

153-720

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NEBRASKA DOCUMENTARY  
STAMP TAX  
APR 17 1978  
\$ Exempt BY M J

MASTER DEED CREATING

OAKS OF FONTENELLE CONDOMINIUM PROPERTY REGIME II

THIS MASTER DEED AND DECLARATION made this 1st day of APRIL, 1978, by  
OAKS OF FONTENELLE CO., a Partnership, (hereinafter called "Developer"), for  
itself, its successors, grantees and assigns,

WITNESSETH:

I

PURPOSE

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

II

PROPERTY INCLUDED

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

Part of Lot 1, The Oaks of Fontenelle, located in the Southeast  
Quarter of Section 24, Township 14 North, Range 13 East of the  
6th P.M., Sarpy County, Nebraska, and being more particularly  
described as follows:

Beginning at the Southeast corner of Lot 1, The Oaks of Fontenelle,  
thence N89°42'20"W (assumed bearing) along the South line of said  
Lot 1 a distance of 472.50 feet, thence N08°03'00"E a distance of  
574.34 feet, thence N00°17'40"E a distance of 60.00 feet, to a  
point on the South ROW of Forest Drive, thence S89°42'20"E along  
said South ROW a distance of 65.40 feet, thence Easterly continuing  
along said South ROW along a curve to the right having a radius of  
442.76 feet an arc distance of 31.78 feet, thence continuing along  
said South ROW S80°42'31"E a distance of 301.95 feet to the Northeast  
corner of said Lot 1, thence S00°19'04"W along the West line of Lot  
1 a distance of 577.92 feet to the point of beginning and containing  
6.02 acres.

III

DEFINITIONS

The definitions set forth in Section 76-802, R.R.S. Nebraska shall govern  
this Master Deed and the attached By-Laws.

IV

PRESENT COMPOSITION OF CONDOMINIUM

The condominium will consist of 17 buildings consisting of both a dwelling  
unit and garage space. The buildings will vary in height from one to two stories  
exclusive of basements. The buildings will contain a total of 17 apartments which  
may only be used for residential purposes, provided Developer and its employees,

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representatives, agents and contractors may maintain business and sales offices, construction facilities, and model units upon the lands herein described during the period of construction and sales of the condominium units governed by the Oakview Townhomes Association. The condominium will also include automobile garages and parking areas, a swimming pool, and landscaping amenities. The total ground floor area of all buildings aggregates square feet, with a condominium density of apartments per acre. Said buildings and improvements together with their location on the land and the area and location of each apartment are more particularly described in the building plans which are attached hereto, incorporated herein and recorded with this Master Deed. Additional ground may be annexed and additional buildings included within the regime, provided that the resulting density ratio of square feet of land per apartment shall not be decreased.

V

COMMON ELEMENTS

The general common elements of the condominium are described as follows: the land on which the buildings stand including all of the surrounding lands embraced within the legal description specified above; the exterior surfaces of all buildings including doors and screens but excluding glass; the foundations, exterior walls and roofs; fences, walkways, bridges, trees, shrubbery and landscaping amenities; the swimming pool and related equipment; drives, parking areas and all parts of the property and improvements which are not located within the apartments as shown on the attached plans. Although all parking areas are considered general common elements, each apartment shall be entitled to the exclusive use of the parking stalls thus identified as reserved for such apartment on the attached plans. Gas patio grills and air conditioning compressors or units are not common elements but are part of each apartment and shall be maintained and replaced as need by each owner. Each apartment owner shall be responsible for the replacement of all exterior glass. If any owner fails to replace any exterior glass of his apartment as required in this Master Deed and the By-Laws attached hereto, or if any maintenance is required because of damage caused by other than ordinary wear and tear, the Association may perform such work, invoice the owner therefor and secure and enforce a claim and lien therefor against the owner and his apartment in like manner as a delinquent assessment for common element expense.

VI

CONDOMINIUM VALUE

The total value of the entire condominium regime is \$1,360,000.00 and the basic value of each apartment together with the percentage which each apartment shall share in the expenses of and the rights in the common elements are as follows:

<u>Apartment No.</u>	<u>Unit Designation</u>	<u>Basic Value</u>	<u>Percentage Interest</u>
24	C	\$80,000.00	5.88
25	C	\$80,000.00	5.88
26	A	\$80,000.00	5.88
27	E	\$80,000.00	5.88
28	A	\$80,000.00	5.88

<u>Apartment No.</u>	<u>Unit Designation</u>	<u>Basic Value</u>	<u>Percentage Interest</u>
29	A	\$80,000.00	5.88
30	C	\$80,000.00	5.88
31	B	\$80,000.00	5.88
32	C	\$80,000.00	5.88
33	C	\$80,000.00	5.88
34	E	\$80,000.00	5.88
35	A	\$80,000.00	5.88
36	A	\$80,000.00	5.88
37	C	\$80,000.00	5.88
38	C	\$80,000.00	5.88
39	C	\$80,000.00	5.88
40	C	\$80,000.00	5.88

## VII

EXPANDABLE NATURE OF CONDOMINIUM

It is understood that additional apartments, substantially identical in size and external appearance to existing apartments, together with additional common elements and recreational facilities, may from time to time be added to the regime by the developer upon the filing of an amended Master Deed applicable to the enlarged regime resulting from the additional property included therein. Each co-owner, by accepting a deed to an apartment within the condominium, thereby consents to the addition of such units and the enlargement of the condominium thereby. It is further understood that upon the filing of such documentation, the basic value of pre-existing units shall be adjusted at a cost per square foot basis comparable to that necessary to construct the additional units, resulting in a reduction of the percentage interest of pre-existing units accompanied by an increase in the total value of the entire condominium regime.

## VIII

COVENANTS, CONDITIONS AND RESTRICTIONS

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

- (a) Oakview Townhomes Association, a Nebraska non-profit corporation, has been incorporated to provide a vehicle for the management of the condominium. Each co-owner shall automatically be deemed a member of said Association. The By-Laws of said Association are also the By-Laws of this condominium and are attached hereto.

(b) The common elements are for the use and enjoyment of all co-owners. The ownership of the common elements shall remain undivided, and no person or co-owner shall bring any action for the partition or division of the common elements. The Association shall from time to time establish rules and regulations for the use of the common elements, and all co-owners and users shall be bound thereby. The Association shall have the sole jurisdiction over and responsibility for making alterations, improvements, repairs and maintenance of the common elements. The share of a co-owner in the common elements is appurtenant to his apartment and inseparable from apartment ownership. Assessments against the apartments for insurance, common element expenses and reserves and for other expenses incurred by the Association shall be made pursuant to the By-Laws. Assessments paid within ten days after the date when due shall not bear interest, but all sums not paid within said ten day period shall bear interest at nine percent (9%) per annum from due date until paid. If any co-owner shall fail or refuse to make any payment of such assessments when due, the amount thereof plus interest shall constitute a lien upon the co-owner's interest in his apartment and in the property, and upon the recording of such lien by the Association in the Register of Deeds of Sarpy County, Nebraska, such amount shall constitute a lien prior and preferred over all other liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and lien instruments. Said lien, together with interest, court costs and reasonable attorney's fees, may be foreclosed in an action in equity against the interest of the owner in the apartment against which the subject assessment was levied. The payment of assessments shall also be the personal obligation of the owner of each apartment and may be recovered in an action at law, together with interest, court costs and reasonable attorney's fees. In the event of payment and satisfaction of a lien filed of record, the Association shall forthwith file with the Register of Deeds a release of same. Any delinquent assessments against which collection proceedings have not been instituted within five years from the date due shall be waived by the Association and forever barred thereafter.

(c) Each co-owner shall be responsible:

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

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

(3) To promptly report to the Association any defect or need for repairs which are the responsibility of the Association.

(4) To pay when due in any assessment levied against his apartment.

(5) To abide by and comply with the rules and regulations of the Association relative to use and enjoyment of the common elements.

