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WESTMONT CONDOMINIUM PROPERTY REGIME NO. 1

MASTER DEED AND DECLARATION

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MASTER DEED AND DECLARATION

CREATING

WESTMONT CONDOMINIUM PROPERTY REGIME NO. 1

This Master Deed and Declaration, made this 13th day of October, 1973, by Continental Western Corporation, having its principal offices at 11501 Richland Drive, Papillion, Nebraska, hereinafter referred to as the "Sponsor," for itself, its successors, grantees and assigns, hereby declares:

WITNESSETH:

1. Submission of Property. The purpose of this Master Deed and Declaration 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, Reissue, Revised Statutes of Nebraska (herein called "Condominium Act"). The lands owned by the Sponsor which are hereby submitted to the condominium regime are described as follows:

Lots One (1), Two (2), Five (5), and Six (6), Block eight (8), in Westmont, a subdivision in Sarpy County, Nebraska.

2. Name of Condominium. This condominium shall be known as the "Westmont Condominium Property Regime No. 1."

3. Definitions. The definitions set forth in Section 76-802, Reissue, Revised Statutes of Nebraska, shall govern this Master Deed and Declaration and the attached By-Laws. Apartment as defined in said statute is hereinafter referred to as unit.

4. Area of Land. The land has an area of approximately 107,500 square feet.

5. Buildings. The condominium regime will consist of eight (8) buildings. Each building will be a two-story fourplex. The buildings will contain a total of 32 units. The total ground floor area of each of the buildings is 3,109 square feet. The total ground floor area of all of the buildings aggregates 24,872 square feet.

6. Units. Annexed hereto and made a part hereof as Exhibit A is a list of all the units in the buildings and their unit designations, approximate area, number of bedrooms, limited common elements to which each has exclusive use (all as shown on the floor plans of the buildings, certified by Architectural Research & Engineering Company, architects, filed in the office of the Register of Deeds of Sarpy County, Papillion, Nebraska).

7. Ownership of Condominium Units. Each condominium unit shall be conveyed and treated as an individual property capable of independent use and fee absolute ownership, and the owner or owners of each condominium unit shall own, as an appurtenance to the ownership of each condominium unit, an undivided interest in the common elements and have exclusive easement to use certain of the limited common elements and the undivided interest appurtenant being that which is hereinafter specifically assigned thereto. The percentage of undivided interest in the common elements assigned to each condominium unit shall not be changed without the unanimous consent of the owners of all of the condominium units.

[illegible] of the area, measured horizontally from the unit

plane of the lowest structure of the roof; and in the case of garages and carport areas, from the surface of the concrete floor to the plane of the lowest structure of the roof.

9. Use of Units. Each of the units is restricted to residential use only.

10. Common Elements. Common elements being the general common elements and the limited common elements as defined in Section 11 below shall consist of the entire property including all parts of the building other than the units, and including, without limitation, the following:

(a) The land on which the building is erected;

(b) All roofs, foundations, columns, beams and supports;

(c) All exterior walls of the building; all walls and partitions separating units from other common elements; all walls and partitions separating units;

(d) The ground and all landscaping, roads and walkways, exterior lighting, and driveways and parking areas;

(e) All other parts of the property and all apparatus and installations existing in the building or on the property for common use or necessary or convenient to the existence, maintenance or safety of the property.

Air conditioning compressors or units are not common elements but are part of each unit and shall be maintained and replaced as needed by each owner. Each unit owner shall be responsible for the repair, maintenance and replacement of all exterior windows and doors, including garage doors; it being understood that the only common area maintenance of exterior windows and doors shall be the painting or finishing for the exterior surface thereof. If any unit owner fails to repair, maintain or replace the exterior of his unit as required in this Master Deed and in the By-Laws described below, the Association may perform such work, invoice the owner therefor, and secure and enforce a lien therefor against the owner and his unit in like manner as a delinquent assessment for common element expense.

11. Limited Common Elements. "Limited Common Elements," as used herein, means those common elements designed in Exhibit A attached hereto and made a part hereof, reserved for the use of certain units to the exclusion of the other units.

12. Determination of Percentages in Common Elements. The percentages of interest of the respective units in the common elements (hereinafter sometimes called the "common interests") have been determined upon the basis of the proportion which the value of each unit bears to the value of the property, and such values and percentages are set forth in Exhibit A attached hereto and made a part hereof.

13. Encroachments. In the event Section 76-810(2) of the Condominium Act is not applicable, then if any portion of the common elements encroaches upon any unit, or if any unit now encroaches upon any other unit, or upon any portion of the common elements, as a result of the construction of the building, or if any such encroachment shall occur hereafter as a result of settling or shifting of the building, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event the building, the unit, any adjoining unit, or any adjoining common element shall be partically or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any unit or of any unit upon any other unit or upon any portion of the common elements due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

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ities located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, wires, conduits, public utility lines and other common facilities serving such other units and located in such unit.

15. Power of Attorney to Board of Directors. Each unit owner shall grant to the persons who shall from time to time constitute the Board of Directors, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any unit whose owner desires to surrender the same, or to sell or lease the same to the Board of Directors, or which may be the subject of foreclosure or other judicial sale, in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, and to convey, sell, lease, mortgage, vote the votes appurtenant thereto or otherwise deal with any such unit so acquired or to sublease any unit so leased to the Board of Directors.

16. Person to Receive Service. Mr. Thomas J. Guilfoyle, 700 Service Life Building, Omaha, Nebraska, is hereby designated to receive notice of process in any action which may be brought against the Condominium.

17. Units Subject to Master Deed and Declaration, By-Laws and Rules and Regulations. All present and future owners, tenants and occupants of units shall be subject to, and shall comply with the provisions of this Master Deed and Declaration, the By-Laws, and Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupance of any unit shall consitute an agreement that the provisions of the Master Deed and Declaration, the By-Laws and the Rules and Regulations as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. No person, irrespective of the nature of his interest, shall bring any action or proceeding for partition or division of the property or any part thereof except as may be specifically permitted by the provisions of 76-801 through 76-823, Reissue, Revised Statutes of Nebraska, by the provisions hereof or by the By-Laws.

18. Amendment of Master Deed and Declaration. This Master Deed and Declaration may be amended only by the unanimous consent of all unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws; provided, however, that any such amendment shall have been approved in writing by all mortgagees.

No amendment shall be effective until recorded in the Office of the Register of Deeds, Sarpy County, Papillion, Nebraska.

19. Reconstruction or Repair of Casualty Damage. In the event that two-thirds (2/3) or more of the total number of units are substantially damaged or destroyed, a decision not to reconstruct or repair such damage or destruction may be made within one hundred twenty (120) days of the date of such damage or destruction by the vote of at least seventy-five percent (75%) in number and in common interest of all unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. If less than two-thirds (2/3) of the total number of units are damaged or destroyed, it shall be mandatory that such damage be repaired and restored. All reconstruction and repairs must be made according to substantially the same plans, specifications, design and total cubic area, pursuant to which the building was initially constructed.

20. By-Laws, Rules and Regulations. Annexed hereto as Exhibits B and C respectively, are true copies of the By-Laws and Rules and Regulations governing the administration of the property. No modification of or amendment to the By-Laws shall be valid unless adopted in accordance with the provisions thereof and such modification or amendment is duly recorded.

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Deed and Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

22. Waiver. No provision contained in this Master Deed and Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

23. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed and Declaration nor the intent of any provision hereof.

24. Gender. The use of the masculine gender in this Master Deed and Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the Sponsor has caused this Master Deed and Declaration to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 13th day of April, 1973.

CONTINENTAL WESTERN CORPORATION, Sponsor

By: _____
President

By: _____
Assistant Secretary

STATE OF NEBRASKA }
COUNTY OF SARPY } SS:

On this 13th day of April, 1973, before me, the undersigned officer, personally appeared J. R. SWENSON and THOMAS J. GUILFOYLE, who acknowledged themselves to be the President and Assistant Secretary of Continental Western Corporation, and they being authorized so to do executed the foregoing instrument on behalf of the corporation by signing their names as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Phyllis G. Hansen
Notary Public

PHYLLIS G. HANSEN
GENERAL NOTARY
State of Nebraska
My Commission Expires
May 17, 1976

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EXHIBIT A

Unit No.	Description	Limited Common Element	Unit Value	Proportionate Share in the Common Expense and Common Elements	No. of Votes
3A	2 Bedroom Unit Approx. 1,462 sq. ft.	3A-1 Rear Patio 3A-2 Parking; Front Court	$21,950	2.81%	281
3B	2 Bedroom Unit Approx. 1,462 sq. ft.	3B-1 Rear Patio 3B-2 Parking; Front	$22,700	2.91%	291
3C	3 Bedroom Unit Approx. 1,646 sq. ft.	3C-1 Rear Patio 3C-2 Parking; Front Court	$25,450	3.26%	326
3D	3 Bedroom Unit Approx. 1,646 sq. ft.	3D-1 Raer Patio 3D-2 Parking; Front Court	$26,200	3.36%	336
4A	2 Bedroom Unit Approx. 1,462 sq. ft.	4A-1 Rear Patio 4A-2 Front Court 4A-3 Parking Space	$21,950	2.81%	281
4B	2 Bedroom Unit Approx. 1,462 sq. ft.	4B-1 Rear Patio 4B-2 Front Court 4B-3 Parking Space	$22,700	2.91%	291
4C	3 Bedroom Unit Approx. 1,646 sq. ft.	4C-1 Rear Patio 4C-2 Front Court 4C-3 Parking Space	$25,450	3.26%	326
4D	3 Bedroom Unit Approx. 1,646 sq. ft.	4D-1 Rear Patio 4D-2 Front Court 4D-3 Parking Space	$26,200	3.36%	336
5A	2 Bedroom Unit Approx. 1,462 sq. ft.	5A-1 Rear Patio 5A-2 Front Court 5A-3 Parking Space	$21,950	2.81%	281
5B	2 Bedroom Unit Approx. 1,462 sq. ft.	5B-1 Rear Patio 5B-2 Front Court 5B-3 Parking Space	$22,700	2.91%	291
5C	3 Bedroom Unit Approx. 1,646 sq. ft.	5C-1 Rear Patio 5C-2 Front Court 5C-3 Parking Space	$26,450	3.38%	338
5D	3 Bedroom Unit Approx. 1,646 sq. ft.	5D-1 Rear Patio 5D-2 Front Court 5D-3 Parking Space	$27,200	3.48%	348
6A	2 Bedroom Unit Approx. 1,462 sq. ft.	6A-1 Rear Patio 6A-2 Parking; Front Court	$22,950	2.94%	294
6B	2 Bedroom Unit Approx. 1,462 sq. ft.	6B-1 Rear Patio 6B-2 Parking; Front Court	$23,700	3.04%	304
6C	3 Bedroom Unit	6C-1 Rear Patio			

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Unit No	Description	Limited Common Element	Unit Value	Proportionate Share in the Common Expense and Common Elements	No. of Votes
6D	3 Bedroom Unit Approx. 1,646 sq. ft.	6D-1 Rear Patio 6D-2 Parking; Front Court	$27,200	3.49%	349
7A	2 Bedroom Unit Approx. 1,462 sq. ft.	7A-1 Rear Patio 7A-2 Parking; Front Court	$21,950	2.81%	281
7B	2 Bedroom Unit Approx. 1,462 sq. ft.	7B-1 Rear Patio 7B-2 Parking; Front Court	$22,700	2.91%	291
7C	3 Bedroom Unit Approx. 1,646 sq. ft.	7C-1 Rear Patio 7C-2 Parking; Front Court	$25,450	3.26%	326
7D	3 Bedroom Unit Approx. 1,646 Sq. ft.	7D-1 Rear Patio 7D-2 Parking; Front Court	$26,200	3.36%	336
8A	2 Bedroom Unit Approx. 1,462 sq. ft.	8A-1 Rear Patio 8A-2 Parking; Front Court	$21,950	2.81%	281
8B	2 Bedroom Unit Approx. 1,462 sq. ft.	8B-1 Rear Patio 8B-2 Parking; Front Court	$22,700	2.91%	291
8C	3 Bedroom Unit Approx. 1,646 sq. ft.	8C-1 Rear Patio 8C-2 Parking; Front Court	$25,450	3.26%	326
8D	3 Bedroom Unit Approx. 1,646 sq. ft.	8D-1 Rear Patio 8D-2 Parking; Front Court	$26,200	3.36%	336
9A	2 Bedroom Unit Approx. 1,462 sq. ft.	9A-1 Rear Patio 9A-2 Parking; Front Court	$21,950	2.81%	281
9B	2 Bedroom Unit Approx. 1,462 sq. ft.	9B-1 Rear Patio 9B-2 Parking; Front Court	$22,700	2.91%	291
9C	3 Bedroom Unit Approx. 1,646 sq. ft.	9C-1 Rear Patio 9C-2 Parking; Front Court	$25,450	3.26%	326
9D	3 Bedroom Unit Approx. 1,646 sq. ft.	9D-1 Rear Patio 9D-2 Parking; Front Court	$26,200	3.36%	336
10A	2 Bedroom Unit Approx. 1,462 sq. ft.	10A-1 Rear Patio 10A-2 Front Court 10A-3 Parking Space	$22,950	2.94%	294
10B	2 Bedroom Unit Approx. 1,462 sq. ft.	10B-1 Rear Patio 10B-2 Front Court 10B-3 Parking Space	$23,700	3.04%	304
10C	3 Bedroom Unit Approx. 1,646 sq. ft.	10C-1 Rear Patio 10C-2 Front Court 10C-3 Parking Space	$26,450	3.39%	339
10D	3 Bedroom Unit	10D-1 Rear Patio	$27,200	3.49%	349

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EXHIBIT B

BY-LAWS

OF

WESTMONT TOWNHOUSES ASSOCIATION NO. 1

ARTICLE I

Section 1. The following are the By-Laws of Westmont Townhouses Association No. 1, a Nebraska non-profit corporation, whose registered agent is Thomas J. Guilfoyle, and its registered office is located at 11501 Richland Drive, Papillion, Sarpy County, Nebraska. The following By-Laws are also the By-Laws of Westmont Condominium Property Regime No. 1.

