

1531-116

MASTER DEED AND DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE ATRIUM CONDOMINIUM PROPERTY REGIME

THIS MASTER DEED AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ATRIUM CONDOMINIUM PROPERTY REGIME (hereinafter referred to as the "Master Deed") is made this 13th day of January, 1982, by Atrium Associates, a Nebraska general partnership (hereinafter referred to as the "Developer"), for itself, its successors, grantees and assigns.

W I T N E S S E T H:

SECTION 1.
DECLARATIONS

A. Declaration of Condominium Regime. Developer declares that from and after the date set forth above, the property described in SECTION 3, and all present and future improvements and fixtures of every kind constructed, attached or placed thereon, (hereinafter referred to as the "Property") shall be submitted to a condominium regime as provided by Section 76-801 through 76-824 R.R.S. Nebraska.

B. Declaration of Covenants, Etc. Developer further declares that the Property and each Apartment (as defined in SECTION 4) shall be held, leased, transferred, sold, conveyed, encumbered and occupied subject to the covenants, conditions and restrictions contained herein which shall be deemed to run with the land and bind all Co-owners, tenants and other persons or entities (as such terms and phrases are defined in SECTION 4) claiming any interest in any Apartment and their agents, employees, servants, invitees, licensees, heirs, successors, and assigns, including all persons or entities holding any lien upon any Apartment or acquiring any interest in any Apartment through foreclosure or the enforcement of any lien.

SECTION 2.
NAME OF CONDOMINIUM REGIME

The name of the condominium regime established by this Master Deed shall be:

THE ATRIUM CONDOMINIUM PROPERTY REGIME

Said condominium property regime shall hereinafter be referred to as the "Condominium Regime".

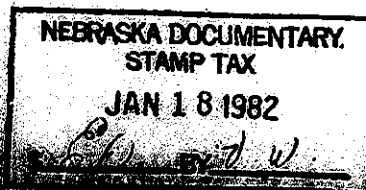
SECTION 3.
DESCRIPTION OF PROPERTY

The Property which is submitted to the Condominium Regime is described as follows:

Lots six (6) and nine (9), 114th Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

SECTION 4.
DEFINITION OF TERMS, ETC.

The following definitions shall apply to the terms used in this Master Deed and in the Plans and By-laws:



A. Apartment: The term "Apartment" shall mean an enclosed space occupying part of the building located or to be located on the Property, designed for office and professional use, with a direct entrance and exit to a thoroughfare or to a given common space leading to a thoroughfare;

B. Co-owner. The term "Co-owner" shall mean a person or entity, its heirs, successors and assigns owning an interest in an Apartment sufficient for membership in the Association described in SECTION 10. The term Co-owner shall not apply to any person or entity whose membership in such Association terminates. If more than one person or entity owns an interest in any Apartment, then the term "Co-owner" shall apply to each such person or entity jointly and severally unless otherwise expressly stated;

C. Majority of Co-owners. The phrase "majority of Co-owners" shall mean Co-owners of Apartments representing more than fifty percent (50%) of the basic value of the Condominium Regime, in accordance with the percentages set forth in SECTION 9;

D. Common Element Expenses. The phrase "common element expense" shall mean and include:

(i) All sums lawfully assessed against any Apartment and its Co-owner in accordance with this Master Deed or the By-Laws;

(ii) Expense of administration, maintenance, repair or replacement of common elements as described in SECTION 7; and

(iii) Expenses agreed upon as common element expenses by the Association of Co-owners.

E. Tenant. The term "tenant" shall mean any person or entity having a leasehold in any Apartment or claiming any other right of possession therein.

F. Person or Entity. The phrase "person or entity" shall mean any natural person, and every other legal entity of every kind capable of holding or having any interest in real property.

G. Plans. The term "Plans" shall mean the plans attached hereto as Exhibit "A" and incorporated herein by this reference.

H. By-Laws. The term "By-Laws" shall mean the By-Laws attached hereto as Exhibit "B" and incorporated herein by this reference.

I. SECTION. The term "SECTION" shall refer to sections in this Master Deed unless otherwise specified.

J. Consensual Lien. The phrase "consensual lien" shall mean a mortgage, trust deed or other interest in an Apartment which has been voluntarily given by a Co-owner to secure the future performance of any duty or obligation.

(K) Common Elements. The phrase "common elements" shall include both limited and general common elements, as hereinafter defined.

(L) Basic Value. The phrase "basic value" shall mean the basic value of each Apartment as shown in Section 9.

The phrase "total basic value" shall mean the total basic value of the Condominium as shown in SECTION 9.

SECTION 5. DESCRIPTION OF REGIME

The Condominium Regime shall consist of the Property, building with one story, parking areas, walkways, drive-ways, gardens and landscaping. The building shall contain twenty-two (22) Apartments as well as common elements and shall have a total area of twenty-eight thousand nine hundred twenty-eight (28,928) square feet. The total land area in the Condominium Regime shall be eighty-nine thousand eight hundred eighty-one and twenty-eight one-hundredths (89,861.28) square feet. The building and other improvements together with their area and location on the Property are more particularly described in the Plans.

SECTION 6. APARTMENT AND APARTMENT DIMENSIONS

Apartments in the Condominium Regime are specifically described, and shown in relation to one another and the common elements, in the Plans. Each Apartment is measured horizontally from the back side of the dry wall, and the inside surface of all windows, screens and hall and exterior doors. Each Apartment is measured vertically from the top of the concrete slab constituting the floor of the Apartment, to the back side of the tile, dry wall or other ceiling surface facing into the Apartment.