(d) Each apartment shall be used and occupied only by one family, its servants and guests as a resident and for no other purpose. No apartment may be subdivided into a smaller unit nor any portion thereof sold or transferred without first amending this Master Deed to show the changes in the apartments to be subdivided.

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

(f) No apartment owner may sell or lease his apartment or any interest therein without the prior written approval of the Association. This provision shall not affect transfer by death but any person inheriting such apartment shall be subject to these restrictions on subsequent transfer. An owner intending to make a sale or lease of his apartment shall give the Association written notice thereof together with the name, and a current address and credit report of the purchaser or lessee and the terms and price of such sale or lease, together with a copy of the proposed purchase agreement or lease. Within thirty days after receipt of such notice, the Association shall by written notice to the owner either approve such purchase or lease or elect to either purchase the property for said price or terms or lease the property or furnish a substitute tenant for the property on the terms and for the price contained in said lease. If the Association elects to purchase or lease, closing shall be within thirty days thereafter. Failure of the Association to act within the first 30-day period shall be deemed an approval of the sale or lease, but only to the party thus identified and disclosed to the Association. The above provisions regarding approval of transfers shall not apply to acquisition of ownership through foreclosure of a mortgage upon an apartment or through deed in lieu of foreclosure.

(g) No house trailer, modular house, structure of a temporary character, basement, tent, shack, barn, out-building or trailer of whatever description shall be built, erected or placed on the lands described herein, either temporarily or permanently, except as required by the developer in connection with construction of the condominium units thereon.

(h) No commercial vehicle with exterior advertising and no recreational vehicle of any description, including, but not limited to, boats, motor homes, campers, motorcycles, or all-terrain vehicles, shall be maintained, stored or kept on the lands described herein unless housed completely within a structure allowed on said lands by other provisions contained herein.

(i) No animals, livestock or poultry of any kind shall be raised, bred or kept on the lands described herein, except that one domestic household pet may be kept in each apartment, subject to the rules and regulations as from time to time established by the Association relating thereto, and subject to the requirement that no such pet shall be allowed to run at large within the area embraced by the condominium.

(j) No planting or gardening shall be permitted and no fences, hedges or walls shall be erected or maintained upon the lands described herein, except such as are installed in accordance with the initial construction or landscaping plans of the condominium, or such as are from time to time approved by the Association.

(k) No outdoor antenna of any type and for any purpose shall be erected or placed upon any of the property or improvements within this condominium property regime.

(l) No signs, billboards or posters (except for advertising and "For Sale" signs of the developer, and except for "For Sale" or "For Lease" signs not exceeding one such sign per condominium unit) shall at any time be placed upon or affixed to any property contained within this condominium property regime.

(m) Garage doors shall be kept closed at all times except when vehicles are entering or exiting.

(n) No refuse, garbage, rubbish or cuttings shall be deposited on any street, road or parcel of the condominium regime, unless placed in a suitable container discreetly concealed so as to not be visible from other apartments, common elements or streets.

(o) No awnings, fences, or sun screens of any type shall be affixed to any structure within the condominium without the prior express approval of the Association.

(p) No more than three motor vehicles for any one apartment shall be kept, stored or placed upon the property embraced within the condominium at any one time.

(q) Co-owners representing two-thirds or more of the total basic value of the condominium may at any time in writing duly acknowledged and recorded effect an amendment to this Master Deed and to the By-Laws and plans attached hereto; provided that such modification shall not be binding upon any existing mortgage holders of record unless such mortgage holder likewise consents to such modification in writing.

(r) This condominium regime may be terminated or waived by written agreement of the co-owners representing three-fourths or more of the total basic value of the condominium and by all lienholders of record; which agreement shall be acknowledged and recorded in the Register of Deeds and termination shall be effective as of recording date. Following termination, the property may be judicially partitioned and sold upon the petition of any apartment owner, but if co-owners representing three-fourths of the total basic value of the condominium agree in writing to sell or otherwise dispose of the condominium property, then all apartment owners shall be bound to execute such deeds or other documents reasonably necessary to effect such sale or disposition when and as required by the Board of Directors of the Association. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition.

## IX

### NOTICES

All notices required hereby shall be in writing and sent by regular United States mail, postage prepaid:

(1) To an owner, at his last-known address on the books of the Association.

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(2) To the condominium or the Association, at the registered office of the Association.

IN WITNESS WHEREOF, Grantor has hereunto set its hand the date first above written.

OAKS OF FONTENELLE CO., A Partnership

By

A Partner

and

By

A Partner

State of Nebraska )  
 ) ss.  
County of Sarpy )

Before me, the undersigned, a Notary Public in and for said County, personally came R. JOE DENNIS and ROBERT E. KOUBA, the partners in Oaks of Fontenelle Co., a Partnership, to me personally known to be the partners therein and the identical persons whose names are affixed to the foregoing Master Deed, and acknowledged the execution thereof to be their voluntary act and deed as such partners and the voluntary act and deed of the said partnership.

Witness my hand and Notarial Seal at Bellevue, Nebraska, this 1<sup>st</sup> day of APRIL, 1978.

GENERAL NOTARY - State of Nebraska  
JOHN E. RICE  
My Comm. Exp. Jan. 6, 1981

Notary Public

153-9200

153-9200 H

I HEREBY CERTIFY THAT THE PLAT, MAP, OR SURVEY HEREIN IS A TRUE AND CORRECT REPRESENTATION OF THE ACTUAL SURFACE OF THE LAND DESCRIBED THEREIN, AND THAT THE SAME HAS BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEBRASKA SURVEYING ACT, CHAPTER 78, REVISION 1974, AND THE CITY OF BELLEVUE, NEBRASKA, ON 3/14/78. REG. NO. 213



FONTENELLE HILLS

RIDGEWOOD DRIVE

FONTENELLE HILLS

FOREST DRIVE

LOT 1

REGIME 1

REGIME 2

LOT 1 BEING PART OF THE PLAT OF THE OAKS OF FONTENELLE SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED BY OTHERS, APPROVED ON 25 FEBRUARY, 1974, BY THE CITY COUNCIL OF BELLEVUE, NEBRASKA, AND THE CITY OF BELLEVUE, ON 6 MARCH 1974.

THE OAKS OF FONTENELLE

*Design Engineering, Inc.*

LAND SURVEYORS-ENGINEERS PLANNERS  
1103 GALVIN RD. SOUTH-BELLEVUE, NEBRASKA 68005  
402-291-6100

BUILDING, AS-BUILT  
LOCATION - REGIME 2

DATE	REVISION	BY	DATE
3/14/78	1	DESIGN	3/14/78
	2		
	3		
	4		
	5		

429.36 N 89°42'35" W.

82.5'

660.00

472.50 N 89°42'20" W.

COORDINATE  
POINT  
CODE/GOOS  
REGIME 2

628.98  
5.00°+9.34' W.

301.95' S 80°42'31" E

N 83°15'33" E 8.22'  
N 0°19'07" E 31.78'  
RAD. 442.76  
10.00' S89°42'20" E  
165.40' S89°42'20" E  
RAD. 442.76  
10.00' S89°42'20" E  
31.78'

60.00

353.10' N 83°15'31" E

112.20 RAD. 400°00'00"

LOT 2  
N 33°14'18" W.  
120.00'  
N 48°21'05" E  
81.83'

LOT 3  
N 34°16'38" E  
93.19'

LOT 4  
N 33°00'34" E  
300.00'

LOT 5  
N 0°17'25" W.  
176.93'

LOT 6

LOT 7



FILED FOR RECORD 4-18-78 AT 8:00 A M. IN BOOK 51 OF Mar. Rec.  
V-100-155-V-010 3145  
 PAGE 155 Seal W. H. H. H. H.  
 REGISTER OF DEEDS, SAGU COUNTY, NEB.