Section 2. Members. The Corporation has been established to provide a means of management for Westmont Condominium Property Regime No. 1 in Sarpy County, Nebraska. Membership in the Corporation is automatically granted and restricted to record owners, including contract sellers, of units in the Condominium Regime, subject to the restrictions of Article V, Section 9(c).

Section 3. Unit Ownership. The property described as Lots One (1), Two (2), Five (5) and Six (6), Block Eight (8) of Westmont, a subdivision of Sarpy County, Nebraska, has been submitted to the provisions of Section 76-801 through 823, Reissue, Revised Statutes of Nebraska, known as the "Condominium Property Act" by the master deed recorded simultaneously herewith in the office of the Register of Deeds of Sarpy County, Nebraska, and which condominium shall hereinafter be referred to as "Westmont Condominium Property Regime No. 1" hereinafter called the "Condominium").

Section 4. Applicability of By-Laws. The provisions of these By-Laws are applicable to the property of the Condominium and the use and occupancy thereof. The term "Property" as used herein shall include the land, the buildings and all other improvements thereon (including the condominium units, the general common areas and facilities, and the limited common areas and facilities), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of Sections 76-801 through 823, Reissue, Revised Statutes of Nebraska.

Section 5. Application. All present and future owners, mortgagees, lessees and occupants of condominium units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Master Deed and the Rules and Regulations.

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

Section 6. Office. The office of the Condominium and of the Corporation shall be located at 11501 Richland Drive, Papillion, Nebraska, or such other place as may be selected by the Board

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ARTICLE II

Unit Owners

Section 1. Annual Meetings. One year after units representing 75% or more in common interest shall have been sold by the Sponsor and paid for, the Sponsor shall provide written notice to all unit owners of the time and place of the first annual meeting of the unit owners which shall be held within 30 days thereafter. At such meeting, the original Board of Directors shall resign as members of the Board of Directors and as officers, and all the unit owners, including the Sponsor, shall elect a new Board of Directors. Thereafter, the annual meetings of the unit owners shall be held on the 15th day of May of each succeeding year, unless such date shall occur on a Saturday or Sunday, in which event the meeting shall be held on the succeeding business day. At such meetings the Board of Directors shall be elected by ballot of the unit owners in accordance with the requirements of Section 4 of Article III of these By-Laws. So long as the Sponsor shall own one or more of the units, the Sponsor shall be entitled to elect at least one member of the Board of Directors who shall serve for a term of one year. The unit owners may transact such other business at such meetings as may properly come before them.

Section 2. Place of Meetings. Meetings of the unit owners shall be held at the registered office of the Corporation or at such other suitable place convenient to the unit owners as may be designated by the Board of Directors.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors, or upon a petition signed and presented to the Secretary by not less than 25% in common interest, in the aggregate, of unit owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a written notice of each annual or special meeting of the unit owners at least ten but not more than thirty days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each unit owner of record, at their unit address or at such other address as such unit owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided by this Section shall be considered service of notice.

Section 5. Adjournment of Meetings. If any meeting of the unit owners cannot be held because a quorum has not attended, a majority in common interest of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. Order of Business. The order of business at all meetings of the unit owners shall be as follows:

(a) Roll Call.

(b) Proof of notice of meeting.

(c) Reading of minutes of preceding meeting.

(d) Reports of officers.

(e) Reports of Board of Directors.

(f) Reports of committees.

(g) Election of inspectors of election (when so required).

(i) Unfinished business.

(j) New business.

Section 7. Title to Units. Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

Section 8. Voting. The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Any or all of such owners may be present at any meeting of the unit owners and (those constituting a group acting unanimously), may vote or take any other action as a unit owner either in person or by proxy. However, no proxy may cast a vote for more than one unit owner. The total number of votes of all unit owners shall be 10,000, and each unit owner (including the Sponsor and the Board or Directors, if the Sponsor shall then own, or the Board of Directors, or its designee, shall then hold title to one or more units) shall be entitled to cast one vote at all meetings of the unit owners for each .01 percent of interest in the common areas and facilities applicable to his or their unit. The Fiduciary shall be the voting member with respect to any unit owned in a fiduciary capacity.

Section 9. Majority of Unit Owners. As used in these By-Laws, the term "Majority of unit owners" shall mean those unit owners having more than 50 percent of the total authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of Section 7 of this Article II.

Section 10. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners having one-third (1/3) of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 11. Majority Vote. The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where in the Master Deed and Declaration or these By-Laws or By-Laws, a higher percentage vote is required.

ARTICLE III

Board of Directors

Section 1. Number and Qualification. The affairs of the Corporation and the Condominium shall be governed by a Board of Directors. Until one year after units representing 75 percent in common interest shall have been sold by the Sponsor of the Condominium Regime (Continental Western Corporation) and shall have been paid for, and thereafter until their successors shall have been elected by the unit owners, the Board of Directors shall consist of such of the officers, employees and members of the Board of Directors of the Sponsor as shall have been designated by the Sponsor. Thereafter, the Board of Directors shall be composed of not less than three nor more than five persons, all of whom shall be owners of units.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and the Condominium, and may do all such acts and things except as by law or by the Master Deed or by these By-Laws may not be dele- [illegible] Such powers and duties of the Board of Direc-

(a) Operation, care, upkeep and maintenance of the common areas, limited common areas, and facilities.

(b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.

(c) Collection of the common charges (which for the purpose of these By-Laws shall mean such portion of the common expenses as are payable by the respective unit owners) from unit owners.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common areas, limited common areas, and facilities.

(e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property.

(f) Opening of bank accounts on behalf of the Corporation and designating the signatories required therefor.

(g) Obtaining of insurance for the Property, including the units pursuant to the provisions of Article V, Section 2 hereof.

(h) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

Section 3. Managing Agent and Manager. The Board of Directors may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including but not limited to the duties listed in subdivisions (a), (c), (d), (k) and (l) of Section 2 of this Article III. The Board of Directors may delegate to the manager or managing agent all of the powers granted to the Board of Directors by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), of Section 2 of this Article III.

Section 4. Election and Term of Office. At the first annual meeting of the unit owners, the members of the Board of Directors shall be elected to serve terms of one year. Each director shall be elected by the vote of a majority of unit owners, as hereinafter defined in Section 9 of Article II. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the unit owners.

Section 5. Removal of Members of the Board of Directors. At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any members of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the unit owners, shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may consitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the unit owners.

Section 7. First Annual Meeting. The annual meeting of the members of the Board of Directors

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elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President upon five (5) business days notice to each member of the Board of Directors, given by mail, or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and like notice on the written request of at least three (3) members of the Board of Directors.

Section 9. Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjournment at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 11. Fidelity Bonds. The Board of Directors shall obtain adequate fidelity bonds for all officers and employees of the Corporation handling or responsible for Corporation funds. The premiums on such bonds shall constitute a common expense.

Section 12. Compensation. No member of the Board of Directors shall receive any compensation from the Corporation for acting as such.

Section 13. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Property. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Property shall provide that the members of the Board of Directors or the managing agent, or the manager, as the case may be, are acting only as agents for the Corporation and shall have no personal liability thereunder.

ARTICLE IV

Officers

Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Secretary, an Assistant Treasurer, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Board of Directors.

Section 2. Election of Officers. The officers of the Corporation shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors, and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any annual meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of an Corporation, including but not limited to, the power to appoint committees from among the unit owners from time to time as he may at his discretion decide is appropriate to assist in the conduct of the affairs of the Corporation.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 6. Secretary. The Secretary shall take the minutes of all meetings of the unit owners and of the Board of Directors, and shall keep same at the principal office of the Corporation unless otherwise instructed by the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of secretary of a non-profit corporation organized under the laws of the State of Nebraska.

Section 7. Treasurer. The Treasurer shall have the responsibility for Corporation funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the depository of all monies and other valuable effects in the name of the Board of Directors, or the managing agent, in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of treasurer of a non-profit corporation organized under the laws of the State of Nebraska.

Section 8. Agreements, Contracts, Checks, etc. All agreements, contracts, checks and other instruments of the Corporation shall be executed by the two officers of the Corporation or by such other person or persons as may be designated by the Board of Directors.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Corporation for acting as such.

ARTICLE V

Operation of the Property

Section 1. Determination of Common Expenses and Fixing of Common Charges. The Board of

to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance to be or which have been obtained by the Board of Directors pursuant to the provisions of Section 2 of Article V. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the common areas and limited common areas of the Property, including, without limitation, an amount for working capital of the Corporation, for a general operating reserve, for a reserve fund for replacements, and to make any deficit in the common expenses for any prior year. The Board of Directors shall advise all unit owners promptly in writing of the amount of common charges payable by each of the unit owners, respectively, as determined by the Board of Directors, as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all unit owners and to their mortgagees.

Section 2. Insurance. The Board of Directors shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring each Building (including all of the units and the bathroom and kitchen fixtures initially installed therein by the Sponsor, but not including any wall, ceiling, or floor decoration or coverings or other furniture or furnishings, fixtures or equipment installed by unit owners), together with all service machinery contained therein and covering the interest of the Condominium, the Corporation, the Board of Directors and all unit owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the Building, without deduction for depreciation; each of said policies shall contain a standard mortgagee clause in favor of each mortgagee of a unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Directors hereinafter set forth, (2) workmen's compensation insurance, and (3) such other insurance as the Board of Directors may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Directors and that the net proceeds thereof shall be payable to the Board of Directors.

The amount of fire insurance to be maintained until the first meeting of the Board of Directors following the annual meeting of the unit owners shall be in at least the sum of $718,000.00.

All policies of physical damage insurance shall to the extent obtainable contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice of all of the insureds, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least ten (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain a qualified appraisal of the full replacement value of the Building, including all of the units and all of the common areas and facilities therein, without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

The Board of Directors shall also be required to obtain and maintain to the extent obtainable, public liability insurance in such limits as the Board of Directors may, from time to time, determine covering each member of the Board of Directors, the managing agent, the manager and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once a year. Until the first meeting of the Board of Directors following the first annual meeting of the unit owners, such public liability insurance shall be in amount not less than $1,000,000.00 for claims for bodily injury, and for property damage.

Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner.

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Building(s) are destroyed or substantially damaged and 75% or more of the unit owners determine in accordance with the Master Deed not to proceed with the repair or restoration), the Board of Directors shall arrange for the prompt repair or restoration of the Building(s) (including any damaged units, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, but not including any wall, ceiling, or floor decorations or coverings or other furniture or furnishings, fixtures or equipment installed by unit owners in the units), and the Board of Directors shall disburse the proceeds of all insurance policies to the contractors engaged in such repair or restoration in appropriate progress payments. Any cost of such repair or restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess all the unit owners for such deficit as part of the common charges.