SECTION 7. COMMON ELEMENTS

A. General Common Elements. General common elements consist of the following whether presently existing or at any time hereafter placed, installed or constructed on the Property:

- (i) The land described in SECTION 3;
- (ii) The foundations, girders, supports, beams, roof and concrete floor;
- (iii) All exterior walls of the building outside the backside of the dry wall, screens, windows, and exterior and hall doors facing into the Apartments at their boundaries;
- (iv) All hallways, corridors, janitor's rooms, mechanical rooms, restroom facilities, foyers, entrances, exits and other types of mechanical rooms;
- (v) All areas, studs, fasteners, apparatus, wires, pipes, cables, public utility lines, conduits and other improvements of every kind located between each Apartment and any exterior building surface, hallway, corridor, janitor's room, mechanical room, restroom facility, foyer, entrance, exit and other mechanical areas and apparatus; and between the top of the roof surface and the back side of the ceiling tile, drywall or other ceiling surface facing into the Apartment.
- (vi) The yard and garden areas, landscaping, driveways and driving lanes, driveways, walkways, and other improvements on the Property and improvements located in the interior of any

(vii) All central or appurtenant installations for power, light, telephone, gas, hot and cold water, heat, refrigeration, air conditioning, television, mechanical rooms, and other mechanical equipment and mechanical equipment areas, and similar services including without limitation all pipes, wires, cables, ducts, lines and other conduits used in connection therewith, whether located in the common area or in an Apartment except to the extent that they may constitute limited common elements as described in SUBSECTION B. hereof;

(viii) All tanks, pumps, motors, fans, compressors, controls, control equipment, and other mechanical devices or apparatus of every kind except to the extent that they may constitute limited common elements as described in SUBSECTION B hereof;

(ix) All sanitary and storm drainage pipes;

(x) All exterior water taps and power outlets;

(xi) All other parts of the Condominium Regime and all apparatus and installations existing or hereafter to exist in the building, or on the Property for common use, or which are necessary or convenient to the existence, maintenance or safety of the Condominium Regime.

B. Limited Common Elements. Limited common elements, if any, shall consist of the following, whether presently existing or at any time hereafter placed, installed or constructed on the Property:

(i) Heating units, including fans, motors, ductwork and other improvements appurtenant to such units, which provide heat exclusively to one or more (but less than all) specific, identifiable Apartments; and

(ii) Air conditioning units, including fans, motors, ductwork and other improvements appurtenant to such units, which provide cooling exclusively to only one or more (but less than all) specific, identifiable Apartments.

(iii) Areas between the drywall composing the party wall separating Apartments.

(iv) Glass doors and windows appertaining to each Apartment.

C. Share in Common Elements. The general common elements shall be for the use and enjoyment of all Co-owners. The limited common elements shall be for the exclusive use and enjoyment of those Co-owners owning Apartments served by such limited common elements. The ownership of the common elements shall remain undivided, and no Co-owner or other person shall have right to partition or division of the common elements of the Condominium Regime. Each Co-owner, its tenants, and their respective agents, employees, servants, invitees and licensees may use the general common elements, and each Co-owner of an Apartment served by a limited common element, its tenants and their respective agents, employees, servants, invitees and licensees may use such limited common element in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other Co-owners.

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...Elements Inseparable From Apartment
 ...elements appurtenant to each Apartment.
 ...character and shall not be altered with-
 ...the Co-owners of all Apartments affected.
 ...and easements set forth in this Master Deed
 ...separated from the Apartments to which they appertain
 ...be deemed to be conveyed, leased or encumbered with
 ...even though such interest or easement are not
 ...mentioned or described in the conveyance or other
 ...and even though they may be expressly reserved.

SECTION 8. REPAIR OF EXTERIOR APPURTENANT TO APARTMENT

Each Co-owner shall be responsible for the repair, maintenance and replacement of all screens, windows and door frames, hall doors, exterior doors (including glass sliding doors, if any), and storm doors which are appurtenant to said Co-owner's Apartment. If any Co-owner fails to repair, maintain, paint, finish or replace any such item as necessary to keep such item in good condition, repair and appearance, the Association described in SECTION 10 may perform such work, and enforce any Co-owner of such Apartment for the cost thereof. The cost of such work, plus interest thereon at the highest rate which may be charged individuals in the State of Nebraska at the time such work is performed, shall constitute a claim enforceable against the Co-owner of such Apartment, and shall constitute a lien upon such Apartment enforceable in the manner set forth in SECTION 10.

SECTION 9. VALUES

The total basic value of the entire Condominium Regime is Four Hundred Fifty-one Thousand Six Hundred Dollars (\$451,600.00). The basic value of each Apartment in the Condominium Regime; the area of each such Apartment; the percentage which each Apartment shall share in the expenses of, and the rights in, assessments and common elements; and the aggregate number of votes the Co-owners of Apartments are entitled to cast in matters brought before the Association described in SECTION 10 are as follows:

APARTMENT NUMBER	BASIC VALUE	AREA (SQ. FT.)	PERCENTAGE	VOTES
11303	25,800	1243	5.59 %	559
11305	20,000	989	4.44 %	444
11307	20,000	989	4.44 %	444
11309	20,000	990	4.44%	444
11311	20,000	992	4.45 %	445
11313	20,000	989	4.44 %	444
11323	20,000	993	4.465%	446.5
11321	20,000	987	4.43 %	443
11319	20,000	986	4.43 %	443
11317	20,000	984	4.42 %	442
11315	20,000	988	4.44 %	444
11312	20,000	997	4.48 %	448
11310	20,000	992	4.45 %	445
11308	20,000	991	4.45 %	445
11306	20,000	992	4.45 %	445
11304	20,000	990	4.44%	444
11302	25,800	1246	5.595%	559.5
11301	20,000	990	4.44 %	444
11300	20,000	987	4.43 %	443
11299	20,000	988	4.44 %	444
11298	20,000	981	4.40 %	440
11297	20,000	980	4.44 %	444
		22,274	100.00%	10,000

SECTION 10.
OWNERS ASSOCIATION

A. Association. Developer has caused the ATRIUM CONDOMINIUM PROPERTY OWNERS ASSOCIATION (hereinafter referred to as the "Association"), to be incorporated as a non-profit corporation under the laws of the State of Nebraska. The purpose of the Association is to maintain and administer the Condominium Regime and the common element therein, to enforce and administer the terms of this Master Deed and the By-Laws, to collect and disburse assessments, levies, charges and fees described herein or in the By-Laws, and to perform all other acts necessary or incidental thereto. Membership in the Association and members voting and other rights and obligations are as set forth herein and in the By-Laws.

B. Rules and Regulations. The Association shall, from time to time, establish rules and regulations for the use of the common elements as provided in the By-Laws, and all Co-owners, their tenants and others claiming any interest in any Apartment, and their respective agents, employees, servants, invitees and licensees shall be bound thereby.