Section 1. Annual Meetings. The annual meeting of the members shall be held on the second Tuesday in February of each year at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the

members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Administrators, or upon written request of the members who are entitled to vote one-fourth ( $\frac{1}{4}$ ) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, hour and general purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, a majority of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Master Deed, or these By-Laws, provided that no decisions affecting the Association or the co-owners shall be effective unless approved by a majority of each class of members. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Dwelling Unit.

#### ARTICLE V

##### BOARD OF ADMINISTRATION; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board which shall consist of three (3) administrators for the first three (3) years of the Association's existence, after which time the Board shall be enlarged to consist of five (5) administrators. A majority of the Board shall at all times after enlargement of Board consist of members of the Association.

Section 2. Term of Office. The initial Board of three (3) administrators shall serve until the third annual meeting of the members. At the third annual meeting the members shall elect five (5) administrators, three (3) for a term of one year and two (2) for a term of two years; and at each annual meeting thereafter the members shall elect administrators for a term of two (2) years to replace those whose terms have expired.

Section 3. Removal. Any administrator may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of an administrator, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No administrator shall receive compensation for any service he may render to the Association as an administrator. However, any administrator may be reimbursed for his actual expenses incurred in the performance of his duties. Nothing contained herein shall preclude an administrator or a business in which he is involved from contracting with the Association for the performance of tasks which the Association determines to undertake.

Section 5. Action Taken Without a Meeting. The administrators shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the administrators. Any action so approved shall have the same effect as though taken at a meeting of the administrators.

#### ARTICLE VI

##### NOMINATION AND ELECTION OF ADMINISTRATORS

Section 1. Nomination. Nomination for election to the Board of Administrators shall be made by a Nominating Committee prior to each annual meeting. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Administrators, and two or more additional parties who need not be members of the Association. The Nominating Committee shall be appointed by the Board of Administrators prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Administrators as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members, provided that a majority of those elected to serve shall at all times be members of the Association.

Section 2. Election. Election to the Board of Administrators shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions set out above. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Effective Date. The provisions of Sections 1 and 2 of Article V shall take effect at the third annual meeting of the members of the Association.

#### ARTICLE VII

##### MEETINGS OF ADMINISTRATORS

Section 1. Regular Meetings. Regular meetings of the Board of Administrators shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Administrators shall be held when called by the president of the Association, or by any two administrators, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of administrators shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the administrators present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VIII

##### POWERS AND DUTIES OF THE BOARD OF ADMINISTRATORS

Section 1. Powers. The Board of Administrators shall have power to:

(a) Adopt and publish rules and regulations governing the use of the common elements and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Contract for the performance of such tasks and functions as shall be required to properly maintain the exterior of the apartments situated within the condominium and to properly maintain the common elements including any improvements situated thereon;

(d) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Master Deed;

(e) Declare the office of a member of the Board of Administrators to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Administrators; and

(f) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Administrators to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth ( $\frac{1}{4}$ ) of the Class A members who are entitled to vote;

(b) Elect officers of the corporation;

(c) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(d) As more fully provided herein, to:

(1) Adopt an annual budget and fix the amount of the annual assessment against each apartment at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every co-owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the co-owner personally obligated to pay the same, when, in its discretion, it shall deem such action advisable and necessary.

(e) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Administrators for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(f) Procure and maintain adequate liability and hazard insurance on the Properties, as more fully provided in the Master Deed and these By-Laws;

(g) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) Cause the Common elements to be maintained.

## ARTICLE IX

## 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, reserves for deferred maintenance, reserves for replacement, and reserves to provide a working fund or to meet anticipated losses. The budget shall be adopted in November of each year for the coming calendar year, and copies of the budget and proposed assessments shall be sent to each owner on or before December 21 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.

## ARTICLE X

## INSURANCE

Insurance policies upon the condominium property including the structures but excluding the furnishings of individual apartments shall be purchased by and in the name of the Association, for the benefit of the Association, the apartment owners, mortgagees, and lien holders, as their interests may appear. Provision shall be made (if possible) for the issuance of certificates of insurance to holders of first mortgages upon individual apartments. The insurance shall cover all buildings and improvements upon the land and all personal property included in the general and limited common elements in an amount equal to the full insurable value thereof (excluding foundation, walks, drives and excavation costs) as determined annually by the Association, but with co-insurance clauses being permitted. Such coverage shall afford protection against all risks. The Association is also authorized to procure and maintain such other hazard insurance as it may, from time to time, desire. In addition, insurance shall be procured for workmen's compensation coverage and at least \$1,000,000.00 bodily injury and property damage, public liability insurance covering the common elements and such other insurance as the Association may deem advisable from time to time. Insurance premiums shall be deemed common element expense. The Association is hereby irrevocably appointed agent for each apartment co-owner to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims without joinder by the co-owner. All insurance proceeds shall be applied by the Association toward repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds of the value of the buildings and improvements. In such case, and unless otherwise agreed upon in writing by owners representing three-fourths of the total basic value of the condominium within 120 days after such damage or destruction, the condominium regime shall be deemed waived, and the property shall be subject to a partition action and may be sold and the proceeds, along with the insurance indemnity, if any, shall be credited to each apartment owner in accordance with his percentage interest specified in the Master Deed, and said sums shall be first applied toward satisfaction of any recorded first mortgage against each apartment, next toward satisfaction of junior recorded liens in order of their priority, and the remainder paid to each apartment owner. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a common element expense to be assessed and collected by the Association from the co-owners; provided, however, that in such case of under-insurance, the co-owners may, by unanimous resolution adopted after the date of loss, elect not to repair the damage. In cases of over-insurance, any excess proceeds of insurance received shall be credited to the common element working funds. Each apartment owner may obtain additional insurance at his expense.

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## ARTICLE XI

### ASSESSMENTS

Section 1. Annual Assessments. The Board of Directors shall annually impose a basic assessment against each of the lots owned by Class A members sufficient to meet said budget. Assessments against each apartment for such common expenses shall be made annually on or before December 31 preceding the year for which assessments are made. The annual assessments shall be due in twelve equal, monthly payments on the first day of each month. The assessment to be levied against each apartment shall be equal, except as to the cost of fire and extended coverage insurance attributable solely to the apartment units, which cost shall be shared among the apartments in the same proportion as the total living area of each apartment bears to the total living area of all apartments in the regime. In case of an amended budget as provided in Article IX, the amended assessment shall be payable at the times specified in the notice of the amended assessment sent to each owner. Until construction of an apartment unit is completed as shown on the plans attached to the Master Deed, the assessment against such uncompleted apartment shall not exceed \$5.00 per month. If any member 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 member in his apartment and the administrators may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and lien instruments. Said lien, together with interest, court costs and reasonable attorneys fees, may be foreclosed in an action in equity against the interest of the owner in the apartment against which the subject assessment was levied. The prompt payment of assessments shall also be the personal obligation of the owner of each apartment, and may be recovered in an action at law, together with interest, court costs and reasonable attorneys fees. In the event of payment in satisfaction of a lien filed of record as aforesaid, the Association shall forthwith file with the Register of Deeds a release of said lien. Assessments delinquent more than ten days after the due date shall bear interest at nine (9%) per cent per annum 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. Any delinquent assessments against which collection proceedings have not been instituted within five years of the date due shall be waived by the Association and forever barred thereafter.

Section 2. Annual Adjustment of Assessments During Development. It is understood that construction of additional apartments in the condominium will take place during the developmental years and that apartments will be assessed from the date of sale to a Class A member, notwithstanding the fact that the budget and individual assessments are based on the number of apartments existing at the beginning of the year. Accordingly, assessment income in excess of the proposed budget for that year will be divided between all apartments in proportion to the total amount of assessments paid for that year and a refund made accordingly at the end of each year.

## ARTICLE XII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and vice-president, who shall at all times be members of the Board of Administrators, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Administrators following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or be otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Compensation. Compensation of officers shall be fixed by the Administrators.