If 66 2/3% or more of the Building(s) are destroyed or substantially damaged and if within one hundred twenty (120) days of the date of such destruction or damage 75% or more of the unit owners determine not to proceed with repair and restoration, the Property shall be subject to an action for partition at the suit of any unit owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Directors among all the unit owners in proportion to their respective common interest, after first paying out of the share of each unit owner the amount of any unpaid liens on his unit, in the order of priority of such liens.

Section 4. Payment of Common Charges. All unit owners shall be obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article V at such time or times as the Board of Directors shall determine.

All unit owners shall pay their proportionate share of the assessments not to exceed the sum of $40.00 per month unless increased upon the recommendation of the Board of Directors and accepted by three-fourths vote of the unit owners taken at an annual or special meeting of the membership.

No unit owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale, transfer or other conveyance by him of such unit, together with the Appurtenant Interests, as defined in Section 1 of Article VII hereof. In addition, any unit owner may, subject to the terms and conditions specified in these By-Laws, and subject to acceptance by the Board of Directors, provided that his unit is free and clear of liens and encumbrances other than a permissible first mortgage and the statutory lien for unpaid common charges, convey his unit, together with the "Appurtenant Interests" to the Corporation, or its designee, corporate or otherwise, on behalf of all other unit owners. A purchaser of a unit shall be liable for the payment of common charges assessed against such unit prior to the acquisition by him of such unit, without prejudice to such purchaser's right, if any, to recover from the seller the amounts paid by the purchaser, except that a mortgagee or other purchaser of a unit at a foreclosure sale of such unit shall not be liable for and such unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale.

Section 5. Collection of Assessments. The Board of Directors shall assess common charges against the unit owners from time to time, and shall take prompt action to collect charges due from any unit owner which remain unpaid for more than 30 days from the date due for payment thereof.

Section 6. Default in Payment of Common Charges. In the event of default by any unit owner in paying to the Board of Directors the common charges as determined by the Board of Directors, such unit owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors, in any proceeding brought to collect such unpaid common charges. All such unpaid common charges shall constitute a lien on such unit prior to all other liens except those specified in Section 76-817, Reissue, Revised Statutes of Nebraska. The Board of Directors shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the

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Nebraska.

Section 7. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common charges, the unit owner shall be required to pay a reasonable rental for the use of his unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Directors, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale, and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. Statement of Common Charges. The Board of Directors shall promptly provide any unit owner so requesting the same in writing, with a written statement of all unpaid common charges due from such unit owner.

Section 9. Abatement and Enjoining of Violations by Unit Owners. The violation of any rule or regulation adopted by the Board of Directors or the breach of any of these By-Laws contained herein, or the breach of any provisions of the Master Deed, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter into the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, or (c) to deny partially or wholly access to, benefit from, or use of all or any facilities, functions, or services, or suspend, partly or wholly of all or any rights or privileges of membership or any other disciplinary action directed by the Board of Directors.

Section 10. Maintenance and Repair.

(a) Subject to the terms of the Master Deed, all maintenance of and repairs to any unit, structural or non-structural, ordinary or extraordinary (other than maintenance of and repairs to any common area, limited common area, and facilities contained therein, except as provided in Section 10(c) hereof, and not necessitated by the negligence, misuse or neglect of the owner of such unit) shall be made by the owner of such unit. Each unit owner shall be responsible for all damages to any and all other units and/or to the common areas and facilities, that his failure so to do may engender.

(b) All maintenance, including lawn maintenance and snow removal, repairs and replacements to the common areas and facilities, and to the limited common areas and facilities, whether located inside or outside of the units, shall be made by the Association and be charged to all the unit owners as a common expense, unless such maintenance, repair, or replacement is necessitated by the negligence, misuse or neglect of a unit owner, in which case, such expense shall be charged to such unit owner.

(c) All unit owners shall have the right to make improvements in the limited common areas pertaining to their unit at their sole cost and expense. The maintenance and repair of said improvements shall be at the unit owner's expense. In the event said improvements are not kept in good repair, the Board of Directors may cause such repairs to be made as are necessary, and charge same to the unit owner. Any such charges shall become a lien on said unit, and be subject to the provisions of Article V, Section 6 hereof.

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to and shall be in accordance with the following provisions:

(a) The units shall be used for residences only by the owner or owners thereof, their families, guests, invitees, lessees, and licensees.

(b) The common areas and facilities, including the limited common areas and facilities, shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the units.

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(d) No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning laws and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property shall be corrected, by and at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

Section 12. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the common areas and facilities shall require additions, alterations or improvements costing in excess of $500.00 and the making of such additions, alterations or improvements shall have been approved by the vote of at least two-thirds (2/3) in number and in common interest of the unit owners and by those mortgagees holding mortgages constituting first liens upon six (6) or more units (provided that such approval by said mortgagees shall not be deemed to be an agreement by said mortgagees to subordinate such mortgages to any liens arising in connection with such additions, alterations or improvements), the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all unit owners for the cost thereof, as a common charge. Any additions, alterations or improvements costing $500.00 or less may be made by the Board of Directors without approval of unit owners or any mortgagees of units and the cost thereof shall constitute part of the common expenses.

Section 13. Additions, Alterations or Improvements by Unit Owners. No unit owner shall make any structural addition, alteration or improvement in or to his unit, or the limited common areas pertaining thereto, including any exterior painting or exterior alteration or addition (including awnings, grills, etc.) without the prior written consent thereto of the Board of Directors. The Board of Directors shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such owner's unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. In addition, any such additions, alterations or improvements made prior to the 15th day of May, 1974, must have the written approval of Continental Western Corporation, which approval, however, will not be unreasonably withheld. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Board of Directors only, without, however, incurring any liability on the part of the Board of Directors or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 13 shall not apply to units owned by the Sponsor until such units shall have been initially sold by the Sponsor and paid for.

Section 14. Right of Access. A unit owner shall grant a right of access to his unit to the manager and/or managing agent and/or any other person authorized by the Board of Directors, the

services or other common areas or facilities in his unit or elsewhere in the Building, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner. In case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

Section 15. Rules of Conduct. Rules and regulations concerning the use of the units and the common areas and facilities, including the limited common areas and facilities, may be promulgated and amended by the Board of Directors with the approval of a majority of the unit owners. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Directors with the approval of a majority of the unit owners, are annexed hereto and made a part hereof.

Section 16. Gas. Gas shall be supplied by the public utility company serving the area directly to each unit through a separate meter and each unit owner shall be required to pay the bills for gas consumed or used in his unit. The gas serving the common areas and facilities shall be separately metered, and the Board of Directors shall pay all bills for gas consumed in such portions of the common areas and facilities as a common expense.

Section 17. Electricity. Electricity shall be supplied by the public utility company serving the area directly to each unit through a separate meter and each unit owner shall be required to pay the bills for electricity consumed or used in his unit. The electricity serving the common areas and facilities shall be separately metered, and the Board of Directors shall pay all bills for electricity consumed in such portions of the common areas and facilities as a common expense.

Section 18. Water and Sewer. Water shall be supplied by Sanitary and Improvement District No. 23 of Sarpy County, Nebraska, to a meter serving Units A and B of each building and to a meter serving Units C and D of each building. Payment for water usage will be included as a part of the monthly common charges due from each unit owner and shall be equally divided among all unit owners. Water as needed for use in the common areas may be drawn from outside spigots of any building.

Sewer use fees to Sanitary and Improvement District No. 23 shall be a flat rate assessed equally to each unit.

The Board of Directors shall assess water and sewer fees as necessary and in conformity with procedures as stated in Article V, Section 1.

ARTICLE VI

Mortgages

Section 1. Notice of Board of Directors. A unit owner who mortgages his unit, shall notify the Board of Directors of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Directors. The Board of Directors shall maintain such information in a book entitled "Mortgages of Units."

Section 2. Notice of Unpaid Common Charges. The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges due from, or any other default by the owner of the mortgaged unit.

Section 3. Notice of Default. The Board of Directors, when giving notice to a unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Directors.

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ARTICLE VII

Sales and Mortgages of Units

Section 1. No Severance of Ownership. No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. For the purpose of these By-Laws, the "Appurtenant Interests" shall mean, collectively, (i) the unit owner's undivided interest in the common areas, limited common areas, and facilities appurtenant to such unit; (ii) the interest of such unit owner in any units theretofore acquired by the Board of Directors or its designee on behalf of all unit owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such unit owner in any other assets of the Condominium. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interest, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as a part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all units.

Section 2. Payment of Assessments. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate or sell his unit unless and until he shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against his unit and until he shall have satisfied all unpaid liens against such unit, except permitted mortgages. Notwithstanding the foregoing, a unit owner may convey or sell his unit, subject to all other provisions of these By-Laws, to a purchaser who in writing assumes all unpaid common charges and who agrees to take such unit subject to all unpaid liens against same.

ARTICLE VIII

Condemnation

Section 1. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the common areas and facilities, the award made for such taking shall be payable to the Board of Directors. If 75 percent or more of the unit owners duly and promptly approve the repair and restoration of such common areas and facilities, the Board of Directors shall arrange for the repair and restoration of such common areas and facilities, and the Board of Directors shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that 75 percent or more of the unit owners do not duly and promptly approve the repair and restoration of such common areas and facilities, the Board of Directors shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Article V of these By-Laws.

ARTICLE IX

Records

Section 1. Records and Audits. The Board of Directors or the managing agent shall keep detailed records of the actions of the Board of Directors and the managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of unit owners, and financial records and books of account of the Corporation and the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each unit which, among other things, shall

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and expenditures of the Corporation and Condominium shall be rendered by the Board of Directors to all unit owners at least semi-annually. In addition, an annual report of the receipts and expenditures of the Corporation and Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Directors to all unit owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.

ARTICLE X

Miscellaneous

Section 1. Notices. All notices hereunder shall be sent by registered or certified mail to the Board of Directors c/o the Managing Agent, or if there is no Managing Agent, to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time, by notice in writing to all unit owners and to all mortgagees of units. All notices to any unit owner shall be sent by registered or certified mail to the Building or to such other address as may have been designated by him from time to time, in writing to the Board of Directors. All notices to mortgagees of units, shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restrictions, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XI

Termination of Condominium Regime

Section 1. The unit owners shall have the right to terminate the Condominium Regime by the vote of three-fourths (3/4) of the unit owners taken at a regular or special meeting of the membership. The rights of the unit owners in this regard are subject to the provisions of Section 76-812, Reissue, Revised Statutes of Nebraska.

ARTICLE XII

Amendments to the By-Laws

Section 1. Amendments to By-Laws. Except as otherwise provided herein, the By-Laws may be modified or amended by the vote of 66 2/3 percent in number and in common interest of all unit owners at a meeting of unit owners duly held for such purpose, but only with the written approval of those mortgagees holding mortgages constituting first liens upon six or more units. Section

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the votes appurtenant thereto, Section 13, of Article V, insofar as it provides that the provisions of such section shall not apply to any units owned by the Sponsor, and this Section 1 of Article XII, however, may not be amended without the consent in writing of the Sponsor, so long as the Sponsor shall be the owner of one or more units.

The Amendment to the By-Laws shall be executed and acknowledged by the President and attested by the Secretary of the Corporation 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.

ARTICLE XIII

Execution of Instruments and Seal

Section 1. Execution of Instruments. All instruments of the Corporation shall be executed under the seal by such officer or officers as the Board of Directors may designate, or as may be otherwise authorized.

Section 2. Seal. The seal of the Corporation shall bear the words "Condominium Seal, Westmont Townhouses Association No. 1."

ARTICLE XIV

Conflicts

Section 1. Conflicts. These By-Laws are set forth to comply with the provisions of Section 76-815, Reissue, Revised Statutes of Nebraska. In case any of these By-Laws conflict with the provisions of said statute or of the Master Deed, the provisions of said statute or the Master Deed, as the case may be, shall control.

EXHIBIT C

RULES AND REGULATIONS

OF

WESTMONT TOWNHOUSES ASSOCIATION NO. 1

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

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

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

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

5. No dogs, cats, birds or other pets shall be kept in the units, or on the property, without the written permission of the Board of Directors; provided that they are not kept, bred or maintained for any commercial purposes, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property within three days written notice by the Board of Directors.