C. Assessment. The Association shall have the right to impose assessments in accordance with the By-Laws on each Apartment and its Co-owner for insurance, common element expense, administration, management, repairs, reconstruction, remodeling, maintenance, reserves, and other expenses of every type and kind incurred or anticipated by the Association. Assessments shall be made against each Apartment and its Co-owner (and if more than one Co-owner, such assessment shall be made jointly and severally) in that proportion which the basic value of such Apartments bears to the total basic value of the Condominium Regime; PROVIDED HOWEVER, limited common element costs, expense and liabilities shall be assessed against each Apartment served by such limited common elements in that proportion which such Apartment's basic value bears to the total of the basic values of all Apartments served by the same limited common element.

D. Alterations, Improvements and Repairs. The Association shall have the sole jurisdiction over and responsibility for making alterations, improvements, repairs and maintenance of the common elements. Each Co-owner shall be responsible to maintain, repair and replace at his expense all portions of his Apartment which are not included in the definition of common elements; to refrain from painting, decorating or changing the appearance of any portion of the exterior of the building or other common elements; and to promptly report to the Association any defect or need for repair to the common elements or part thereof.

E. Personal Liability. Each Co-owner (and if any Apartment is owned in co-tenancy, each co-tenant, jointly and severally) shall be personally liable for the full amount of any and all assessments made by the Association whether such assessments are regular assessments, or special assessments. If any such assessment remains unpaid ten (10) days after its due date, the Association may bring suit against the Co-owner (or if the Apartment is held in co-tenancy any one or more of the Co-owners) for the recovery of such assessment. If the assessment is a monthly installment of an assessment, the default in payment of one installment shall, at the option of the Association, cause the remainder of all installments of such assessment to become immediately due and payable. The defaulting Co-owner shall be liable for the unpaid assessment or assessments, plus interest thereon as set forth in the By-laws, attorneys' fees and expenses incurred in the collection of the same

...and administrative expenses which may be incurred by the Association as a result of such nonpayment. No proceeding against a defaulting assessment pursuant to this SECTION shall constitute a waiver of the right of the Association to proceed contemporaneously against any other co-tenant of the Apartment until such time as all past due assessments and other sums required to be paid hereunder are paid in full. The grantee of an Apartment shall be jointly and severally liable with the grantor for all unpaid assessments against the Apartment both prior to the time of grantor's conveyance and after, without prejudice to any lawful right the grantee may have to recover from the grantor amounts paid by the grantee for assessments prior to the date of such conveyance. The preceding sentences shall not apply to the initial sales and conveyances of Apartments by the Developer, and grantees from the Developer shall not be responsible for prior past due assessments or installments thereof.

F. Assessment Lien on Apartments. If any payment of any assessment is not made within ten (10) days of the date it becomes due, the Association shall have the right to declare the entire amount of such assessment immediately due and payable without notice, and such unpaid amount or if accelerated, such accelerated amount shall constitute a lien on the Apartment. The Association may record a "Notice of Lien" in the office of the Register of Deeds, Douglas County, Nebraska, whereupon, said lien shall be privileged and have priority over any liens and encumbrances except prior assessment liens, past due taxes, and prior consensual liens of record as of the date the assessment became due; PROVIDED, HOWEVER, that the priority accorded consensual lienholders is a limited priority extending only to installments of assessments which, absent acceleration, would become due prior to the date such consensual lien is enforced by decree of foreclosure, or exercise of power of sale with title transferred, or transfer by deed given in lieu of either, and such limited priority does not relieve any transferee of title, of the obligation to pay installments which, absent acceleration, would become due thereafter. Such assessment lien shall have priority and be privileged over all other non-consensual liens just as though such assessment lien attached as of the date of this Master Deed. The Notice may state the amount of the unpaid assessment, the date the same becomes due and the rate at which such assessment has and will be accruing interest until paid.

G. Remedies. For nonpayment of any assessment against an Apartment, the Association shall have, in addition to all other rights and remedies which may be available at law or in equity, the right to have its assessment lien on the Apartment enforced in the same manner liens against real property are enforceable in the State of Nebraska at the time such lien arises. In addition and without limiting the foregoing, Developer hereby expressly reserves the following rights, title, interests and privileges in the Property and in each Apartment from each of its grantees and their heirs, successors and assigns, and does hereby grant, bargain, sell, convey and quit claim unto the Atrium Condominium Property Owners Association, a Nebraska Non-profit Corporation, such rights, title, interests and privileges in and to the Property; to wit: Whenever any payment or installment of any assessment made against any Apartment has not been paid within thirty (30) days of the date it becomes due, the Association shall have the absolute right, power and privilege to declare all unpaid assessments against such Apartment and its co-owners immediately due and payable and to sell the Apartment for which such assessments are unpaid and to convey unto the purchaser thereof full right and lawful title to the Apartment, subject only to this Master Deed, assessments, real estate taxes and other governmental assessments and consensual liens of record as of the date such assessment became delinquent. Such sale shall be made at public sale. Notice setting forth the time and place of such sale and the legal description of the Apartment to be sold shall be published once each week for four (4) consecutive weeks in a newspaper in Douglas County,