Section 9. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the members and Board of Administrators; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Administrators; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and

and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members present at such annual meeting.

#### ARTICLE XIII

##### COMMITTEES

The Board of Administrators of the Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Administrators shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE XIV

##### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Master Deed, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XV

##### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Oakview Townhomes Association - Nebraska - Corporate Seal.

#### ARTICLE XVI

##### AMENDMENTS

Section 1. These By-Laws and the system of administration set out herein may be amended by co-owners entitled to cast two-thirds of the votes of the condominium regime as set forth in the Master Deed, but each such amendment shall comply with the requirements of the Nebraska Condominium Property Act. Any such amendment shall be executed and acknowledged by the President and attested by the Secretary of the Association and shall be operative upon the recording of such amendment in the office of the Register of Deeds of Sarpy County, Nebraska, in the same manner as the Master Deed and the original By-Laws.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Master Deed and these By-Laws, the Master Deed shall control.

#### ARTICLE XVII

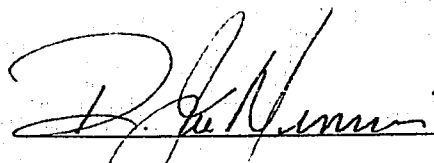
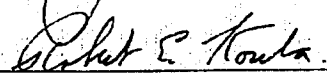
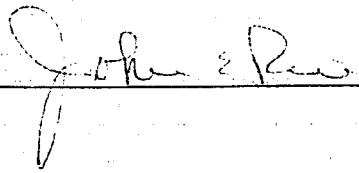
##### MISCELLANEOUS

Section 1. The Board of Administrators shall have the right of access to each apartment 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 apartment, and to insure compliance by the owner with all of the owner's duties under the condominium regime.



Section 2. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the administrators of the Oakview Townhomes Association, have hereunto set our hands this 15th day of April, 1978.

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

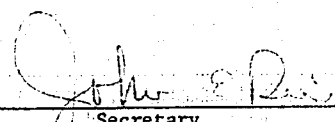
CERTIFICATION

I, the undersigned, do hereby certify:

That I am duly elected and acting secretary of the Oakview Townhomes Association, a Nebraska corporation, and

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Administrators thereof, held on the 15th day of April, 1978.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of said Association this 15th day of April, 1978.

  
\_\_\_\_\_  
Secretary

AMENDMENT

TO

MASTER DEED CREATING

OAKS OF FONTENELLE CONDOMINIUM PROPERTY REGIME II

WHEREAS, on the 1st day of April, 1978, OAKS OF FONTENELLE CO., a Partnership, executed the Master Deed which was recorded on April 17, 1978, in the office of the Register of Deeds of Sarpy County, Nebraska, in Deed Book 153, Page 920, and

WHEREAS, the said Partnership is desirous to amend said Master Deed to correct certain items,

THEREFORE, the said OAKS OF FONTENELLE CO. do hereby amend said Master Deed in the following particulars:

That portion of Paragraph II in the said Master Deed is hereby amended as follows:

II.

PROPERTY INCLUDED

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

Part of Lot 1, The Oaks of Fontenelle, located in the Southeast Quarter of Section 24, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, and being more particularly described as follows:

Beginning at the Southeast corner of Lot 1, The Oaks of Fontenelle, thence N 89° 42' 20" W (assumed bearing) along the South line of said Lot 1 a distance of 472.50 feet, thence N 08° 03' 00" E a distance of 574.34 feet, thence N 00° 17' 40" E a distance of 60.00 feet, to a point on the South ROW of Forest Drive, thence S 89° 42' 20" E along said South ROW a distance of 65.40 feet, thence Easterly continuing along said South ROW along a curve to the right having a radius of 442.76 feet an arc distance of 31.78 feet, thence continuing along said South ROW S 80° 42' 31" E a distance of 301.95 feet to the Northeast corner of said Lot 1, thence S 00° 19' 04" W along the East line of Lot 1 a distance of 577.92 feet to the point of beginning and containing 6.02 acres.

That portion of Paragraph IV in the said Master Deed is hereby amended as follows:

IV.

PRESENT COMPOSITION OF CONDOMINIUM

The condominium will consist of 17 buildings consisting of both a dwelling unit and garage space. The buildings will vary in height from one to two stories exclusive of basements. The buildings will contain a total of 17 apartments which may only be used for residential purposes, provided Developer and its employees,

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representatives, agents and contractors may maintain business and sales offices, construction facilities, and model units upon the lands herein described during the period of construction and sales of the condominium units governed by the Oakview Townhomes Association. The condominium will also include automobile garages and parking areas, a swimming pool, and landscaping amenities. The total ground floor area of all buildings aggregates 28,886 square feet, with a condominium density of 2.82 apartments per acre. Said buildings and improvements together with their location on the land and the area and location of each apartment are more particularly described in the building plans which are attached hereto, incorporated herein and recorded with this Master Deed. Additional ground may be annexed and additional buildings included within the regime, provided that the resulting density ratio of square feet of land per apartment shall not be decreased.

OAKS OF FONTENELLE CO., A Partnership


By [Signature]  
A Partner

By [Signature]  
A Partner

State of Nebraska )  
                          ) ss.  
County of Sarpy     )

Before me, the undersigned, a Notary Public in and for said County, personally came R. JOE DENNIS and ROBERT E. KOUBA, the partners in Oaks of Fontenelle Co., a Partnership, to me personally known to be the partners therein and the identical persons whose names are affixed to the foregoing Master Deed, and acknowledged the execution thereof to be their voluntary act and deed as such partners and the voluntary act and deed of the said partnership.

Witness my hand and Notarial Seal at Bellevue, Nebraska, this 9 day of May, 1978.

 Notary Public - State of Nebraska  
JOHN E. RICE  
My Comm. Exp. Jan. 6, 1981

[Signature]  
Notary Public

157-368

FILED FOR RECORD 3-9-82 AT 4:25 P M. IN BOOK 157 OF March 25  
PAGE 368 Carl & P. Hibel 100  
REGISTERED OF DEEDS, SAGU COUNTY, NEB.

I  
PURPOSE

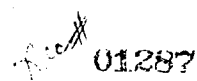
The purpose of this Amended Master Deed and Declaration of Restrictive Covenants is to amend certain provisions of the Master Deed creating Oaks of Fontenelle Condominium Property Regime II dated April 1, 1978, and recorded in the office of the Register of Deeds, Sarpy County, Nebraska, April 17, 1978, at Volume 153, Book of Deeds Page 920 and to resubmit as herein amended, the lands and improvements herein described to the condominium form of ownership and use in the manner provided by Sections 76-801 through 76-823, R.R.S. Nebraska. The name of this condominium regime is, and shall continue to be the Oaks of Fontenelle Condominium Property Regime II (hereinafter called the "Condominium Regime").

The lands hereby resubmitted to the Condominium Regime are described as follows:

Part of Lot 1, The Oaks of Fontenelle,  
located in the Southeast Quarter of Section  
24, Township 14 North, Range 13 East of the  
6th P.M., Sarpy County, Nebraska, and being  
more particularly described as follows:

Beginning at the Southeast corner of Lot 1, The Oaks of Fontenelle, thence N89°42'20"W (assumed bearing) along the South line of said Lot 1 a distance of 472.50 feet, thence N08°03'00"E a distance of 574.34 feet, thence N00°17'40"E a distance of 60.00 feet, to a point on the South ROW of Forest Drive, thence S89°42'20"E along said South ROW a distance of 65.40 feet, thence Easterly continuing along said South ROW along a curve to the right having a radius of 442.76 feet an arc distance of 31.78 feet, thence continuing along said South ROW S80°42'31"E a distance of 301.95 feet to the Northeast corner of said lot 1, thence S00°19'04"W along the East line of Lot 1 a distance of 577.92 feet to the point of beginning and containing 6.02 acres.