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

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

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

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

[illegible] profession of any kind, commercial, religious,

window displays or advertising be maintained or permitted on any part of the Property or in any unit therein nor shall any unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Sponsor and the Board of Directors, or its agent, to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied units, and the right is hereby given to any mortgagee, who may become the owner of any unit, to place such signs on any unit owned by such mortgagee, but in no event will any sign be larger than 24 inches by 16 inches.

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

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

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

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

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

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

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

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

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

20. If any key or keys are entrusted by a unit owner or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Directors or of the managing agent, whether for such unit owner's apartment unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such unit owner, and neither the Board of Directors nor the managing agent nor the manager shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

21. The Board of Directors, or its designated agent, may retain a pass key to each unit. No unit owner shall alter any lock or install a new lock on any door of a unit without the written consent of the Board of Directors. In case such consent is given, the unit owner shall provide the Board of Directors, or its agent, with an additional key pursuant to its right of access to the unit.

1-48-8429 W

23. No occupant of the building shall utilize any employee of the Corporation or of the managing agent for any private business.

24. Complaints regarding the operation of the Corporation or service of the buildings, grounds, etc., shall be made in writing to the Board of Directors or to the managing agent or to the manager.

23. No occupant of the building shall utilize any employees of the Association or of the Board of Directors or of the managing agent for any private business.

24. Complaints regarding the operation of the Association or service of the buildings, grounds, etc., shall be made in writing to the Board of Directors or to the managing agent or to the manager.

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FILED FOR RECORD 12-23-77 AT 11:45 A M. IN BOOK 152 OF [illegible] 214 5

PAGE 3784 Carl L. Hibbeler REGISTER OF DEEDS, SARPY COUNTY, NEB.

THE WESTMONT CONDOMINIUM PROPERTY REGIME

AMENDED AND REVISED
MASTER DEED AND DECLARATION

NEBRASKA DOCUMENTARY STAMP TAX

DEC 23 1977

$ Exempt 9 BY [illegible]

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152-2974

AMENDED AND REVISED

MASTER DEED AND DECLARATION

CREATING

THE WESTMONT CONDOMINIUM PROPERTY REGIME

This Amended and Revised Master Deed and Declaration, (hereinafter "Master Deed") made this _____ day of _____, 1977, by the undersigned owners and mortgage holders of all of the units in WESTMONT CONDOMINIUM PROPERTY REGIME NO. 1, all of the units in WESTMONT CONDOMINIUM PROPERTY REGIME NO. 2, and of Lot 1 of Replat Lot 1, Block 9, in Westmont, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, hereinafter called the "Owners", for themselves, their successors, grantees and assigns, hereby declare:

WITNESSETH:

1. Merger. By this Master Deed the Owners intend to and do hereby merge Westmont Condominium Property Regime No. 1 with Westmont Condominium Property Regime No. 2 to form a new condominium property regime.

2. Submission of Property. By this Master Deed the Owners further intend to and do hereby submit the lands herein described and the improvements built thereon to the condominium form of ownership and use in the manner provided by Sections 76-801 through 76-824, Reissue, Revised Statutes of Nebraska, as amended, effective July 12, 1974 (herein called "The Condominium Act"). The lands which are hereby submitted by the Owners are described as follows:

Parcel No. 1

All of the Units in Westmont Condominium Property Regime No. 1, a condominium organized under the laws of the State of Nebraska pursuant to a Master Deed recorded in the office of the Registrar of Deeds for Sarpy County, Nebraska, on April 16, 1973, in Book 148 Deeds, at Page 849.

Parcel No. 2

All of the Units in Westmont Condominium Property Regime No. 2, a condominium organized under the laws of the State of Nebraska pursuant to a Master Deed recorded in the office of the Registrar of Deeds for Sarpy County, Nebraska, on April 16, 1973, in Book 148 Deeds, at Page 850.

Parcel No. 3

Lot 1 of Replat Lot 1, Block 9, in Westmont, a subdivision

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Parcel No. 4

Units 15A, 15B, 15C, 15D, 16A, 16B, 16C, 16D, 17A, 17B, 17C, 17D, 18A, 18B, 18C and 18D, in said Westmont Condominium Property Regime No. 2, a condominium organized under the laws of the State of Nebraska pursuant to a Master Deed recorded in the office of the Registrar of Deeds for Sarpy County, Nebraska, on April 16, 1973, in Book 148 Deeds, at Page 850.

4. Division, Deletion and Sale of Property. By this Master Deed the Owners further intend to and do hereby divide and delete the lands hereinafter described from the condominium property regime and for and in consideration of the execution of this Master Deed by the undersigned, and each of them, the undersigned, and each of them, do hereby quit claim, grant, bargain, sell, convey and confirm said lands unto David J. Cullan, Trustee. The lands which are hereby divided and deleted from the condominium property regime and quit claimed and conveyed to David J. Cullan, Trustee, prior to their submission to Westmont Condominium Property Regime No. 2 were, and hereafter shall be, described as follows:

Parcel No. 5

Lots 8, 9, 10, 11, 12 and 13, Block 7, in Westmont, a subdivision in Sarpy County, Nebraska.

5. Name of Condominium. This condominium shall be known as "The Westmont Condominium Property Regime."

6. Definitions. The definitions set forth in Section 76-802, of the Condominium Act shall govern this Master Deed and the attached By-Laws, unless the context otherwise requires. Apartment as defined in said statute is hereinafter referred to as unit.

7. Area of Land. The land which consists of Lots 1 and 2 of Block 7, Lots 1, 2, 5 and 6, of Block 8, and Lot 1 of Replat Lot 1 of Block 9, all in Westmont, a subdivision in Sarpy County, Nebraska, has an area of approximately 195,592 square feet.

8. Buildings. The condominium regime consists of twelve (12) buildings. Each building is a two-story fourplex. The buildings contain a total forty-eight (48) units. The total ground floor area of each of the buildings is 3,109 square feet. The total ground floor area of all of the buildings aggregates 37,308 square feet.

9. Units. Annexed hereto and made a part hereof as Exhibit "A" is a list of all the units in the buildings and their unit designations, approximate area, number of bedrooms, limited common elements to which each has exclusive use (all as shown on the floor plans of such buildings, certified by Architectural Research & Engineering Company, architects, attached to the Master Deed and Declaration of Westmont Condominium Property Regime No. 1 and of Westmont Condominium Property Regime No. 2, both filed in the office of the Registrar of Deeds of Sarpy County, Nebraska, Papillion, Nebraska, on the 16th day of

owners of each condominium unit shall own, as an appurtenance to the ownership of each condominium unit, an undivided interest in the common elements and have exclusive easement to use certain of the limited common elements and the undivided interest appurtenant being that which is hereinafter specifically assigned thereto. The percentage of undivided interest in the common elements assigned to each condominium unit shall not be changed without the unanimous consent of the owners of all of the condominium units.

11. Dimensions of Units. Each unit consists of the area measured horizontally from the unit side of the exterior structural wall of the building to the unit side of the structural wall and/or partitions; and in the case of carports, from the unit side of the structural column or posts. Vertically each unit consists of the space between the surface of the concrete floor of the lower level and the plane of the lowest structure of the roof; and in the case of garages and carport areas, from the surface of the concrete floor to the plane of the lowest structure of the roof.

12. Use of Units. Each of the units is restricted to residential use only.

13. Common Elements. Common elements being the general common elements and the limited common elements as defined in Section 14 below shall consist of the entire property including all parts of the building other than the units, and including, without limitation, the following:

(a) The land on which the building is erected;

(b) All roofs, foundations, columns, beams and supports;

(c) All exterior walls of the building; all walls and partitions separating units from other common elements; all walls and partitions separating units;

(d) The ground and all landscaping, roads and walkways, exterior lighting, recreational facilities, and driveways and parking areas;

(e) All other parts of the property and all apparatus and installations existing in the building or on the property for common use or necessary or convenient to the existence, maintenance or safety of the property.

Air conditioning compressors or units are not common elements but are part of each unit and shall be maintained and replaced as needed by each owner. Each unit owner shall be responsible for the repair, maintenance and replacement of all exterior windows and doors, including garage doors; it being understood that the only common area maintenance of exterior windows and doors shall be the painting or finishing for the exterior surface thereof. If any unit owner fails to repair, maintain or replace the exterior of his unit as required in this Master Deed and in the By-Laws described below, the Association may perform such work, invoice the owner therefor, and secure and enforce a lien therefor against the

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15. Determination of Percentages in Common Elements. The percentages of interest of the respective units in the common elements (hereinafter sometimes called the "common interests") have been determined upon the basis of the proportion which the value of each unit bears to the value of the property, and such values and percentages are set forth in Exhibit A attached hereto and made a part hereof.

16. Encroachments. In the event Section 76-810(2) of the Condominium Act is not applicable, then if any portion of the common elements encroaches upon any unit, or if any unit now encroaches upon any other unit, or upon any portion of the common elements, as a result of the construction of the building, or if any such encroachment shall occur hereafter as a result of settling or shifting of the building, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event the building, the unit, any adjoining unit, or any adjoining common element shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any unit or of any unit upon any other unit or upon any portion of the common elements due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

17. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Facilities Located Inside of Units. Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, wires, conduits, public utility lines and other common facilities serving such other units and located in such unit.

18. Power of Attorney to Board of Directors. Each unit owner shall grant to the persons who shall from time to time constitute the Board of Directors, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any unit whose owner desires to surrender the same, or to sell or lease the same to the Board of Directors, or which may be the subject of foreclosure or other judicial sale, in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, and to convey, sell, lease, mortgage, vote the votes appurtenant thereto or otherwise deal with any such unit so acquired or to sublease any unit so leased to the Board of Directors.

19. Person to Receive Service. Mr. David J. Cullan, Suite 220 U.S. National Bank-Regency, 10010 Regency Circle, Omaha, Nebraska, is hereby designated to receive notice of process in any action which may be brought against the Condominium.

20. Units Subject to Master Deed, By-Laws and Rules and Regulations. All present and future owners, tenants and

amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. No person, irrespective of the nature of his interest, shall bring any action or proceeding for partition or division of the property or any part thereof except as may be specifically permitted by the provisions of the Condominium Act, by the provisions hereof or by the By-Laws.

21. Amendment of Master Deed. This Master Deed may be amended only by the unanimous consent of all unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws; provided, however, that any such amendment shall have been approved in writing by all mortgagees.

No amendment shall be effective until recorded in the Office of the Register of Deeds, Sarpy County, Papillion, Nebraska.

22. Reconstruction or Repair of Casualty Damage. In the event that two-thirds (2/3) or more of the total number of units are substantially damaged or destroyed, a decision not to reconstruct or repair such damage or destruction may be made within one hundred twenty (120) days of the date of such damage or destruction by the vote of at least seventy-five (75%) percent in number and in common interest of all unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. If less than two-thirds (2/3) of the total number of units are damaged or destroyed, it shall be mandatory that such damage be repaired and restored. All reconstruction and repairs must be made according to substantially the same plans, specifications, design and total cubic area, pursuant to which the building was initially constructed.

23. By-Laws, Rules and Regulations. Annexed hereto as Exhibits B and C respectively, are true copies of the By-Laws and Rules and Regulations governing the administration of the property. No modification of or amendment to the By-Laws shall be valid unless adopted in accordance with the provisions thereof and such modification or amendment is duly recorded.

24. Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

25. Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

26. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit

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IN WITNESS WHEREOF, the undersigned Owners and Mortgage Holders have caused this Amended and Revised Master Deed and declaration to be properly executed this ____ day of _____, 1977.