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Nebraska. Notice shall also be mailed by the Association to the last known address of the Co-owner (or if more than one, the Co-owner's) of the Apartment to be sold as shown on the Association's books and records and to any person or entity who has on file in the office of the Register of Deeds, Douglas County, Nebraska a "Request for Notice of Sale" setting forth a request for notice of the sale of such Apartment; the correct legal description of the Apartment; and the proper name and address of the person or entity to whom notice is to be sent. Such notice shall be mailed by the Association at least fifteen (15) days prior to sale. Notice shall be deemed given when sent. On the date, time and place designated in the notice, the Association shall sell the Property at public auction to the highest bidder. The sale may be conducted by any person or entity appointed by the Association who is authorized to act as a trustee under Section 76-1003 of the Revised Statutes of Nebraska or any agent or independent contractor hired by such person to conduct such sale on such person's or entity's behalf. Any person or entity, including a Co-owner may bid at the sale. The auction shall be held upon such terms and conditions as the Association shall set. The President of the Association (unless he is a Co-owner of the Apartment being sold, in which case the Board of Administrators of the Association) may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in each case, notice of postponement shall be given by public declaration thereof at the time and place last appointed for the sale. No other notice of the postponed sale need be given unless the sale is postponed for longer than ten (10) days from the date set forth in the publicized notice of Sale. If such postponement is for longer than ten (10) days, then notice shall be republished. The purchaser of any Apartment sold in accordance with the above, shall forthwith pay the purchase price in cash or certified funds and upon receipt of payment, the Association shall execute and deliver its deed to such purchaser. The Association's deed shall contain recitals of compliance with the requirements of this SECTION of the Master Deed. The Association's deed shall operate to convey to the purchaser without right of redemption, full right, title and interest in and to the Apartment including all right, title, interest and claims in such Apartment acquired by any Co-owner or his successors in interest subsequent to the date of his or their deed to the Apartment subject only to this Master Deed, easements of record, real estate tax and other governmental assessments, and consensual liens of record prior to the date assessments against such Apartment become due. The Association shall apply the proceeds of sale first to the cost and expenses of exercising the power of sale, including commissions and administrative and attorneys' fee and expenses, second to the payment of delinquent and accelerated assessments plus interest. The balance, if any, shall be paid to such person or persons as are legally entitled thereto. Any Co-owner may cause the sale to be terminated at any time prior to the hour set forth in the Notice of Sale by tendering in cash to the Association all past due assessments and interest thereon, the cost and expenses of publication and sale incurred by the Association, commissions and all administrative and legal expenses and costs incurred by the Association in connection with such default, and compensation to the Association for the time and effort of its Board of Administrators and officers which sum shall be deemed to be One Thousand Dollars (\$1,000.00) if cure is made more than thirty (30) days after the date Co-owner defaulted in payment of the assessment.

H. Remedies Cumulative. All rights and remedies provided hereunder to the Association against any Co-owner or any Apartment shall be deemed to be cumulative and in addition to any other rights or remedies which may be available to the Association at law or in equity. In addition, the election by the Association to pursue any particular remedy shall not be construed as a waiver of any and all other rights and remedies

...may have. All rights and remedies of the ... be pursued in one joint action or in as many ... as may be appropriate and such rights and ... may be exercised simultaneously or in succession until ... as all sums due the Association have been paid in

I. Non-waiver. No Co-owner may be relieved of any assessment made by the Association except by payment in full plus accrued interest, costs and fees.

J. Notice of Transfer. No Co-owner, tenant or other person claiming any interest in any Apartment may sell, lease or otherwise transfer any interest in an Apartment unless five (5) days prior written notice thereof, specifying the names and present addresses of all transferees, is given to the Association. The preceding sentence shall not apply to granting a consensual lien in any Apartment, or to any sale or transfer made pursuant to a decree of foreclosure. No Apartment may be transferred free and clear of unpaid assessments whether or not a Notice of Lien as set forth in the By-Laws as been filed.

SECTION 11 USE OF PROPERTY

The use of the Property and each Apartment is restricted as follows:

A. Use of Apartment. Each Apartment shall be used and occupied only as a business or professional office. No wholesale or retail sales of goods shall be allowed, and no goods (except office and professional supplies and equipment and samples) shall be stored temporarily or permanently in any Apartment. No animals of any kind (except animals serving the handicapped) shall be allowed on the Property.

B. Subdividing. Each Apartment shall be occupied by only one business or professional person or entity and its agents, servants, employees, invitees and licensees, and no Apartment or any part thereof shall be subdivided into smaller units for sale, lease or transfer unless this Master Deed is first amended as hereinafter provided.

C. Prohibited Acts. No Co-owner, tenant or other person or entity, claiming an interest in an Apartment, and no agent, employee, servant, invitee or licensee of any such Co-owner, tenant or person or entity shall allow any condition to arise or exist, or engage in any activity, practice or use of the Property or any part thereof, which may be dangerous or hazardous to others coming upon the Property, or which may cause an increase in hazard insurance premiums over the premium for standard fire and extended coverage insurance, or which is contrary to law, morals or normal business or professional behavior, or which may make undue noise or cause any annoyance which may disturb the business and professional enjoyment of other Co-owners, tenants or other persons claiming an interest in an Apartment or any of their agents, employees, servants, invitees or licensees. In addition, no person, object or activity which is unsightly, noxious, harassing, embarrassing, disconcerting, annoying, disturbing, or which may be a health, safety or welfare hazard to other Co-owners, tenants or other persons coming upon the Property shall be placed, maintained or established upon any portion of the Property, and no receptacle shall be permitted outside of the Property except those which may, from time to time, be permitted by the Association. No fuel tank or other tank or container, whether temporary or permanent, stationary or mobile, shall be permitted to remain on the

Property. No vehicles may be stored upon the Property, and all equipment must be kept within the Apartment. No garbage or trash shall be permitted outside an Apartment. All parking areas and driving lanes, driveways, walkways, entrances, exits, foyer, hallway and restroom facilities are for the exclusive use of the Co-owners and their tenants, agents, employees, invitees and licensees, and no such areas may be blocked or obstructed for any purpose except for repair, remodeling, reconstruction and maintenance by the Association. The Association shall have full authority to abate any and all of the foregoing without being guilty of trespass or conversion, or other wrongful act.

D. Cleaning. Each Co-owner shall be responsible for keeping such Co-owner's Apartment clean and sanitary at all times.

E. Exterior Appliances, Signs and Company Logos. Trademarks, signs and company logos shall be permitted within the Apartments including the exterior surface of exterior and Apartment doors and windows looking into the Atrium. No other company logos, trademarks or signs will be permitted on the Property except in areas specifically designated by the Association. No sign, company logo, or trademark will be permitted which is not of a size and constructed of materials deemed by the Association to be harmonious and aesthetically compatible with the development of a prestigious business and professional complex; PROVIDED HOWEVER, that prior Association approval of company logo design shall not be required. No company logo, trademark or sign shall be illuminated without the prior written consent of the Association. No exterior television, radio or other antenna of any kind or any other such exterior appliance shall be allowed on the Property without the prior written consent of the Association.

F. Apartment Visibility. Each Apartment shall be improved and maintained in such a manner that all areas of the Apartment visible from common elements or other Apartments are reasonably harmonious and aesthetically compatible with a prestigious business and professional office complex.