The definitions set forth in Section 76-802, R.R.S. Nebraska on the date hereof shall govern this Master Deed and the attached By-Laws.



IV  
PRESENT COMPOSITION OF CONDOMINIUM

The Condominium Regime shall consist of seventeen (17) buildings, each with one apartment including a dwelling unit and garage space. The buildings vary in height from one to two (2) stories exclusive of basements. Each apartment shall be used for residential purposes only. The Condominium Regime also includes automobile garages and parking areas, a swimming pool, and landscaping amenities. The total ground floor area of all buildings aggregates twenty-eight thousand eight hundred eighty-six (28,886) square feet, with a condominium density of 2.82 apartments per acre. Said buildings and improvements together with their location on the land and the area and location of each apartment are more particularly described in the building plans which are attached to the original Master Deed dated April 1, 1978 and recorded as set forth above, copies of which plans are attached hereto and incorporated herein by this reference.

V  
APARTMENTS AND COMMON ELEMENTS

All apartments shall be measured from the surface of the drywall or other wall material comprising apartment walls which faces away from the apartment; from the surface of the drywall, tile or other ceiling surface facing away from the apartment and from the surface of the concrete, wood or other permanent floor surface facing into the apartment.

The common elements of the Condominium Regime are the land on which the buildings containing the apartments and all other improvements stand; all surrounding lands embraced within the legal description set forth above; all buildings located thereon and their structural components and fixtures except those contained within apartments including doors and screens but excluding all glass in all buildings containing apartments; foundations, fences, walkways, bridges, trees, shrubery and landscaping amenities, swimming pool and related equipment, drives, parking areas and all parts of the property and improvements which are not located within the apartments. All common elements shall be general common elements except each building containing an apartment and its structural components and fixtures, including all doors, screens, patios, and decks shall be limited common elements reserved to the exclusive use of the co-owners of the apartments contained in such building, their guests, tenants and employees. Each apartment shall be entitled to the exclusive use of the parking stalls identified as reserved for such apartment on the attached plans. Gas patio grills and air conditioning compressors or units are not common elements but are part of each apartment and shall be maintained and replaced as needed by each co-owner. Each apartment co-owner shall be responsible for the replacement of all gutters and all glass on their apartments. If any owner fails to replace any exterior glass or gutters on his apartment as required by this Master Deed and the By-Laws attached hereto, or if any maintenance is required because of damaged caused by any ordinary wear and tear, the Association may perform such work, invoice the co-owner thereof and secure and enforce a claim and lien thereof against the co-owner and his apartment in like manner as a delinquent assessment for common element expense.

VI  
CONDOMINIUM VALUE

The total value of the entire Condominium Regime is One Million Three Hundred Sixty Thousand Dollars (\$1,360,000.00), and the basic value of each apartment together with the percentage which each apartment shall share in the expenses of and the rights in the common elements are as follows:

<u>Apartment No.</u>	<u>Unit Designation</u>	<u>Basic Value</u>	<u>Percentage Interest</u>
24	C	\$80,000.00	5.88
25	C	\$80,000.00	5.88
26	A	\$80,000.00	5.88
27	E	\$80,000.00	5.88
28	A	\$80,000.00	5.88
29	A	\$80,000.00	5.88
30	C	\$80,000.00	5.88
31	B	\$80,000.00	5.88
32	C	\$80,000.00	5.88
33	C	\$80,000.00	5.88
34	E	\$80,000.00	5.88
35	A	\$80,000.00	5.88
36	A	\$80,000.00	5.88
37	C	\$80,000.00	5.88
38	C	\$80,000.00	5.88
39	C	\$80,000.00	5.88
40	C	\$80,000.00	5.88

VII  
COVENANTS, CONDITIONS AND RESTRICTIONS

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

(a) Oakview Townhomes Association, a Nebraska non-profit corporation (hereinafter referred to as the "Association"), has been incorporated to maintain, repair and replace the common elements of the Condominium Regime and to enforce the provisions of this Master Deed and the By-Laws of the Association as from time to time amended. Each co-owner shall automatically be deemed a member of said Association for so long as he continues to be a co-owner. Membership in the Association shall be appurtenant to the Apartment and may not be separated therefrom. The By-Laws of said Association are also the By-Laws of this Condominium Regime and are attached hereto and incorporated herein.

(b) The common elements are for the use and enjoyment of all co-owners, their tenants, guests and employees. The ownership of the common elements shall remain undivided, and no person or co-owner shall bring any action for the partition or division of the common elements. The Association shall from time to time establish rules and regulations for the use of the common elements, and all co-owners and users shall be bound thereby. The Association shall have the sole jurisdiction over and responsibility for making alterations, improvements, repairs and maintenance of the common elements. The share of a co-owner in the common elements is appurtenant to his apartment and inseparable from apartment ownership.

There is hereby assessed against each apartment such basic and special assessments as are from time to time approved by the Board of Administrators of the Association in accordance with the Master Deed and the By-Laws of this Association. Basic and special assessments may be made in accordance with the By-Laws of the Association against the apartments for insurance, common element maintenance, repair, replacement and construction, and reserves and for other expenses incurred by the Association. General and limited common element expenses shall be assessed to each apartment and co-owners in accordance with the percentage interests set forth in Article VI hereof. Basic and special assessments paid within thirty (30) days after the date when due shall not bear interest, but all sums not paid within said thirty (30) day period shall bear interest at nine percent (9%) per annum from due date until paid. If any co-owner shall fail or refuse to make any payment of general or special assessments when due, then the Board of Administrators may, with ten (10) days prior written notice, accelerate all installments thereof and make the total assessment immediately due and payable, and the amount thereof plus interest shall constitute a lien upon the co-owner's interest in his apartment. The Board of Administrators may but shall not be required to record a notice of such lien in the office of the Register of Deeds of Sarpy County, Nebraska. Whether so recorded or not, such lien shall constitute a lien prior to and preferred over all other liens and encumbrances except assessments and taxes past due and unpaid on the apartment, and prior duly recorded mortgages and lien instruments. Said lien, together with interest, court costs and reasonable attorney's fees, may be foreclosed in the same manner in which mortgages are foreclosed in an action against the interest of the owner in the apartment against which the subject assessment was levied. The payment of basic and special assessments shall also be the joint and several personal obligation of all co-owners of the apartment for which the assessment is delinquent and may be recovered in an action at law, together with interest, court costs and reasonable attorney's fees. In the event of payment and satisfaction of a lien notice of which is filed of record, the Board of Administrators shall forthwith file with the Register of Deeds a release of same. Any delinquent assessments for which collection proceedings have not been instituted within five (5) years from the date due shall be waived by the Association and forever barred thereafter.

(c) Each co-owner shall be responsible:

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

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

(3) To promptly report to the Association any defect or need for repairs which are the responsibility of the Association.

(4) To pay when due any assessment levied against his apartment.

(5) To abide by and comply with the rules and regulations of the Association relative to use and enjoyment of the common elements.

(d) Each apartment shall be used and occupied by only one family, its servants and guests as a residence and for no other purpose. No apartment may be subdivided into a smaller unit nor any portion thereof sold or transferred without first amending this Master Deed to show the changes in the apartments to be subdivided.

(e) No practice or use shall be permitted on the Condominium Regime or in any apartment which shall be an annoyance to other co-owners or residents of the area or which shall interfere with their peaceful use and enjoyment of their apartment on the common elements. All portions of the Condominium Regime and of each apartment shall be kept clean and sanitary and no use thereof shall be made which constitutes a violation of any laws, zoning ordinances, governmental regulations or regulations of the Association.

(f) Any co-owner(s) selling, renting or leasing his apartment shall provide the purchaser or tenant with a copy of this Master Deed, the By-Laws of the Association and all rules and regulations promulgated thereunder; provided however, that failure to provide copies of such documents to a purchaser or tenant shall not release him of its terms and provisions.