UNIT 3A, in WESTMONT CONDOMINIUM PROPERTY REGIME NO. 1,

_____

_____

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this ____ day of _____, 1977, before me, the undersigned, a Notary Public, in and for said county, personally came _____, who acknowledged himself, herself or themselves to be the owner or owners of the above unit to me known to be the identical person or persons whose name is or names are above subscribed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

GENERAL NOTARY - State of Nebraska
THERESE M. McGUIRE
My Comm. Exp. Sept. 8, 1980

_____
NOTARY PUBLIC

UNIT 3B, in WESTMONT CONDOMINIUM PROPERTY REGIME NO. 1,

X _____

_____

STATE OF NEBRASKA)
Douglas) ss.
COUNTY OF SARPY)

On this 7 day of Nov, 1977, before me, the undersigned, a Notary Public, in and for said county, personally came Linda Lee Beck, who acknowledged himself, herself or themselves to be the

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UNIT 3C, in WESTMONT CONDOMINIUM
PROPERTY REGIME NO. 1,

Richard [illegible]

Cheryl [illegible]

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this [illegible] day of [illegible], 1977, before me, the undersigned, a Notary Public, in and for said county, personally came [illegible], who acknowledged himself, herself or themselves to be the owner or owners of the above unit to me known to be the identical person or persons whose name is or names are above subscribed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

GENERAL NOTARY - State of Nebraska
THERESE M. McGUIRE
My Comm. Exp. Sept. 9, 1980

[illegible]
NOTARY PUBLIC

UNIT 3D, in WESTMONT CONDOMINIUM
PROPERTY REGIME NO. 1,

Terry K. Spisbrgd

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 17th day of November, 1977, before me, the undersigned, a Notary Public, in and for said county, personally came Terry K. Spisbrgd, a single person, who acknowledged himself, herself or themselves to be the owner or owners of the above unit to me known to be the identical person or persons whose name is or names are above subscribed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

153.3787 M

UNIT 4A, in WESTMONT CONDOMINIUM
PROPERTY REGIME NO. 1,

Don A. Anderson

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this [illegible] day of [illegible], 1977, before me, the undersigned, a Notary Public, in and for said county, personally came [illegible], who acknowledged himself, herself or themselves to be the owner or owners of the above unit to me known to be the identical person or persons whose name is or names are above subscribed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

GENERAL NOTARY - State of Nebraska
THERESE M. McGUIRE
My Comm Exp. Sept 9, 1980

[illegible]
NOTARY PUBLIC

UNIT 4B, in WESTMONT CONDOMINIUM
PROPERTY REGIME NO. 1,

Judith A Reeves
Thomas D. Reeves

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 8th day of November, 1977, before me, the undersigned, a Notary Public, in and for said county, personally came Judith A Reeves & Thomas D. Reeves, his husband, who acknowledged himself, herself or themselves to be the owner or owners of the above unit to me known to be the identical person or persons whose name is or names are above subscribed to the foregoing instrument and acknowledged the execution thereof to

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UNIT 4C, in WESTMONT CONDOMINIUM
PROPERTY REGIME NO. 1,

[illegible]

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 25th day of [illegible], 1977, before me, the undersigned, a Notary Public, in and for said county, personally came [illegible], who acknowledged himself, herself or themselves to be the owner or owners of the above unit to me known to be the identical person or persons whose name is or names are above subscribed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

GENERAL NOTARY State of Nebraska
THERESE M. McGUIRE
My Comm. Exp. Sept. 9, 1980

[illegible]
NOTARY PUBLIC

UNIT 4D, in WESTMONT CONDOMINIUM
PROPERTY REGIME NO. 1,

X Dale A Kreisk

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 5th day of [illegible], 1977, before me, the undersigned, a Notary Public, in and for said county, personally came Dale A Kreisk, a [illegible], who acknowledged himself, herself or themselves to be the owner or owners of the above unit to me known to be the identical person or persons whose name is or names are above subscribed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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14 A	Deed of Trust - 10-13-76	195	4818
9 C	Deed of Trust - 10-13-76	195	4819
7 D	Deed of Trust - 10-20-76	195	4943
8 C	Deed of Trust - 10-25-76	195	5013
5 B	Deed of Trust - 10-25-76	195	5014
12 B	Deed of Trust - 11-8-76	195	5290
3 D	Deed of Trust 11-29-76	195	5596
12 A	Deed of Trust - 12-8-76	195	5753
12 C	Deed of Trust - 1-13-77	196	224
12 D	Deed of Trust - 1-21-77	196	343
13 A	Deed of Trust - 31-77	196	813
13 D	Deed of Trust - 3-9-77	196	939

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EXHIBIT A

The following Register contains a description of the units and of the limited common elements to which each has exclusive use, all as shown on the floor plans and drawings of such buildings, certified by Architectural Research & Engineering Company, architects, attached to the Master Deed and Declaration of Westmont Condominium Property Regime No. 1 and of Westmont Condominium Property Regime No. 2, both filed and recorded in the office of the Registrar of Deeds of Sarpy County, Nebraska, Papillion, Nebraska, on the 16th day of April, 1973, in Book 148 Deeds at Pages 849 and 850, respectively. Units 3A through 10D are shown on said floor plans and drawings attached to said Master Deed of Westmont Condominium Property Regime No. 1 and Units 11A through 14D are shown on said floor plans and drawings attached to said Master Deed of Westmont Condominium Property Regime No. 2.

The basic unit value of each unit is $25,000.00. The proportionate share in the common expenses (common charges and assessments) and common elements is 1/48 of the total. Each unit shall have one (1) vote of the forty-eight (48) total votes.

Unit No.	Description	Limited Common Element
3A	2 Bedroom Unit Approx. 1,462 sq. ft.	3A-1 Rear Patio 3A-2 Parking; Front Court
3B	2 Bedroom Unit Approx. 1,462 sq. ft.	3B-1 Rear Patio 3B-2 Parking; Front Court
3C	3 Bedroom Unit Approx. 1,646 sq. ft.	3C-1 Rear Patio 3C-2 Parking; Front Court
3D	3 Bedroom Unit Approx. 1,646 sq. ft.	3D-1 Rear Patio 3D-2 Parking; Front Court
4A	2 Bedroom Unit Approx. 1,462 sq. ft.	4A-1 Rear Patio 4A-2 Front Court 4A-3 Parking Space
4B	2 Bedroom Unit Approx. 1,462 sq. ft.	4B-1 Rear Patio 4B-2 Front Court 4B-3 Parking Space
4C	3 Bedroom Unit Approx. 1,646 sq. ft.	4C-1 Rear Patio 4C-2 Front Court 4C-3 Parking Space
4D	3 Bedroom Unit Approx. 1,646 sq. ft.	4D-1 Rear Patio 4D-2 Front Court 4D-3 Parking Space
5A	2 Bedroom Unit	5A-1 Rear Patio

152-3784 Aj

MORTGAGEE'S CONSENT

Bankers Trust Company, the holder of the mortgages and owner of the beneficial interest in the deeds of trust described on Exhibit A in The Westmont Condominium Property Regime hereby consents to the amendment, restatement and revision of the Master Deed and Declaration to which this consent is attached, each page, including pages A-1, A-2 and A-3 which comprise Exhibit A thereto, of which other than the signature pages, have been initialed by the officer signing this consent.

BANKERS TRUST COMPANY

By Consuelo Reese
Consuelo Reese
Assistant Treasurer

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 19th day of December, 1977, before me, the undersigned, a Notary Public, in and for said county, personally came Consuelo Reese, Assistant Treasurer, officer of the said mortgage holder, known to me to be the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

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

Notary Public

PAUL V. [illegible]
Notary Public, State of New York
No. 31-4[illegible]
Qualified in New [illegible]
Commission Expires [illegible]

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WESTMONT CONDOMINIUMS

Unit #	Date Mortgage or Deed of Trust Recorded	Book	Page
14 D	Mortgage - 1-5-76	195	33
10 D	Mortgage - 5-4-76	195	1713
8 A	Mortgage - 5-24-76	195	2022
10 C	Mortgage - 6-15-76	195	2461
14 B	Deed of Trust - 8-17-76	195	3784
13 C	Deed of Trust - 8-20-76	195	3863
13 B	Deed of Trust - 9-9-76	195	4213
6 D	Deed of Trust - 9-10-76	195	4236
3 A	Deed of Trust - 9-10-76	195	4237
4 D	Deed of Trust - 9-15-76	195	4339
11 D	Deed of Trust - 9-14-76	195	4302
4 C	Deed of Trust - 1-17-77	196	267
5 D	Deed of Trust - 9-23-76	195	4491
8 B	Deed of Trust - 9-23-76	195	4493
7 C	Deed of Trust - 9-30-76	195	4608
3 C	Deed of Trust - 9-30-76	195	4603
7 B	Deed of Trust - 9-30-76	195	4604
14 C	Deed of Trust - 10-8-76	195	4757
6 C	Deed of Trust - 10-7-76	195	4733
11 C	Deed of Trust - 9-30-76	195	4607
5 C	Deed of Trust - 10-15-76	195	4870
10 A			

Unit No.	Description	Limited Common Elements
5C	3 Bedroom Unit Approx. 1,646 sq. ft.	5C-1 Rear Patio 5C-2 Front Court 5C-3 Parking Space
5D	3 Bedroom Unit Approx. 1,646 sq. ft.	5D-1 Rear Patio 5D-2 Front Court 5D-3 Parking Space
6A	2 Bedroom Unit Approx. 1,462 sq. ft.	6A-1 Rear Patio 6A-2 Parking; Front Court
6B	2 Bedroom Unit Approx. 1,462 sq. ft.	6B-1 Rear Patio 6B-2 Parking; Front Court
6C	3 Bedroom Unit Approx. 1,646 sq. ft.	6C-1 Rear Patio 6C-2 Parking; Front Court
6D	3 Bedroom Unit Approx. 1,646 sq. ft.	6D-1 Rear Patio 6D-2 Parking; Front Court
7A	2 Bedroom Unit Approx. 1,462 sq. ft.	7A-1 Rear Patio 7A-2 Parking; Front Court
7B	2 Bedroom Unit Approx. 1,462 sq. ft.	7B-1 Rear Patio 7B-2 Parking; Front Court
7C	3 Bedroom Unit Approx. 1,646 sq. ft.	7C-1 Rear Patio 7C-2 Parking; Front Court
7D	3 Bedroom Unit Approx. 1,646 sq. ft.	7D-1 Rear Patio 7D-2 Parking; Front Court
8A	2 Bedroom Unit Approx. 1,462 sq. ft.	8A-1 Rear Patio 8A-2 Parking; Front Court
8B	2 Bedroom Unit Approx. 1,462 sq. ft.	8B-1 Rear Patio 8B-2 Parking; Front Court
8C	3 Bedroom Unit Approx. 1,646 sq. ft.	8C-1 Rear Patio 8C-2 Parking; Front Court
8D	3 Bedroom Unit Approx. 1,646 sq. ft.	8D-1 Rear Patio 8D-2 Parking; Front Court
9A	2 Bedroom Unit Approx. 1,462 sq. ft.	9A-1 Rear Patio 9A-2 Parking; Front Court
9B	2 Bedroom Unit Approx. 1,462 sq. ft.	9B-1 Rear Patio 9B-2 Parking; Front Court
9C	3 Bedroom Unit Approx. 1,646 sq. ft.	9C-1 Rear Patio 9C-2 Parking; Front Court
9D	3 Bedroom Unit Approx. 1,646 sq. ft.	9D-1 Rear Patio 9D-2 Parking; Front Court
10A	2 Bedroom Unit Approx. 1,462 sq. ft.	10A-1 Rear Patio 10A-2 Front Court

Unit No.	Description	Limited Common Elements
10B	2 Bedroom Unit Approx. 1,462 sq. ft.	10B-1 Rear Patio 10B-2 Front Court 10B-3 Parking Space
10C	3 Bedroom Unit Approx. 1,646 sq. ft.	10C-1 Rear Patio 10C-2 Front Court 10C-3 Parking Space
10D	3 Bedroom Unit Approx. 1,646 sq. ft.	10D-1 Rear Patio 10D-2 Front Court 10D-3 Parking Space
11A	2 Bedroom Unit Approx. 1,462 sq. ft.	11A-1 Rear Patio 11A-2 Parking; Front Court
11B	2 Bedroom Unit Approx. 1,462 sq. ft.	11B-1 Rear Patio 11B-2 Parking; Front Court
11C	3 Bedroom Unit Approx. 1,646 sq. ft.	11C-1 Rear Patio 11C-2 Parking; Front Court
11D	3 Bedroom Unit Approx. 1,646 sq. ft.	11D-1 Rear Patio 11D-2 Parking; Front Court
12A	2 Bedroom Unit Approx. 1,462 sq. ft.	12A-1 Rear Patio 12A-2 Front Court 12A-3 Parking Space
12B	2 Bedroom Unit Approx. 1,462 sq. ft.	12B-1 Rear Patio 12B-2 Front Court 12B-3 Parking Space
12C	3 Bedroom Unit Approx. 1,646 sq. ft.	12C-1 Rear Patio 12C-2 Front Court 12C-3 Parking Space
12D	3 Bedroom Unit Approx. 1,646 sq. ft.	12D-1 Rear Patio 12D-2 Front Court 12D-3 Parking Space
13A	2 Bedroom Unit Approx. 1,462 sq. ft.	13A-1 Rear Patio 13A-2 Front Court 13A-3 Parking Space
13B	2 Bedroom Unit Approx. 1,462 sq. ft.	13B-1 Rear Patio 13B-2 Front Court 13B-3 Parking Space
13C	3 Bedroom Unit Approx. 1,646 sq. ft.	13C-1 Rear Patio 13C-2 Front Court 13C-3 Parking Space
13D	3 Bedroom Unit Approx. 1,646 sq. ft.	13D-1 Rear Patio 13D-2 Front Court 13D-3 Parking Space
14A	2 Bedroom Unit Approx. 1,462 sq. ft.	14A-1 Rear Patio 14A-2 Parking; Front Court

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EXHIBIT B

BY-LAWS

OF

THE WESTMONT CONDOMINIUM PROPERTY REGIME, INC.