SECTION 12 EASEMENT

There is hereby established in favor of the Association a perpetual easement in, through, upon and across all Apartments and all common elements for the purpose of performing such repairs, remodeling, reconstruction and maintenance to the common elements as shall be deemed necessary or desirable by the Association. If any such repair, remodeling, reconstruction or maintenance will require the Association to perform work within an Apartment, the Association will give prior notice of such repair, remodeling, reconstruction and maintenance to a Co-owner of such Apartment. Notwithstanding the preceding sentence, in cases of emergency, notice requirements shall be waived; however, the Association shall endeavor to contact a Co-owner and advise him that such Co-owner's Apartment has been entered. In addition, if any emergency repairs to any Apartment become necessary, the Association may, but shall not be required to, enter such Apartment for the purpose of taking such action as it deems necessary to alleviate such emergency or protect the common elements from damage. When repairs are made to common elements, the Association shall leave the Apartment in substantially the same condition it was in when repairs were commenced. When repairs are made to an Apartment or contracted for by the Association, at its option, the actual costs of such repairs shall be assessed to the Apartment involved and its Co-owners, jointly and severally; shall become an obligation due from each Co-owner to the Association; and shall become a lien upon such Apartment in accordance herewith. The Association shall have no liability of any kind to any person or entity as a result of making or failing to make emergency repairs to an Apartment, or for any negligence or other wrongful manner in which such repairs are made, unless

The Association or its agents are guilty of willful misconduct. The Association's determination as to the existence of an emergency and the measures to be taken by it to alleviate such emergency shall be final and binding upon all Co-owners and tenants for all purposes. Entry of an Apartment and performance of repairs by the Association shall not be deemed a trespass, conversion or other wrongful act notwithstanding any defect in notice.

SECTION 13 AMENDMENT TO MASTER DEED

This Master Deed may be amended by written instrument duly executed and acknowledged by the Co-owners of Apartments representing not less than three-fourths (3/4) of the total basic value of the Condominium Regime. Such amendment shall become effective upon recording said instrument in the office of the Register of Deeds, Douglas County, Nebraska. No amendment to the Master Deed shall be binding upon any person or entity holding a consensual lien on any Apartment upon the date of such amendment, unless such person or entity has consented to such amendment in writing.

SECTION 14 SUBDIVISION, ADDITION, DELETION AND WAIVER

A. Subdivision, Etc. Apartments may be subdivided; lands or improvements may be added to or deleted from the Condominium Regime; and the Condominium Regime may be terminated or waived; provided, however, none of the foregoing actions shall take effect unless a written instrument duly executed and acknowledged by the Co-owners of Apartments representing not less than three-fourths (3/4) of the total basic value of the Condominium Regime is recorded with the real property records of Douglas County, Nebraska. Such subdivision, addition, deletion, termination or waiver shall become effective upon recording said instrument in the office of the Register of Deeds, Douglas County, Nebraska.

B. Consent of Mortgagees. No Apartment shall be subdivided or deleted without the prior written consent of the holders of all consensual liens of record against such Apartment. No common element shall be deleted without the written consent of the holders of all consensual liens of record against all Apartments. No waiver or termination of the Condominium Regime shall occur unless the holders of all consensual liens of record against any part of the Property agree in writing that their liens shall thereafter be liens upon the undivided portion of the Property which will, after termination or waiver, be owed, as a tenant-in-common, by their debtor or his successor in interest.

C. Proceeding Upon Termination. Upon deletion of any part of the Property, or waiver or termination of the Condominium Regime, Co-owners of Apartments no longer in the Condominium Regime shall own all lands and improvements (including Apartments) included in such deletion or waiver as tenants-in-common. The Co-owner of each Apartment shall own that proportion of such land and improvements which the basic value of his Apartment bears to the basic value of all Apartments included within such deletion or waiver. If an Apartment was owned in co-tenancy prior to its deletion or waiver, then the aggregate interest in the deleted or waived land and improvements of all Co-owners of such Apartment shall equal the aforesaid proportion. Land and improvements included within such deletion or waiver may be judicially partitioned and sold on the petition of any tenant-in-common, but if tenants-in-common representing three-fourths (3/4) of the total basic value of all Apartments included within such deletion or waiver agree in writing to sell or otherwise dispose of such land and improvements, then any partition action shall be dismissed and,

all tenants-in-common shall be bound to execute and acknowledge such deeds or other instruments as may be reasonably necessary to effect such sale or other disposition.

SECTION 15 NOTICES

The Association shall provide to holders of consensual liens copies of all notices of default in paying assessments or installments thereon, or any other default under the Master Deed or the By-Laws. All notices required under this Master Deed shall be in writing, sent certified or registered United States Mail, postage prepaid, return receipt requested, to the Co-owner at his last known address on the books of the Association; to the Association at its registered office, and to consensual lienholders at the address provided to the Association in accordance with this Master Deed.

SECTION 16 MODELS

Developer reserves the right to use any Apartments owned by Developer as a model or closing facility.

SECTION 17 REMEDIES

For the benefit of the Association, the Developer, the Association or any Co-owner shall have the right to seek and obtain the remedies provided herein or in the By-Laws by proceedings at law or in equity for violation of any of the terms, conditions, covenants, reservations, restrictions and provisions now or hereafter imposed by the provisions of this Master Deed or the By-Laws, and to prevent or restrain any violation of the same or to recover on behalf of the Association sums due hereunder. Failure by the Developer, the Association or any Co-owner to enforce any covenant, condition, restriction, reservation, term or provision hereof shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 18 TAXES AND ASSESSMENTS

The County Assessor of Douglas County, Nebraska shall be notified that the Condominium Regime has been created. Each Apartment shall be separately assessed for taxes, assessments and other charges of the State of Nebraska, any political subdivision thereof, any special improvement district, or other tax assessing authority. Each Apartment shall be carried on the tax books as a separate and distinct entity for the purposes of taxation. No Co-owner shall ever be divested of, or otherwise have his title and interest forfeited and sold for delinquent taxes, assessments or charges so long as taxes, assessments and charges on such Co-owner's Apartment are currently paid. The common elements shall not be separately taxed, but the value thereof shall be determined and apportioned for tax purposes against each Apartment in the proportion which the basic value of such Apartment bears to the total basic value of the Condominium Regime.