(g) No house trailer, modular house, structure of a temporary character, basement, tent, shack, barn, out-building or trailer of whatever description shall be built, erected or placed on the lands described herein, either temporarily or permanently, except as reasonably required for maintenance, repair or replacement of any improvement.

(h) No commercial vehicle with exterior advertising and no recreational vehicle of any description, including, but not limited to, boats, motor homes, campers, motorcycles or all-terrain vehicles, shall be maintained, stored or kept on the lands described herein unless housed completely within a structure allowed on said lands by other provisions contained herein.

(i) No animals of any kind shall be raised, bred or kept on the lands described herein, except that two domestic household pets may be kept in each apartment, subject to the rules and regulations as from time to time established by the Association relating thereto, and subject to the requirement that no such pets shall be allowed to run at large within the area embraced by the Condominium Regime. Property destroyed by pets must be replaced by the pet owner.

(j) No planting or gardening shall be permitted and no fences, hedges or walls shall be erected or maintained upon the lands described herein, except such as are installed in accordance with the initial construction or landscaping plans of the Condominium Regime and except for decorative planting within four (4) feet of each apartment's exterior walls, and at mail boxes.



157-368E

(k) No outdoor antenna of any type and for any purpose shall be erected or placed upon any of the property or improvements with the Condominium Regime.

(l) No signs, billboards or posters (except for "For Sale" or "For Lease" signs not exceeding one such sign per condominium unit) shall at any time be placed upon or affixed to any property contained within this Condominium Regime.

(m) Garage doors shall be kept closed at all times except when vehicles are entering or exiting.

(n) No refuse, garbage, rubbish or cuttings shall be deposited on any street, road or parcel of the Condominium Regime, unless placed in a suitable container discretely concealed so as to not be visible from other apartments, common elements or streets.

(o) No awnings, fences or sun screens of any type shall be affixed to any structure within the Condominium Regime without the prior express approval of the Association.

(p) No more than three (3) automobiles for any one apartment shall be kept, stored or placed upon any portion of the Condominium Regime at any one time.

(q) As set forth in Section 76-804 R.R.S. Nebraska, no co-owner and no tenants, employees or guests of any co-owner shall make any noise or cause any annoyance or do any act which may disturb the peace of other coowners, or their tenants, employees or guests.

(r) As set forth in Section 76-817 R.R.S. Nebraska, no co-owner may exempt himself from paying toward lawful common expenses by waiver of the use or enjoyment of the common elements or by abandonment of such co-owner's apartment, and no co-owner shall have a right to withhold payment of all or part of assessments on account of disagreement over the manner in which the affairs of the Association are conducted or claims against the Association.

#### VIII AMENDMENT

Co-owners representing two-thirds or more of the total basic value of the Condominium Regime may at any time in writing, duly acknowledged and recorded effect an amendment to this Master Deed and to the By-Laws and plans attached hereto; provided that such modification shall not be binding upon any existing mortgage holders of record unless such mortgage holder likewise consents to such modification in writing.

#### IX TERMINATION

This Condominium Regime may be terminated or waived by written agreement of the co-owners representing three-fourths or more of the total basic value of the Condominium Regime and by all lienholders of record; which agreement shall be acknowledged and recorded in the Register of Deeds and termination shall be effective as of recording date. Following termination, the land described herein may be judicially partitioned and sold upon the petition of any apartment owner, but if co-owners representing three-fourths of the total basic

value of the Condominium Regime agree in writing to sell or otherwise dispose of the land described herein, then all apartment owners shall be bound to execute such deeds or other documents reasonably necessary to effect such sale or disposition when and as required by the Board of Directors of the Association. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition.

X  
NOTICES

All notices required hereby shall be in writing and sent by regular United States mail, postage prepaid:

(a) To an owner, at his last-known address on the books of the Association.

(b) To the Condominium Regime or the Association, at the registered office of the Association.

All proxies, if any, given in connection with the execution of this Master Deed are attached hereto and incorporated herein.

IN WITNESS WHEREOF, the undersigned co-owners of apartments representing two-thirds or more of the total basic value of the Condominium Regime and lienholders of record have hereunto set their hands the date first above written.

CO-OWNERS:

Carla Cox Collier  
Co-Owner Apartment 24 C

Paul T. Phillips  
Co-Owner Apartment 25 C

Charles P. Danner II  
Co-Owner Apartment 26 A

Co-Owner Apartment \_\_\_\_\_

Frances M. Lash  
Co-Owner Apartment 27 E

Georgia L. Warner  
Co-Owner Apartment 29 A

Paul O. Trotter  
Co-Owner Apartment 29 A 30 C

Co-Owner Apartment \_\_\_\_\_

Ernie C. Walker  
Co-Owner Apartment 30 C 28 A

Co-Owner Apartment \_\_\_\_\_

Rick Smith  
Co-Owner Apartment 31 B

Co-Owner Apartment \_\_\_\_\_

John D. O'Donnell  
Co-Owner Apartment 32 C

Co-Owner Apartment \_\_\_\_\_

Co-Owner Apartment 33 C

Co-Owner Apartment \_\_\_\_\_

Harry Ervalle  
Co-Owner Apartment 34 E

Co-Owner Apartment \_\_\_\_\_

John D. O'Donnell  
Co-Owner Apartment 35 A

Co-Owner Apartment \_\_\_\_\_

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Co-Owner Apartment 36 A

Co-Owner Apartment \_\_\_\_\_

Lynna B Reed  
Co-Owner Apartment 37 C

Co-Owner Apartment \_\_\_\_\_

James M. Richardson  
Co-Owner Apartment 39 C

Co-Owner Apartment 39 C

PROXY FOR  
SHERY PELTON

William C. Miller  
Co-Owner Apartment 40 C

Co-Owner Apartment \_\_\_\_\_

MORTGAGE and LIENHOLDERS

Commercial Trust Savings Bank

By: James E. Buckle V.P.

By: \_\_\_\_\_

Bank of Bellane

By: Barbara Platt acct. cashier

American Charter Fed Loan

By: Loan Officers Branch Mgrs:

Commercial Federal

By: Gen. Counsel V.P.

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

157-368 H

PROXY

KNOW ALL MEN BY THESE PRESENTS that I, Sherelyn J. Pelton, being owner(s) of Apartment 39-C Oaks of Fontenelle Condominium Property Regime II, and a member of Oakview Townhomes Association, a Nebraska non-profit corporation, with one vote on all matters submitted for vote of the membership of the Oakview Townhomes Association do hereby constitute and appoint:

Joseph Valiant II, or in his absence  
Frank Weaver

as my proxy with full power to vote on my behalf and in my name, place and stead for or against all matters coming before any meeting of the members of the Oakview Townhomes Association held on or before the 9th day of February, 1982, relating or pertaining to the following items:

1. Amendment of the Master Deed which created Oaks of Fontenelle Condominium Property Regime II dated April 1, 1978 and recorded in the office of the Register of Deeds, Sarpy County, Nebraska, April 17, 1978 at Volume 153, Book of Deeds Page 920.
2. Amendment of the Articles of Incorporation of Oakview Townhomes Association, a Nebraska non-profit corporation.
3. Amendment of the By-Laws of Oakview Townhomes Association, a Nebraska non-profit corporation.

Said proxy shall have full power to vote and act for me and in my name, place and stead in the same manner, to the same extent, and with the same effect that I might vote or act were I personally present at any such meeting, including, without limitation, the power to execute any and all instruments, documents or agreements deemed necessary or desirable by the Board of Administrators of said Association to effect any such amendment of any of the documents described hereinabove.

Said proxy shall have full power of substitution and revocation.

Any proxy or proxies heretofor given by me to any person or persons, whomsoever are hereby revoked.

Sherelyn J. Pelton

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF SARPY     )

On this 25 day of January, 1982, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Sherelyn J. Pelton, to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed.