ARTICLE I.

Section 1. The following are the By-Laws of the Westmont Condominium Property Regime, Inc., a Nebraska non-profit corporation, whose registered agent is David J. Cullan, and its registered office is located at 10010 Regency Circle, Omaha, Douglas County, Nebraska. The following By-Laws are also the By-Laws of the Westmont Condominium Property Regime.

Section 2. Members. The Corporation has been established to provide a means of management for the Westmont Condominium Property Regime in Sarpy County, Nebraska. Membership in the Corporation is automatically granted and restricted to record owners, including contract sellers, of units in the Condominium Regime, subject to the restrictions of Article V, Section 9(c).

Section 3. Unit Ownership. The property described as Lots One (1) and Two (2) of Block Seven (7); Lots One (1), Two (2), Five (5) and Six (6) of Block Eight (8); and Lot One (1) of Replat Lot One (1) of Block Nine (9) all in Westmont, a subdivision of Sarpy County, Nebraska, has been submitted to the provisions of Section 76-801 through 824, Reissue, Revised Statutes of Nebraska, as amended, effective July 12, 1974 (hereinafter known as "The Condominium Act") by the Amended and Revised Master Deed and Declaration (hereinafter "Master Deed") recorded simultaneously herewith in the office of the Register of Deeds of Sarpy County, Nebraska, and which condominium shall hereinafter be referred to as "The Westmont Condominium Property Regime" (hereinafter called the "Condominium").

Section 4. Applicability of By-Laws. The provisions of these By-Laws are applicable to the property of the Condominium and the use and occupancy thereof. The term "Property" as used herein shall include the land, the buildings and all other improvements thereon (including the condominium units, the general common areas and facilities, and the limited common areas and facilities), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of The Condominium Act.

Section 5. Application. All present and future owners, mortgagees, lessees and occupants of condominium units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Master Deed and the Rules and Regulations.

Section 6. Office. The office of the Condominium and of the Corporation shall be located at Suite 220 U.S. National Bank-Regency, 10010 Regency Circle, Omaha, Nebraska, or such other place as may be selected by the Board of Directors.

ARTICLE II.

Unit Owners

Section 1. Annual Meeting. The annual meeting of the unit owners shall be held on the second Tuesday in May of each year, beginning with the year 1978, at the hour of 7:00 o'clock, p.m., for the purpose of electing a Board of Directors and for the transaction of such other business as may come before the meeting.

Section 2. Annual Budget Meeting. The annual budget meeting of the unit owners shall be held on the second Tuesday in January of each year, beginning with the year 1978, at the hour of 7:00 o'clock, p.m., for the purpose of adopting a budget for the operation of the condominium regime for the coming year, and determine the total amount of common charges payable by the unit owners.

Section 3. Place of Meetings. Meetings of the unit owners shall be held at the registered office of the Corporation or at such other suitable place convenient to the unit owners as may be designated by the Board of Directors.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by not less than 25% of the unit owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver a written notice of each annual or special meeting of the unit owners at least seven but not more than thirty days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each unit owner of record, at their unit address or at such other address as such unit owner shall have designated by notice in writing to the Secretary. The mailing or delivery of a notice of meeting in the manner provided by this Section shall be considered service of notice.

Section 6. Adjournment of Meetings. If any meeting of the unit owners cannot be held because a quorum has not attended, a majority of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the unit owners shall be as follows:

(c) Reading of minutes of preceding meeting.

(d) Reports of officers.

(e) Reports of Board of Directors.

(f) Reports of committees.

(g) Election of inspectors of election (when so required).

(h) Election of members of the Board of Directors (when so required).

(i) Unfinished business.

(j) New business.

Section 8. Title to Units. Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

Section 9. Voting. The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the vote appurtenant to such unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. If the Board of Directors, or its designee, shall hold title to one or more units, it shall be entitled to cast one vote at all meetings of the unit owners for each such unit. The Fiduciary shall be the voting member with respect to any unit owned in a fiduciary capacity.

Section 10. Majority of Unit Owners. As used in these By-Laws, the term "Majority of unit owners" shall mean more than 50 percent of all unit owners present in person or by proxy and voting at any meeting of the unit owners determined in accordance with the provisions of Section 8 of this Article II.

Section 11. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of one-third (1/3) of the unit owners shall constitute a quorum at all meetings of the unit owners.

Section 12. Majority Vote. The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where in the Master Deed or these By-Laws a higher percentage vote is required.

Section 13. Waiver of Notice. Any unit owner may, at any time, waive notice of any meeting of the unit owners in writing, and such waiver shall be deemed equivalent to the giving of such notice

ARTICLE III.

Board of Directors

Section 1. Number and Qualification. The affairs of the Corporation and the Condominium shall be governed by a Board of Directors. Until their successors shall have been elected by the unit owners, the Board of Directors shall consist of the combined Board of Directors of Westmont Townhouses Associations Nos. 1 and 2. Thereafter, the Board of Directors shall be composed of not less than 5 nor more than 9 persons, all of whom shall be owners of units.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and the Condominium, and may do all such acts and things except as by law or by the Master Deed or by these By-Laws may not be delegated to the Board of Directors by the unit owners. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the common areas, limited common areas, and facilities.

(b) Collection and disbursement of the common charges and assessments from unit owners.

(c) Employment and dismissal of the personnel necessary for the maintenance and operation of the common areas, limited common areas, and facilities.

(d) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property.

(e) Opening of bank accounts on behalf of the Corporation and designating the signatories required therefor.

(f) Obtaining of insurance for the Property, including the units pursuant to the provisions of Article V, Section 2 hereof.

(g) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the property in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

(h) Enforcement of the provisions of the Master Deed, these By-Laws, and the Rules and Regulations.

(i) Any additions, alterations or improvements costing $1,000.00 or less may be made by the Board of Directors without approval of the unit owners and the cost thereof shall be paid out of the common

Section 4. Election and Term of Office. At the first annual meeting of the unit owners, the members of the Board of Directors shall be elected to serve terms of one year. Each director shall be elected by the vote of a majority of unit owners, as hereinafter defined in Section 10 of Article II. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the unit owners.

Section 5. Removal of Members of the Board of Directors. At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any members of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the unit owners, shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the unit owners.

Section 7. Annual Meeting. The annual meeting of the members of the Board of Directors shall be held immediately following the annual meeting of the unit owners, at such time and place as shall be fixed by the unit owners at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President upon five (5) business days' notice mailed to or delivered to each member of the Board of Directors at their unit address or at such other address as such member of the Board of Directors shall have designated by notice in writing to the Secretary. The notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and like notice on the written request of at least three (3) members of the Board of Directors.

Section 9. Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the

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Section 10. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjournment at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 11. Fidelity Bonds. The Board of Directors shall obtain adequate fidelity bonds for all officers and employees of the Corporation handling or responsible for Corporation funds. The premiums on such bonds shall constitute a common expense.

Section 12. Compensation. No members of the Board of Directors shall receive any compensation from the Corporation for acting as such.

Section 13. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Property. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Property shall provide that the members of the Board of Directors or the managing agent, or the manager, as the case may be, are acting only as agents for the Corporation and shall have no personal liability thereunder.

ARTICLE IV.

Officers

Section 1. Designation. The principal officers of the Corporation shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Secretary, an Assistant Treasurer, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Board of Directors.

Section 2. Election of Officers. The officers of the Corporation shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors, and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any annual meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 6. Secretary. The Secretary shall take the minutes of all meetings of the unit owners and of the Board of Directors, and shall keep the same at the principal office of the Corporation unless otherwise instructed by the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of secretary of a non-profit corporation organized under the laws of the State of Nebraska.

Section 7. Treasurer. The Treasurer shall have the responsibility for Corporation funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the depository of all monies and other valuable effects in the name of the Board of Directors, or the managing agent, in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of treasurer of a non-profit corporation organized under the laws of the State of Nebraska.

Section 8. Agreements, Contracts, Checks, etc. All agreements, contracts, checks and other instruments of the Corporation shall be executed by the two officers of the Corporation or by such other person or persons as may be designated by the Board of Directors.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Corporation for acting as such.

ARTICLE V.

Operation of the Property

Section 1. Determination of Common Expenses, Fixing of Common Charges and Assessments for Insurance Premiums and Water and Sewer Use Fees. The Board of Directors shall prepare a proposed budget and suggest an amount to be assessed as common charges for the consideration of the unit owners at the annual budget meeting and any such special meetings as may be called for such purpose. A yearly budget for the condominium property regime shall be adopted by the vote of a majority of unit owners present in person or by proxy at the annual budget meeting or such special meetings called for such purpose, at which a quorum shall be present. Based on the budget so adopted, the unit owners shall determine the total amount of common charges payable by the unit owners to meet the expenses of the condominium property regime. Such common charges shall constitute a common expense and shall be allocated and assessed equally among the unit owners by the Board of Directors. The common charges shall include, among other things, such amounts as deemed necessary

The Board of Directors shall from time to time also allocate and assess equally among the unit owners the cost of all insurance premiums on all policies of insurance to be or which have been obtained by the Board of Directors pursuant to the provisions of Section 2 of this Article V. The premiums on such policies shall constitute a common expense.

The Board of Directors shall from time to time allocate and assess equally among the unit owners all sums paid for water useage or for sewer use fees pursuant to the provisions of Section 17 of Article V and said sums shall constitute a common expense.

The Board of Directors shall advise all unit owners promptly in writing of the amount of common charges and assessments payable by each of them, respectively, as determined as aforesaid, and shall furnish copies of each budget, bill or schedule of fees or charges on which such common charges and assessments are based, to all unit owners and to their mortgagees.

Section 2. Insurance. The Board of Directors shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring each Building (including all of the units and the bathroom and kitchen fixtures initially installed therein, but not including any wall, ceiling, or floor decoration or coverings or other furniture or furnishings, fixtures or equipment installed by unit owners), together with all service machinery contained therein and covering the interest of the Condominium, the Corporation, the Board of Directors and all unit owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the Building, without deduction for depreciation; each of said policies shall contain a standard mortgagee clause in favor of each mortgagee of a unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Directors hereinafter set forth; (2) workmen's compensation insurance; and (3) such other insurance as the Board of Directors may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Directors and that the net proceeds thereof shall be payable to the Board of Directors.

All policies of physical damage insurance shall to the extent obtainable contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice of all of the insureds, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least ten (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain a qualified appraisal of the full replacement value of the Building, including all of the units and all of the common areas and facilities therein, without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner.

Section 3. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the Building(s) as a result of fire or other casualty (unless 66 2/3% or more of the Building(s) are destroyed or substantially damaged and 75% or more of the unit owners determine in accordance with the Master Deed not to proceed with the repair or restoration), the Board of Directors shall arrange for the prompt repair or restoration of the Building(s) (including any damaged units, and any kitchen or bathroom fixtures initially installed therein, but not including any wall, ceiling, or floor decorations or coverings or other furniture or furnishings, fixtures or equipment installed by unit owners in the units), and the Board of Directors shall disburse the proceeds of all insurance policies to the contractors engaged in such repair or restoration in appropriate progress payments. Any cost of such repair or restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess all the unit owners for such deficit as part of the common charges.