SECTION 19 PIPES, DUCTS AND OTHER CONDUITS

Without in any way qualifying or limiting each Co-owner's right to use and enjoyment of the common elements as herein set forth, it is specifically declared that each Co-owner shall have an easement in common with the owners of all other Apartments over, upon and across each Apartment for the

transportation and transmission of power, water, sewer, electricity, gas, current, heat, air conditioning, telephone and similar services through all pipes, wires, ducts, cables, conduits, public utility lines and other common elements serving such Co-owner's Apartment. Likewise, each Apartment shall be subject to an easement in favor of the Co-owners of all other Apartments for the transportation and transmission of power, water, sewer, electricity, gas, current, heat, air conditioning, telephone and similar services through all pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other Apartments which may be located in such Co-owner's Apartment.

SECTION 20. EASEMENTS

Easements are hereby reserved and granted from and to the Developer and each Co-owner for encroachment, if any, of any Apartment upon any other Apartment due to the shifting or settling of the building or for any other reason, or if such building is repaired or rebuilt after damage or destruction.

SECTION 21. RESERVATION IN DEVELOPER

The Developer reserves the right to establish easements, reservations, exceptions and exclusions which are not inconsistent with condominium ownership of the Property, and to supplement or amend this Master Deed, the Plans or the By-Laws, until January 1, 1986 or the initial sale by Developer of eighteen (18) Apartments, whichever first occurs; PROVIDED HOWEVER, the exercise of any such right by Developer shall be subject to the prior written approval of the same by the holders of all consensual liens of record. Developer further reserves the right, so long as it is owner of any unsold Apartment, to change the size, layout, price or terms of sale of any Apartment owned by Developer. No change in the price or terms of any such Apartment shall vary the percentage of interest in the common elements for that Apartment. The Developer will, at its sole expense, record and file any and all amendments to this Master Deed or By-Laws required by reason of a change in the size or layout of any Apartment as required by this SECTION.

SECTION 22. INVALIDITY

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

SECTION 23. WAIVER

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

SECTION 24. GENDER

The use of the masculine gender in this Master Deed shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural whenever the context so requires.

16

SECTION 25
SECTION HEADINGS

The section headings contained in this Master Deed are for convenience only and are not intended to alter or modify the terms and provisions hereof.

IN WITNESS WHEREOF, the Developer executes this Master Deed and Declaration on the day and year first above written.

ATRIUM ASSOCIATES, a Nebraska General Partnership,

By: [Signature]

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 13th day of January, 1982, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came George W. Verfeicher, general partner of Atrium Associates, to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such partner, and the voluntary act and deed of said general partnership.

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



[Signature]
Notary Public

CONSENT AND JOINDER

The Conservative Savings and Loan Association of Omaha, Nebraska, the beneficiary and trustee under that certain Deed of Trust dated July 17, 1981 and recorded July 17, 1981 in Book 2458 at Page 5 of Mortgage Records in the office of the Register of Deeds of Douglas County, Nebraska, does hereby consent to the filing of the foregoing Master Deed and Declaration and does hereby join in the making of the same solely for the purpose of making its said first lien under such Deed of Trust subject to the effect of such Master Deed and Declaration.

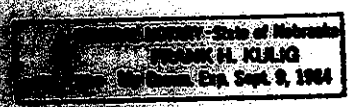
THE CONSERVATIVE SAVINGS AND
LOAN ASSOCIATION OF OMAHA,
NEBRASKA, Trustee and Beneficiary,

By: [Signature]
Its Pres

ss.

On this 12th day of January, 1982,
I, Frank H. Kulig, Notary Public duly commissioned and qualified in
Lincoln County and State, personally came Bruce
the President of The Conservative Savings
Association of Omaha, Nebraska, to me personally known
as the identical person who signed the foregoing instrument,
and acknowledged the execution thereof to be his voluntary act
and deed, and the voluntary act and deed of said Corporation.

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



Frank H. Kulig
Notary Public

EXHIBIT "A"
LAND SURVEYOR'S CERTIFICATE

BOOK 1681 PAGE 131

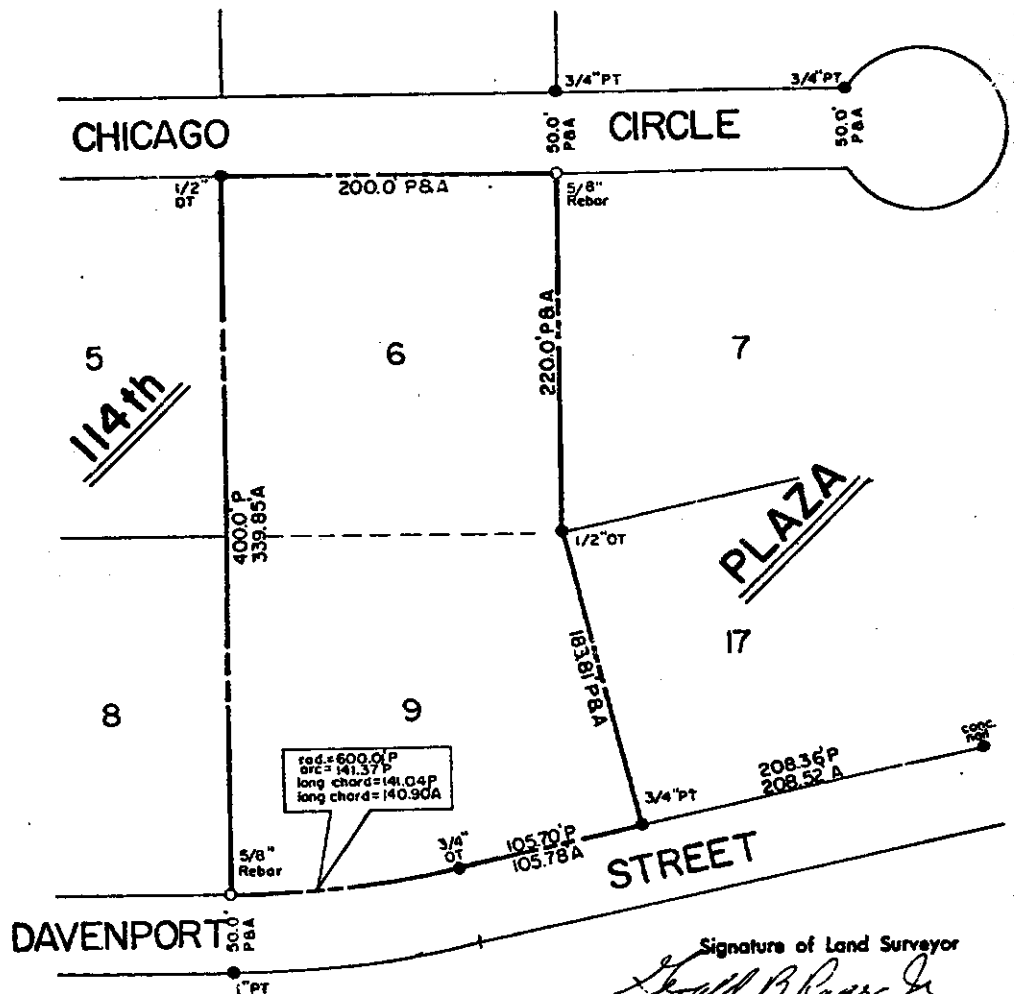
I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description Lots 6 & 9, 114th PLAZA, Omaha, Douglas County, Nebraska.