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

Van A. Schroeder  
Notary Public

157-368 I

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 9<sup>th</sup> day of February, 1982,  
before me, a Notary Public duly commissioned and qualified in  
and for said County and State, personally came Charles P. Downey  
, to me personally known to be the identical person  
who signed the foregoing instrument, and acknowledged the  
execution thereof to be his/her voluntary act and deed.

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

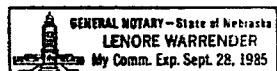


Lenore Warrender  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 9<sup>th</sup> day of February, 1982,  
before me, a Notary Public duly commissioned and qualified in  
and for said County and State, personally came Bette C. Walker  
, to me personally known to be the identical person  
who signed the foregoing instrument, and acknowledged the  
execution thereof to be his/her voluntary act and deed.

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

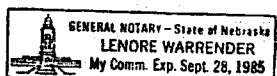


Lenore Warrender  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 9<sup>th</sup> day of February, 1982,  
before me, a Notary Public duly commissioned and qualified in  
and for said County and State, personally came Roy T. Smith  
, to me personally known to be the identical person  
who signed the foregoing instrument, and acknowledged the  
execution thereof to be his/her voluntary act and deed.

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

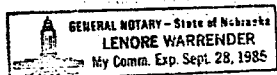


Lenore Warrender  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 9<sup>th</sup> day of February, 1982,  
before me, a Notary Public duly commissioned and qualified in  
and for said County and State, personally came Carl O. Westring  
, to me personally known to be the identical person  
who signed the foregoing instrument, and acknowledged the  
execution thereof to be his/her voluntary act and deed.

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



Lenore Warrender  
Notary Public

157-368J

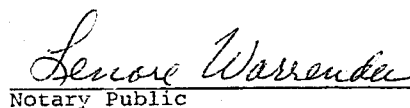
Witness my hand and notarial seal the day and year  
last above written.



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



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



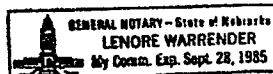


157-368 L

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 9<sup>th</sup> day of February, 1982,  
before me, a Notary Public duly commissioned and qualified in  
and for said County and State, personally came Frances M. Lash  
to me personally known to be the identical person  
who signed the foregoing instrument, and acknowledged the  
execution thereof to be his/her voluntary act and deed.

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

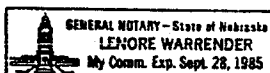


Lenore Warrender  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 9<sup>th</sup> day of February, 1982,  
before me, a Notary Public duly commissioned and qualified in  
and for said County and State, personally came Lydia B. Paul  
to me personally known to be the identical person  
who signed the foregoing instrument, and acknowledged the  
execution thereof to be his/her voluntary act and deed.

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

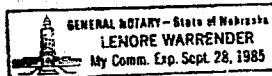


Lenore Warrender  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 9<sup>th</sup> day of February, 1982,  
before me, a Notary Public duly commissioned and qualified in  
and for said County and State, personally came William R. Page  
to me personally known to be the identical person  
who signed the foregoing instrument, and acknowledged the  
execution thereof to be his/her voluntary act and deed.

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

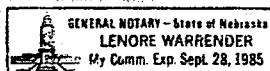


Lenore Warrender  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 9<sup>th</sup> day of February, 1982,  
before me, a Notary Public duly commissioned and qualified in  
and for said County and State, personally came Louis M. Reidmann  
to me personally known to be the identical person  
who signed the foregoing instrument, and acknowledged the  
execution thereof to be his/her voluntary act and deed.

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



Lenore Warrender  
Notary Public

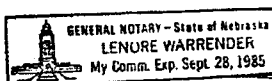


157-368 M

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 9<sup>th</sup> day of February, 1982 before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Diana L Weaver, of \_\_\_\_\_ to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation.

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



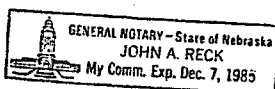
Lenore Warrender  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

(Bank of Bellevue)

On this 17<sup>th</sup> day of February, 1982 before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Barbara Plott, of \_\_\_\_\_ to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation.

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



John A. Reck  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1982 before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came \_\_\_\_\_, of \_\_\_\_\_ to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation.

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

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

162-109

AMENDED MASTER DEED AND DECLARATION OF RESTRICTIVE COVENANTS OF  
OAKS OF FONTENELLE CONDOMINIUM PROPERTY REGIME NUMBER II

THIS AMENDED MASTER DEED AND DECLARATION OF RESTRICTIVE COVENANTS (hereinafter referred to as the "Master Deed") is made this 25 day of November, 1986, by the undersigned, being the co-owners owning Apartments representing two-thirds or more of the total basic value of the Oaks of Fontenelle Condominium Property Regime II.

WITNESSETH:

I.

PURPOSE

The purpose of this Amended Master Deed and Declaration of Restrictive Covenants is to amend the Master Deed creating The Oaks of Fontenelle Condominium Property Regime II dated April 1, 1978, and recorded in the office of the Register of Deeds, Sarpy County, Nebraska, April 17, 1978, at Volume 153, Book of Deeds Page 920, as further amended on the 9th day of February, 1982, at Volume 157, Book of Deeds, Page 368, and to submit as herein amended, the lands and improvements herein described to the condominium form of ownership and use in the manner provided by Sections 76-801 through 76-823, R.R.S. Nebraska. The name of this condominium regime is, and shall continue to be The Oaks of Fontenelle Condominium Property Regime II (hereinafter called the "Condominium Regime").

II.

PROPERTY INCLUDED

The lands hereby resubmitted to the Condominium Regime are described as follows:

2350  
Part of Lot 1, The Oaks of Fontenelle, located in the Southeast Quarter of Section 24, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, and being more particularly described as follows:

FILED SARPY CO. NEBRASKA, and being more particularly described as follows:  
BOOK 162 Deeds  
PAGE 109  
1987 JAN 12 PM 12:03  
Beginning at the Southeast corner of Lot 1, The Oaks of Fontenelle, thence N89°42'20"W (assumed bearing) along the South line of said Lot 1 a distance of 472.50 feet; thence N08°08'00"E a distance of 574.34 feet; thence N0°17'40"E a distance of 60.00 feet, to a point on the South ROW of Forest Drive; thence S89°42'20"E along said

*David*  
00585

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162-109A

South ROW a distance of 65.40 feet; thence Easterly continuing along said South ROW along a curve to the right having a radius of 442.76 feet an arc distance of 31.78 feet; thence continuing along said South ROW S80°42'31"E a distance of 301.95 feet to the Northeast corner of said Lot 1; thence S00°19'04"W along the East line of Lot 1 a distance of 577.92 feet to the point of beginning and containing 6.02 acres.

#### AMENDMENTS

The following are set forth the amendments:

V.

#### APARTMENTS AND COMMON ELEMENTS

All apartments shall be measured from the interior surface of the exterior siding of each apartment including garage; from the interior surface of the roof and from the surface of the concrete, wood, or other permanent floor surface facing into the apartment.

The common elements of the Condominium Regime are the land on which the buildings containing the apartments and all other improvements stand; all surrounding lands embraced within the legal description set forth above; all buildings located thereon and their structural components and fixtures except those contained within the apartments including doors and screens but excluding all glass in all buildings containing apartments; foundations, fences, walkways, bridges, trees, shrubery and landscaping amenities, swimming pool and related equipment, drives, parking areas and all parts of the property and improvements which are not located within the apartments. All common elements shall be general common elements except each building containing an apartment and its structural components and fixtures, including all doors, screens, patios, and decks shall be limited common elements reserved to the exclusive use of the co-owners of the apartments contained in such building, their guests, tenants and employees. Each apartment shall be entitled to the exclusive use of the parking stalls identified as reserved for such apartment on the attached plans. Gas patio grills and air conditioning compressors or units are not common elements but are part of each apartment and shall be maintained and replaced as needed by each co-owner. Each apartment co-owner shall be responsible for the replacement of all gutters and all glass on their apartments. If any owner fails to replace any exterior glass or gutters on his apartment as required by this Master Deed and the By-Laws attached hereto, or if any maintenance is required because of damage caused by any ordinary wear and tear, the Association may perform such work, invoice the co-owner thereof and secure and enforce a claim and lien thereof against

162-109B

the co-owner and his apartment in like manner as a delinquent assessment for common element expense.