If 66 2/3% or more of the Building(s) are destroyed or substantially damaged and if within one hundred twenty (120) days of the date of such destruction or damage 75% or more of the unit owners determine not to proceed with repair and restoration, the Property shall be subject to an action for partition at the suit of any unit owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Directors among all the unit owners in proportion to their respective common interest, after first paying out of the share of each unit owner the amount of any unpaid liens on his unit, in the order of priority of such liens.

Section 4. Payment of Common Charges and Assessments. All unit owners shall be obligated to pay to the Treasurer the common expenses (common charges and other sums assessed by the Board of Directors pursuant to the provisions of these By-Laws), at such time or times as the Board of Directors shall determine.

No unit owner shall be liable for the payment of any part of the common charges or other sums assessed against his unit subsequent to a sale, transfer or other conveyance by him of such unit, together with the Appurtenant Interests, as defined in Section 1 of Article VII hereof. In addition, any unit owner may, subject to the terms and conditions specified in these By-Laws, and subject to acceptance by the Board of Directors, provided that his unit is free and clear of liens and encumbrances other than a permissible first mortgage and the statutory lien for unpaid common charges and assessments, convey his unit, together with the "Appurtenant Interests" to the Corporation, or its designee, corporate or otherwise, on behalf of all other unit owners. A purchaser of a unit shall be liable for the payment

Section 5. Collection of Assessments. The Board of Directors shall take prompt action to collect common charges and assessments due from any unit owner which remain unpaid for more than 30 days from the date due for payment thereof.

Section 6. Default in Payment of Common Charges and Assessments. In the event of default by any unit owner in paying to the Board of Directors the common charges or assessments determined by the Board of Directors, such unit owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors, in any proceeding brought to collect such unpaid common charges or assessments. All such unpaid common charges and assessments shall constitute a lien on such unit prior to all other liens except those specified in Section 76-817 of the Condominium Act. The Board of Directors shall have the right and duty to attempt to recover such common charges and assessments together with interest thereon, and the expenses of the proceeding, including attorney fees, in an action to recover the same brought against such unit owner, or by foreclosure of the lien on such unit granted by Section 76-817 of the Condominium Act.

Section 7. Foreclosure of Liens for Unpaid Common Charges and Assessments. In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common charges or assessments, the unit owner shall be required to pay a reasonable rental for the use of his unit, and the Plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Directors, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale, and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges or assessments shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. Statement of Common Charges. The Board of Directors shall promptly provide any unit owner so requesting the same in writing, with a written statement of all unpaid common charges or assessments due from such unit owner.

Section 9. Abatement and Enjoining of Violations by Unit Owners. The violation of any rule or regulation adopted by the Board of Directors or the breach of any of these By-Laws contained herein, or the breach of any provisions of the Master Deed, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter into the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, or (c) to deny partially or wholly access to, benefit from, or use of all or any unit facilities, functions, or services, or suspend, partly or wholly of all or any rights or privileges of

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Section 10. Maintenance and Repair.

(a) Subject to the terms of the Master Deed, all maintenance of and repairs to any unit, structural or non-structural, ordinary or extraordinary (other than maintenance of and repairs to any common area, limited common area, and facilities contained therein, except as provided in Section 10(c) hereof, and not necessitated by the negligence, misuse or neglect of the owner of such unit) shall be made by the owner of such unit. Each unit owner shall be responsible for all damage to any and all other units and/or to the common areas and facilities, that his failure so to do may engender.

(b) All maintenance, including lawn maintenance and snow removal, repairs and replacements to the common areas and facilities, and to the limited common areas and facilities, whether located inside or outside of the units, shall be made by the Association and be charged to all the unit owners as a common expense, unless such maintenance, repair, or replacement is necessitated by the negligence, misuse or neglect of a unit owner, in which case, such expense shall be charged to such unit owner.

(c) All unit owners shall have the right to make improvements in the limited common areas pertaining to their unit at their sole cost and expense. The maintenance and repair of said improvements shall be at the unit owner's expense. In the event said improvements are not kept in good repair, the Board of Directors may cause such repairs to be made as are necessary, and charge same to the unit owner. Any such charges shall become a lien on said unit, and be subject to the provisions of Article V, Section 6 hereof.

Section 11. Restriction on Use of Units. In order to provide for congenial occupance of the Property and for the protection of the value of the units, the use of the property shall be restricted to and shall be in accordance with the following provisions:

(a) The units shall be used for residences only by the owner or owners thereof, their families, guests, invitees, lessees, and licensees.

(b) The common areas and facilities, including the limited common areas and facilities, shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the units.

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

Section 12. Additions, Alterations or Improvements by Unit Owners. No unit owner shall make any structural addition, alteration or improvement in or to his unit, or the limited common areas pertaining thereto, including any exterior painting or exterior alteration or addition (including awnings, grills, etc.) without the prior written consent thereto of the Board of Directors. The Board of Directors shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such owner's unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Board of Directors only, without, however, incurring any liability on the part of the Board of Directors or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

Section 13. Right of Access. A unit owner shall grant a right of access to his unit to the manager and/or managing agent and/or any other person authorized by the Board of Directors, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his unit and threatening another unit or a common area or facility, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common areas or facilities in his unit or elsewhere in the Building, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner. In case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

Section 14. Rules of Conduct. Rules and regulations concerning the use of the units and the common areas and facilities, including the limited common areas and facilities, may be promulgated and amended by the Board of Directors with the approval of a majority of the unit owners. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Directors with the approval of a majority of the unit owners, are annexed hereto and made a part hereof.

Section 15. Gas. Gas shall be supplied by the public utility company serving the area directly to each unit through a separate meter and each unit owner shall be required to pay the bills for gas consumed or used in his unit. The gas serving the common areas and facilities shall be separately metered, and the Board of Directors shall pay all bills for gas consumed in such portions of the common areas and facilities as a common expense.

Section 17. Water and Sewer. Water shall be supplied by Sanitary and Improvement District No. 23 of Sarpy County, Nebraska, or their successor, to a meter serving Units A and B of each building and to a meter serving Units C and D of each building. Payment for water usage and sewer use fees will be included as a part of the monthly assessments due from each unit owner. Water as needed for use in the common areas may be drawn from outside spigots of any building.

Section 18. Common Expense Defined. As used in these By-Laws, unless the context otherwise requires and without limitation of the definition set forth in Section 76-802 of the Condominium Act, common expense shall mean and include all common charges and other sums assessed by the Board of Directors pursuant to the terms of these By-Laws.

ARTICLE VI.

Mortgages

Section 1. Notice of Board of Directors. A unit owner who mortgages his unit, shall notify the Board of Directors of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Directors. The Board of Directors shall maintain such information in a book entitled "Mortgages of Units."

Section 2. Notice of Unpaid Common Charges. The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges or assessments due from or any other default by the owner of the mortgaged unit.

Section 3. Notice of Default. The Board of Directors, when giving notice to a unit owner of a default in paying common charges or assessments, or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Directors.

Section 4. Examination of Books. Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Corporation and Condominium at reasonable times, on business days, but not more often than once a month.

ARTICLE VII.

Sales and Mortgages of Units

Section 1. No Severance of Ownership. No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. For the purpose of these By-Laws, the "Appurtenant Interests" shall mean, collectively, (i) the unit owner's undivided interest in the common areas, limited common areas, and facilities appurtenant to such unit; (ii) the

153 - 378 Bc

Section 2. Payment of Assessments. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate or sell his unit unless and until he shall have paid in full to the Board of Directors all unpaid common charges or other assessments theretofore assessed by the Board of Directors against his unit and until he shall have satisfied all unpaid liens against such unit, except permitted mortgages. Notwithstanding the foregoing, a unit owner may convey or sell his unit, subject to all other provisions of these By-Laws, to a purchaser who in writing assumes all unpaid common charges and assessments and who agrees to take such unit subject to all unpaid liens against same.

ARTICLE VIII.

Condemnation

Section 1. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the common areas and facilities, the award made for such taking shall be payable to the Board of Directors. If 75 percent or more of the unit owners duly and promptly approve the repair and restoration of such common areas and facilities, the Board of Directors shall arrange for the repair and restoration of such common areas and facilities, and the Board of Directors shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that 75 percent or more of the unit owners do not duly and promptly approve the repair and restoration of such common areas and facilities, the Board of Directors shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Article V of these By-Laws.

ARTICLE IX.

Records

Section 1. Records and Audits. The Board of Directors or the managing agent shall keep detailed records of the actions of the Board of Directors and the managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of unit owners, and financial records and books of account of the Corporation and the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges and other assessments against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Corporation and Condominium shall be rendered by the Board of Directors to all unit owners at least semi-annually. In addition, an annual report of the receipts and expenditures of the Corporation and Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Directors to all unit owners and to all mortgagees of

ARTICLE X.

Miscellaneous

Section 1. Notices. All notices hereunder shall be sent by registered or certified mail to the Board of Directors c/o the Managing Agent, or if there is no Managing Agent, to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time. All notices to any unit owner shall be mailed or delivered to the unit or to such other address as may have been designated by him from time to time, in writing to the Board of Directors. All notices to mortgagees of units, shall be mailed or delivered to their respective addresses, as designated by them from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restrictions, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XI.

Termination of Condominium Regime

Section 1. The unit owners shall have the right to terminate the Condominium Regime by the vote of three-fourths (3/4) of the unit owners taken at a regular or special meeting of the membership. The rights of the unit owners in this regard are subject to the provisions of The Condominium Act.

ARTICLE XII.

Amendments to the By-Laws

Section 1. Amendments to By-Laws. Except as otherwise provided herein, the By-Laws may be modified or amended by the vote of 2/3

152 - 37P4 Be

ARTICLE XIII.

Execution of Instruments and Seal

Section 1. Execution of Instruments. All instruments of the Corporation shall be executed under the seal by such officer or officers as the Board of Directors may designate, or as may be otherwise authorized.

Section 2. Seal. The seal of the Corporation shall bear the words "Condominium Seal, The Westmont Condominium Property Regime, Inc."

ARTICLE XIV.

Conflicts

Section 1. Conflicts. These By-Laws are set forth to comply with the provisions of The Condominium Act. In case any of these By-Laws conflict with the provisions of said statute or of the Master Deed, the provisions of said statute or the Master Deed, as the case may be, shall control.

152-37424

EXHIBIT C

RULES AND REGULATIONS

OF

THE WESTMONT CONDOMINIUM PROPERTY REGIME

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

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

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

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

5. No dogs, cats, birds or other pets shall be kept in the units, or on the property, without the written permission of the Board of Directors; provided that they are not kept, bred or maintained for any commercial purposes, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property within three days written notice by the Board of Directors.

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

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

152-3781 By

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

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

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

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

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

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

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

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

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

18. The agents of the Board of Directors or the managing agent, and any contractor or workman authorized by the Board of Directors

152-3784 Bh

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

20. If any key or keys are entrusted by a unit owner or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Directors or of the managing agent, whether for such unit owner's apartment unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such unit owner, and neither the Board of Directors nor the managing agent nor the manager shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

21. The Board of Directors, or its designated agent, may retain a pass key to each unit. No unit owner shall alter any lock or install a new lock on any door of a unit without the written consent of the Board of Directors. In case such consent is given, the unit owner shall provide the Board of Directors, or its agent, with an additional key pursuant to its right of access to the unit.

22. Draperies or curtains must be installed by each unit owner on all windows of his or her unit and must be maintained in said windows at all times.

23. No occupant of the building shall utilize any employee of the Corporation or the managing agent for any private business.

24. Complaints regarding the operation of the Corporation or service of the buildings, grounds, etc., shall be made in writing to the Board of Directors or to the managing agent or to the manager.

53-82

REVISIONS - BY-LAWS

BY-LAWS _ Revision #1 - January 8, 1980

ARTICLE V - WATER AND SEWER

Section 17. Water shall be supplied by Sanitary and Improvement District No. 23 of Sarpy County, Nebraska, or their successor to all 48 units. Payment for water usage and sewer use fee will be paid by each unit owner directly to the sanitary and improvement district. Water as needed for use in the common areas may be drawn from outside spigots of any building.

FILED FOR RECORD 2-14-80 AT 8:30 A M. IN BOOK 53 OF Misc Rec .25 copy 15.00
PAGE 82 Carl L. [illegible] [illegible] SARPY COUNTY, NEB.

