writing by stockholders representing at least one-half of the stock of Silverwood Association, Inc.

9. Assessments. Assessments against each co-owner of an apartment in Silverwood Condominium Property Regime shall be made annually for common expenses on or before the first day of the year for which such assessments are made. The annual assessment shall be due in twelve (12) equal monthly payments on the first day of each month during such year. The assessment to be levied against each such apartment shall be such apartment's equal share except for the assessment of insurance costs which may be assessed by the Association on a per square foot basis or otherwise as provided in paragraph 11(b) of the Restated and Amended Declaration and Master Deed, of the total annual budget as set forth in the Master Deed.

administrators may record such lien in the office of the Register of Deeds of Douglas County, Nebraska. Assessments delinquent more than ten (10) 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 assessment shall cause all remaining installments to immediately become due and payable at the option of the administrators. Accordingly, subject to a reserve set by the Board of Administrators, assessment income in excess of the proposed budget for that year may be divided between all units in proportion to the total amount of assessments paid for that year and a refund made accordingly at the end of each year.

10. Access. The Board of Administrators and other duly authorized personnel of Silverwood Association, Inc. shall have the right of access to each apartment within Silverwood Condominium Property Regime at all reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any common elements accessible from within any such apartment and to insure compliance by the owner with all of the owner's duties under the Silverwood Condominium Property Regime.

11. Liability. No officer shall be accountable or liable for any expense or loss in connection with any transaction relating to his performance as an officer of Silverwood Association, Inc. unless his act is either fraudulent or dishonest.

13. Insurance. If the insurance proceeds are insufficient to reconstruct the apartment of any individual owner damaged by fire or any other disaster, such owner shall be solely responsible for any deficiency. In no event shall any other co-owner be assessed for such deficiency.

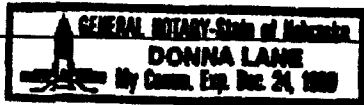
11. Amendment. These Amended and Restated By-Laws and the system of administration set out herein may be amended by stockholders representing a majority of the stock of Silverwood Association, Inc. Such amendment shall be executed and acknowledged by the president and attested by the secretary of Silverwood Association, Inc., and shall be operative upon the recording of such amendment in the office of the Register of Deeds of Douglas County, Nebraska, in the manner as provided by law.

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was hereby acknowledged before me by Harry D. Riley, President and Frances A. Ruh, Secretary of Silverwood Association, Inc., a Nebraska corporation, on behalf of such corporation on this 14th day of September, 1987.

Donna Lane
Notary Public

My Commission Expires:



Units 1 to 54 JH

BOOK 908 PAGE 13

AMENDMENT TO RESTATED AND AMENDED MASTER DEED FOR SILVERWOOD ADDITION, DOUGLAS COUNTY, NEBRASKA

The undersigned, representing the requisite number of unit owners to amend the Master Deed and By-Laws, hereby execute this Amendment to the Restated and Amended Master Deed for Silverwood Condominium Property Regime, Silverwood Addition, Douglas County, Nebraska amending the Silverwood Condominium Property Regime recorded at Book 1503 Page 733 and the Restated and the Amended Declaration and Master Deed for Silverwood Condominium Property Regime dated September, 1987 and recorded at Book 826 Page 481-90 in the office of the Douglas County Register of Deeds.

Paragraph 5(i) of the The Restated and Amended Master Deed for Silverwood Addition, Douglas County, Nebraska is hereby restated and amended to read as follows:

(i) Garden implements, lawn mowers, and other equipment not in actual use will be kept out of public view. Roller skates, skate boards, coaster wagons, tricycles, bicycles, mini-bikes, motorcycles and other recreational vehicles will not be operated in any street or sidewalk within the boundaries of the Condominium at any time; and no basketball hoop, slide, swing, or other play or recreational equipment will be installed or maintained on any plot or part of a plot.

IN WITNESS WHEREOF, the Declarants have executed this Amendment at Omaha, Douglas County, Nebraska.

Executed this 12th day of December 1989.

SILVERWOOD ASSOCIATION, INC.

BY: [Signature] President John Baxter

ATTEST: [Signature] Secretary Sally Holmquist

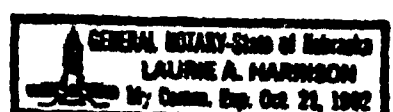
STATE OF NEBRASKA) NO 908 N _____ C/O _____ FEE 24.50
COUNTY OF DOUGLAS) NO 13 N _____ DEL 114 MC We
OF [Signature] COMP _____ F/B 59-35892

The foregoing instrument was hereby acknowledged before me by John Baxter, President and Sally Holmquist, Secretary of Silverwood Association, Inc., a Nebraska corporation, on behalf of such corporation on this 12th day of December, 1989.

[Signature] Notary Public

RECEIVED

My Commission Expires:



DEC 15 9 35 AM '89

20880 J. Mac