## VI.

CONDOMINIUM VALUE

Annually, the Association, in cooperation with each of the owners of the Apartments in the Condominium Property Regime Number II shall agree upon the insurable replacement value of each of said apartments; however, irrespective of the value placed on each apartment, each apartment shall share equally in the expenses of and the rights and common elements.

## VIII.

AMENDMENT

Co-owners of two-thirds of the apartments in the condominium regime may, at any time, in writing, duly acknowledged and recorded, effect amendments to this Master Deed and plans attached thereto; provided that such modification shall not be binding upon any existing mortgage holders of record unless such mortgage holder likewise consents to such modification in writing.

## CO-OWNERS:

[Signature]  
Co-Owner Apartment 30C

Barbara S. Stark  
Co-Owner Apartment 32C

[Signature]  
Co-Owner Apartment 39C

[Signature]  
Co-Owner Apartment 32C

[Signature]  
Co-Owner Apartment 35-A

[Signature]  
Co-Owner Apartment 40C

[Signature]  
Co-Owner Apartment 26-A

[Signature]  
Co-Owner Apartment 34-E

[Signature]  
Co-Owner Apartment 31B

[Signature] 27-E  
Co-Owner Apartment

[Signature]  
Co-Owner Apartment 28-A

[Signature] 29-A  
Co-Owner Apartment

FILED FOR RECORD 3-15-88 AT 1:38 P.M. INSTRUMENT 88-03006

28<sup>50</sup>

88-03006

*Handwritten signature*

REGISTER OF DEEDS, SARPY COUNTY, NE

AMENDMENT TO AMENDED MASTER DEED AND  
DECLARATION OF RESTRICTIVE COVENANTS OF  
OAKS OF FONTENELLE CONDOMINIUM PROPERTY REGIME NUMBER II

THIS AMENDED MASTER DEED AND DECLARATION OF RESTRICTIVE COVENANTS (hereinafter referred to as the "Master Deed") is made this 15 day of March, 1988, by the undersigned, being the co-owners owning Apartments representing two-thirds or more of the total basic value of the Oaks of Fontenelle Condominium Property Regime II.

WITNESSETH:

I.

PURPOSE

The purpose of this Amended Master Deed and Declaration of Restrictive Covenants is to amend the Master Deed creating The Oaks of Fontenelle Condominium Property Regime II dated April 1, 1978, and recorded in the office of the Register of Deeds, Sarpy County, Nebraska, April 17, 1978, at Volume 153, Book of Deeds, Page 920, as further amended on the 9th day of February, 1982, at Volume 157, Book of Deeds, Page 368, and further amended on the 8th day of January, 1987, at Volume 162, Book of Deeds, Page 109, and to submit as herein amended, the lands and improvements herein described to the condominium form of ownership and use in the manner provided by Sections 76-801 through 76-823, R.R.S. Nebraska. The name of this condominium regime is, and shall continue to be The Oaks of Fontenelle Condominium Property Regime II (hereinafter called the "Condominium Regime").

II.

PROPERTY INCLUDED

The lands hereby resubmitted to the Condominium Regime are described as follows:

Part of Lot 1, The Oaks of Fontenelle, located in the Southeast Quarter of Section 24, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, and being more particularly described as follows:

Beginning at the Southeast corner of Lot 1, The Oaks of Fontenelle, thence N89°42'20"W (assumed bearing) along the South line of said Lot 1 a distance of 472.50 feet; thence N08°03'00"E a distance of 574.34 feet; thence N00°17'40"E a distance of 60.00 feet, to a point of the South ROW of Forest Drive; thence S89°42'20"E along said South ROW a distance

NEBRASKA DOCUMENTARY  
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of 65.40 feet; thence Easterly continuing along said South ROW along a curve to the right having a radius of 442.76 feet an arc distance of 31.78 feet; thence continuing along said South ROW S80°42'31"E a distance of 301.95 feet to the Northeast corner of said Lot 1; thence S00°19'04"W along the East line of Lot 1 a distance of 577.92 feet to the point of beginning and containing 6.02 acres.

#### AMENDMENTS

Following are set forth the amendments:

V.

#### COMMON ELEMENTS AND APARTMENTS

(a) The common elements of the Condominium Regime are the land on which the buildings containing the apartments and all other improvements stand; all surrounding lands embraced within the legal description set forth above; all fences, walkways, bridges, trees, shrubery and landscaping amenities except as excluded herein, swimming pools, pool house and all equipment relating thereto, drives, parking areas, security lights, mailboxes, sprinkler systems and all other property and improvements which are not a part of the apartments.

(b) All apartments and garages shall include all of their structural components, including but not limited to roof, siding, foundation, fixtures, doors, screens, windows, patios, decks, gutters, and air conditioning and heating units. Said apartments and garages and their structural components as set forth herein shall be reserved to the exclusive use of the co-owners of the apartments, their guests, tenants and employees.

(c) The owners of each apartment shall be responsible for the repair, maintenance and replacement of his or her apartment and garage, including all of their structural components, as more particularly described in Paragraph (b) above. The owners will further be responsible for the maintenance of all landscaping including shrubery of every kind planted within four feet of owners' apartment and in the event the owner is given written permission for additional plantings outside of said four foot area, then the owners shall be responsible for the maintenance and replacement of such plantings. The Association, however, will continue to be responsible for the cleaning of gutters twice each year.

If any owner fails to maintain the apartment as provided for herein within 30 days from receipt of notice of such failure given by the Association's Board of Directors, then and in that event, the Association may perform such maintenance and replacement work, invoice the owner of the apartment and secure and enforce a claim and lien thereof against the co-owner and his apartment in like manner as a delinquent assessment for common element expense.

We, the undersigned Co-owners of more than two-thirds of the Apartments in Oaks of Fontenelle Condominium Property Regime Number II, hereby adopt the foregoing amendment to the Master Deed, provided that such modification shall not be binding upon any existing mortgage holders of record unless such mortgage holder likewise consents to such modification in writing.

## CO-OWNERS:

Frances M. Lash  
Co-Owner Apartment 27 E

Normalee Page  
Co-Owner Apartment 140C

Shirley V. Anderson  
Co-Owner Apartment 26 A

E. L. Bell  
Co-Owner Apartment 29 A

Barbara S. Stark  
Co-Owner Apartment 33 C

J. R. Rame  
Co-Owner Apartment 30 C

Bette C. Walker  
Co-Owner Apartment 28 A

Brenda McLeod  
Co-Owner Apartment 32 C

Ray A. Smith  
Co-Owner Apartment 31 B

Co-Owner Apartment \_\_\_\_\_

John D. O'Donnell  
Co-Owner Apartment 35 A

Co-Owner Apartment \_\_\_\_\_

N. Jeanne Volpe  
Co-Owner Apartment 34 E

Co-Owner Apartment \_\_\_\_\_

Max R. Moore  
Co-Owner Apartment 37 C

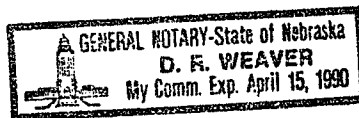
Co-Owner Apartment \_\_\_\_\_

88-03006 C

STATE OF NEBRASKA)

: ss.  
COUNTY OF SARPY )

BE IT KNOWN that on this 15 day of March, 1988,  
before me, a Notary Public in and for said County and State  
personally appeared the foregoing named individuals, co-owners of  
apartments in Oaks of Fontenelle Condominium Property Regime  
Number II, to be known to be the identical persons described in  
and who executed the foregoing instrument, and they acknowledged  
the execution thereof to be their voluntary act and deed.



D. E. Weaver  
Notary Public