92-28011

EXHIBIT B-1

Amendment to By-Laws
of
Westmont Condominium Property Regime, Inc.

The By-Laws of the Westmont Condominium Property Regime, Inc. as recorded in the office of the Registrar of Deeds of Sarpy County, Nebraska, are amended as follows:

ARTICLE V.

Operation of the Property

Section 11. Restriction on Use of Units. In order to provide for congenial occupance of the Property and for the protection of the value of the units, the use of the property shall be restricted to and shall be in accordance with the following provisions:

a) The units shall be used for residences only by the owner or owners thereof, their families, guests, invitees, and licensees. The use of the residences by lessees shall be as set forth herein.

b) The common area and facilities, including the limited common areas and facilities, shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the units.

c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

d) No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning laws and regulations of all governmental agency having jurisdiction thereof, relating to any portion of the Property shall be corrected, by and at the sole

92-28011A

e) That members taking title to a unit or property subject to the Master Deed and By-Laws of Westmont Condominium Property Regime, Inc. subsequent to the execution and acknowledgment of this amendment by the President of the corporation as attested by the Secretary of the corporation and subsequent to the recording of such amendment in the office of the Registrar of Deeds of Sarpy County, Nebraska, are prohibited from leasing or entering into any written or oral lease of said unit or property to which they have taken title.

This Amendment date this 3 day of November, 1992.

Joan Rowell
President
Westmont Condominium Property Regime, Inc.

I, the undersigned, do hereby certify that I am the duly elected and acting secretary of Westmont Condominium Property Regime, Inc. and that the foregoing amendment to the By-Laws, compromising two (2) pages, including this page, constitute the amendment to the By-Laws of said corporation as duly adopted at a meeting of the Board of Directors thereof duly held on the 3rd day of November, 1992.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the corporation this 3rd day of November, 1992.

Mary L. Dowden
Secretary
Westmont Condominium Property Regime, Inc.

GENERAL NOTARY-State of Nebraska
SHERLAH KENNEDY
My Comm. Exp. Feb. 4, 1996

Sherlah Kennedy

Proof
D.E.
Verify
Filmed

FILED
INSTRUMENT NUMBER
92-028011
92 DEC 17 PM 1:15

92- 28011 B

EXHIBIT "A"

WESTMONT CONDOMINIUM PROPERTY REGIME

Parcels 1, 2 and 4:

Units 3A, 3B, 3C, 3D, 4A, 4B, 4C, 4D, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6D, 7A, 7B, 7C, 7D, 8A, 8B, 8C, 8D, 9A, 9B, 9C, 9D, 10A, 10B, 10C, 10D, 11A, 11B, 11C, 11D, 12A, 12B, 12C, 12D, 13A, 13B, 13C, 13D, 14A, 14B, 14C, 14D, 15A, 15B, 15C, 15D, 16A, 16B, 16C, 16D, 17A, 17B, 17C, 17D, 18A, 18B, 18C and 18D

Parcel 3:

Lot 1 of Replat Lot 1, Block 9 in Westmont

Parcel 5:

Lots 8, 9, 10, 11, 12 and 13, Block 7, in Westmont

ALL IN SARPY COUNTY, NEBRASKA

95-03581

Courier W C
Verify M
D.E. J
Proof J
Film J
Mail
Fee # 4550
Cash X Chg ☐

25¢ stamped copy

EXHIBIT B-2

AMENDMENT TO BY-LAWS
OF
WESTMONT CONDOMINIUM PROPERTY REGIME, INC.

The By-Laws of the Westmont Condominium Property Regime, Inc., as recorded in the office of the Registrar of Deeds of Sarpy County, Nebraska, are amended as follows:

ARTICLE II

Unit Owners

Section 1. Annual Meeting. The annual meeting of the unit owners shall be held once each year, on a date and time to be announced at least seven but not more than twenty-one days prior to the meeting, for the purpose of electing a Board of Directors and for the transaction of such other business as may come before the meeting.

Section 2. Annual Budget Meeting. The annual budget meeting of the unit owners shall be held once each year, on a date and time to be announced at least seven but not more than twenty-one days prior to the meeting, for the purpose of adopting a budget for the operation of the condominium regime for the coming year, and determining the total amount of common charges payable by the unit owners.

This Amendment date this 10th day of MARCH, 1995.

FILED SARPY CO. NE
INSTRUMENT NUMBER
95-03581
95 MAR 22 PM 2:58
Flora J. Hawkins
REGISTER OF DEEDS

Marjorie M. Anderson
Marjorie M. Anderson, president
Westmont Condominium Property
Regime, Inc.

I, the undersigned, do hereby certify that I am the duly elected and acting secretary of the Westmont Condominium Property Regime, Inc. and that the foregoing amendment to the By-Laws, compromising two (2) pages, including this page, constitute the amendment to the By-Laws of said corporation

95-03581A

as duly adopted at a meeting of the Board of Directors thereof duly held on the 10th day of MARCH, 1995.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the corporation this 10th day of MARCH, 1995.

Mary L. Doeden

Mary L. Doeden, secretary
Westmont Condominium Property
Regime, Inc.

Westmont Condominium Property Regime
Parcels 1, 2 and 4.

Units 3A, 3B, 3C 3D, 4A, 4B, 4C, 4D, 5A 5B 5C, 5D, 6A, 6B, 6C, 6D, 7A, 7B, 7C, 7D, 8A, 8B, 8C, 8D, 9A, 9B, 9C, 9D, 10A, 10B, 10C, 10D, 11A, 11B, 11C 11D, 12A, 12B, 12C, 12D, 13A, 13B, 13C, 13D, 14A, 14B, 14C, 14D, 15A, 15B 15C, 15D, 16A, 16B, 16C, 16D, 17A 17B 17C, 17D, 18A, 18B, 18C, 18D

PARCEL #3

LOT 1 OF REPLAT LOT 1, BLOCK 9 IN WESTMONT

PARCEL 5

LOTS 8, 9, 10, 11, 12 AND 13, BLOCK 7, IN WESTMONT

ALL IN SARPY COUNTY, NEBRASKA

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2006-15968

2006 MAY 15 A 11:17

REGISTER OF DEEDS

COUNTER P C.E. AM
VERIFY MM D.E. AM
PROOF
FEES $ 50.50
CHECK# 3829
CHG CASH
REFUND CREDIT
SHORT NCR 1.00

AMENDMENTS TO THE BY-LAWS OF
WESTMONT CONDOMINIUM PROPERTY REGIME., INC.

The By-Laws of the Westmont Condominium Property Regime, Inc., as recorded in the Office of the Register of Deeds of Sarpy County, Nebraska, are amended as follows:

ARTICLE I
SECTION 1

The following are the By-Laws of the Westmont Condominium Property Regime, Inc., a Nebraska non-profit, corporation, whose registered agent is Steffi A. Swanson, and its registered office is located at 1308 Galvin Road South, Bellevue, Nebraska 68005, Sarpy County, Nebraska.

ARTICLE I
SECTION 6

The office of the Condominium and of the Corporation shall be located at 13232 Glenn Street, Omaha, Nebraska.

ARTICLE V
SECTION 2

The Board of Directors shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring each Building (including all of the units, but not including any wall, ceiling, or floor decorations or coverings including drywall or other furniture or furnishings, fixtures, or equipment whether installed by unit owners or not), together with all service machinery contained therein and covering the interest of the Condominium, the Corporation, the Board of Directors and all unit owners and their mortgagee, as their interest may appear, in the amount equal to the full replacement value of the Building, without deduction for depreciation; each of said policies shall contain a standard mortgagee clause in favor of each mortgagee of a unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however , to the loss payment provisions in favor of the Board of Directors hereinafter set forth; (2) workmen's compensation insurance; and (3) such other insurance as the Borad of Directors may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Directors and that the net proceeds thereof shall be payable to the Board of Directors.

All policies of physical damage insurance shall to the extent obtainable contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any actions of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice of all the insured, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgages of units at least ten (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain a qualified appraisal of the full replacement value of the Building, including all of the units and all of the common areas and facilities therein, without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

The Board of Directors shall also be required to obtain and maintain to the extent obtainable, public liability insurance in such limits as the Board of Directors may, from time to time, determine

RTR Westmont Condominium Association
ATTN: Pearl Meyer
13225 Carpenter Street
Omaha 68138-4366

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covering each member of the Board of Directors, the managing agent, the manager and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once a year. Such public liability insurance shall be in an amount not less that $1.0000,000.00 for claims for bodily injury, and for property damage.

Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carriers by any unit owner.

ARTICLE V
SECTION 3

In the event of damage to or destruction of the Building(s) as a result of fire or other casualty (unless 66 2/3% or more of the Building(s) are destroyed or substantially damaged and 75% or more of the unit owners determine in accordance with the Master Deed not to proceed with the repair or restoration). The Board of Directors shall arrange for the prompt repair or restoration of the Building(s) (including any damaged unit, but not including any wall, ceiling, or floor decorations or coverings, including drywall or other furniture or furnishings, fixtures or equipment installed by unit owners in the units), and the Board of Directors shall disburse the proceeds of all insurance policies to the contractors engaged in such repair or restoration in appropriate progress payments. Any cost of such repair or restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess all the unit owners for such deficit as part of the common charges.

If 66 2/3% or more of the Building(s) are destroyed or substantially damaged and if within one hundred twenty (120) days of the date of such destruction or damage 75% or more of the unit owners determine not to proceed with repair and restoration, the Property shall be subject to an action for partition at the suit of any unit owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Directors among all the unit owners in proportion to their respective common interest, after first paying out of the share of each unit owner the amount of any unpaid liens on his unit, in the order of priority of such liens.

ARTICLE V
SECTION 11

Restriction on Use of Units. In order to provide for congenial occupance of the property and for the protection of the value of units, the use of the property shall be restricted to and shall be in accordance with the following provisions:

(a) The units shall be used for single family residences only by the owner or owners thereof. The use of the residences by lessees shall be set forth in Article V, Section 11 (e).

(b) The common area facilities, including the limited common area and facilities, shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the units.

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source fo annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(d) No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning laws and regulations of all governmental agencies having jurisdiction thereof, relating to any portion of the Property shall be corrected, by and at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

(e) That members taking title to a unit or property subject to the Master Deed and By –Laws of Westmont Condominium Property Regime, Inc., subsequent to the execution and acknowledgment of this amendment by the President of the corporation as attested by the Secretary of the corporation and subsequent to the recording of such amendment in the office of the Register of Deeds of Sarpy County, Nebraska, are prohibited from leasing or entering

2006-15968 B

into any written or oral lease of said unit or property to which they have taken title. (Amendment Date: November 3, 1992).

These Amendments are dated this 2ND day of MAY, 2006

James M Pierson
President
Westmont Condominium Property Regime, Inc.

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of Westmont Comondinium Property Regime, Inc.. and that the foregoing amendments to the By-Laws; comprising three pages, including this page, constitute the amendments to the By – Laws of said corporation as duly adopted at a meeting of the Board of Directors thereof duly held on the 2nd day of May, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the corporation this 2nd day of May, 2006.

Alice Joan Howard
Secretary
Westmont Condominium Property Regime, Inc.

EXHIBIT "A"
WESTMONT CONDOMINIUM PROPERTY REGIME

Parcels 1, 2, and 4:

Units 3A, ~~3B, 3C, 3D,~~ 4A, 4B, ~~4C, 4D, 5A, 5B, 5C, 5D,~~ 6A, 6B, ~~6C, 6D,~~ 7A, ~~7B, 7C, 7D,~~ 8A, 8B, 8C, 8D, 9A, 9B, 9C, 9D, 10A, 10B, 10C, 10D, 11A, 11B, 11C, 11D, 12A, 12B, 12C, 12D, 13A, 13B, 13C, 13D, 14A, 14B, 14C, 14D, 15A, 15B, 15C, 15D, 16A, 16B, 16C, 16D, 17A, 17B, 17C, 17D, 18A, 18B, 18C, and 18D

Parcel 3:

* Lot 1 Lot of Replat Lot 1, Block 9 in Westmont

Parcel 5:

Lots 8, 9, 10, 11, 12, and 13, Block 7, in Westmont

ALL IN SARPY COUNTY, NEBRASKA

RECORDER NOTE + Entered in Westmont Replat Lt 1 Block 9