- O CORNERS SET
- CORNERS FOUND
- A ACTUAL DIMENSIONS
- P PLAT DIMENSIONS
- PT PINCH TOP
- OT OPEN TOP

N

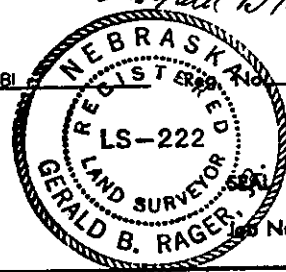
1" = 100'



rad. = 600.0' P
arc = 141.37' P
long chord = 141.04' P
long chord = 140.90' A

Signature of Land Surveyor

Gerald B. Rager, Jr.



DATE RECEIVED: _____

Date: 11-13-81

OFFICIAL ADDRESS: _____

BLDG. PERMIT NO.: _____

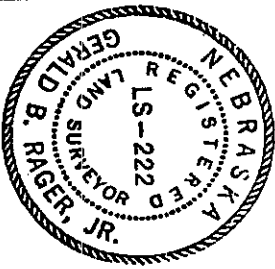
SHEET

Book 81 - D Page 42-44

1 OF 8

Lot Number 81-00-49

lamp, ryneanson & associates, inc.
architects engineers surveyors planners
9290 west dodge road omaha, nebraska 68114 402-387-3008
323 w. koenig street grand island, nebraska 68801 308-382-4077



- ☐ GENERAL COMMON ELEMENTS
- ☒ LIMITED COMMON ELEMENTS

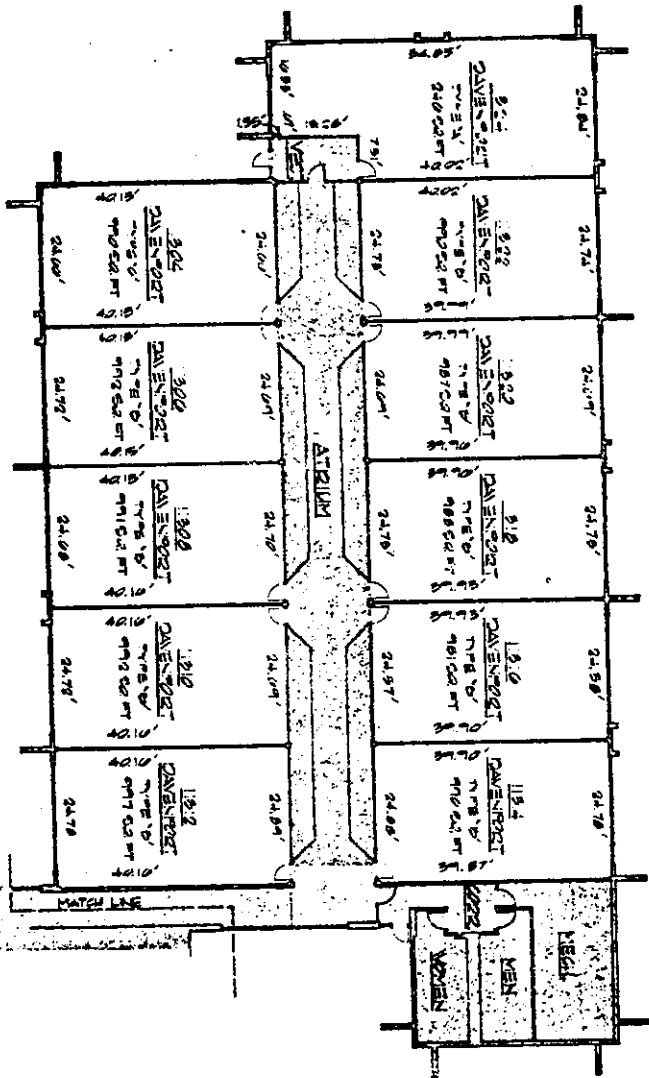
LEGEND

E-002 PLAN

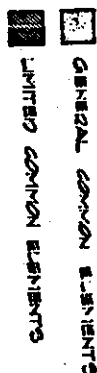


I, the undersigned, a Registered Land Surveyor, licensed to practice in the State of Nebraska, do hereby certify that the drawings attached hereto, pages 1 through 8, inclusive, show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited, common areas.

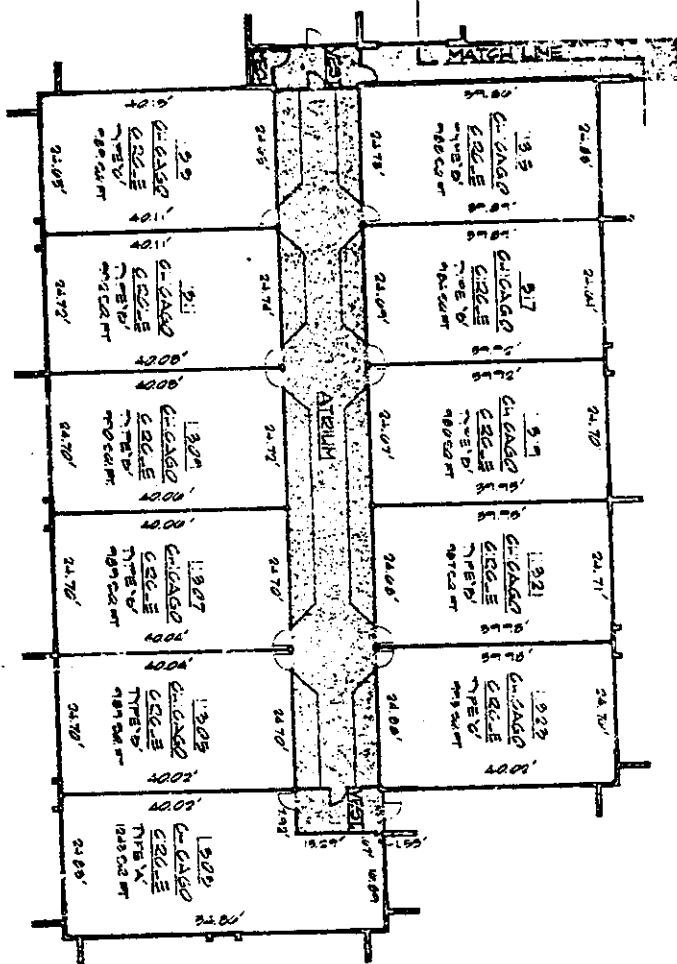
Date 11-13-81 Gerald B. Rager, Jr.
Gerald B. Rager, Jr.



lamp, ryerson & associates, inc. 1000 N. 10th St., Suite 100 Lincoln, Nebraska 68502 Phone (402) 441-1111		FLOOR PLAN	
THE ATRIUM CONDOMINIUM PROJECT REGIME NEBRASKA			



I, the undersigned, a Registered Land Surveyor, licensed to practice in the State of Nebraska, do hereby certify that the drawings attached hereto, pages 1 through 8, inclusive, show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited, common areas.

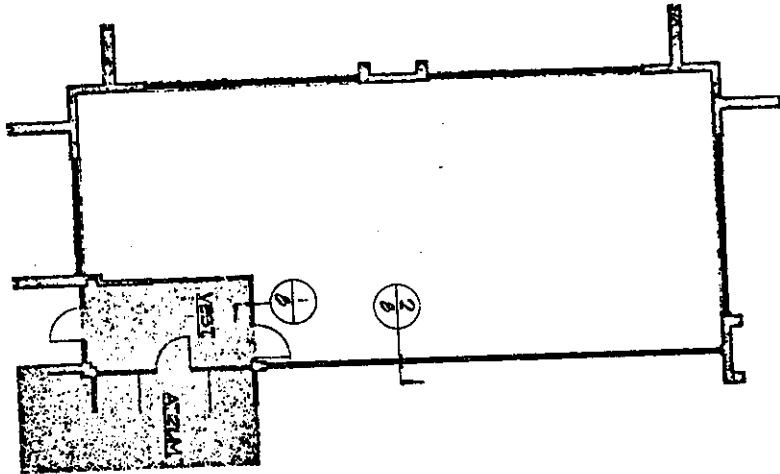


Gerald B. Kager
Gerald B. Kager, Jr.

THE ATRIUM CONDOMINIUM PROJECT REGIME

FLOOR PLAN

TYPE X APARTMENT
NO. 1001

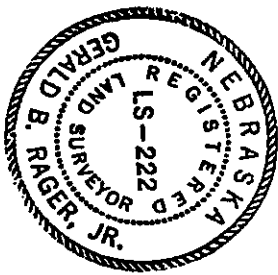


LEGEND

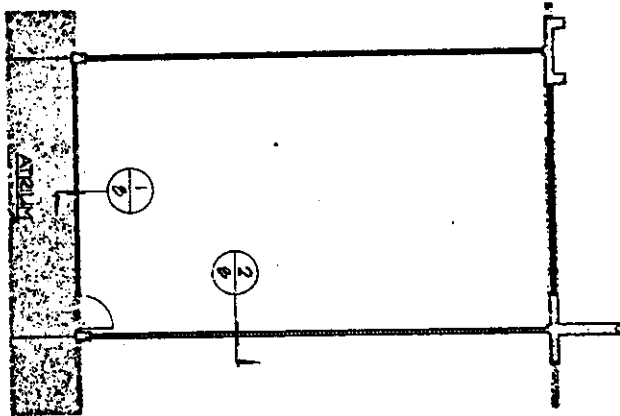
- ☐ GENERAL COMMON ELEMENTS
- ☐ LIMITED COMMON ELEMENTS

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Date 11-13-81 Gerald B. Rager, Jr.
Gerald B. Rager, Jr.



Lamp, Ryerson & Associates, Inc. <small>Surveyors and Engineers</small> 1001 N. 10th St., Suite 100, Lincoln, NE 68502 Phone: (402) 441-1111		TYPE X APARTMENT
THE ATRIUM CONDOMINIUM PROJECT REGIME <small>BOOK 1681 PAGE 135</small>		



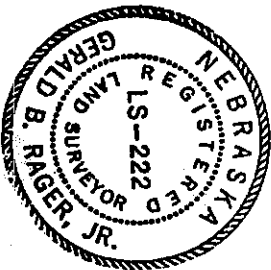
TYPE 'A' APARTMENT
NO SCALE

LEGEND

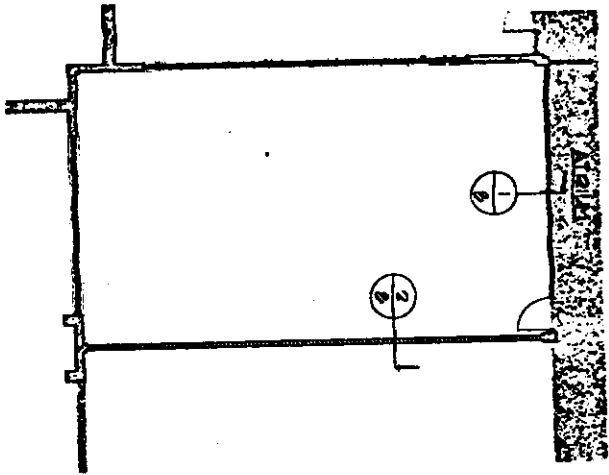
- ☐ GENERAL COMMON ELEMENTS
- ☐ LIMITED COMMON ELEMENTS

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11-13-81 *Gerald B. Rager, Jr.*
Date Gerald B. Rager, Jr.



 Lamp, Ryneason & Associates, Inc. 2000 West 10th Street Lincoln, Nebraska 68502 Phone (402) 441-1111 Fax (402) 441-1112	TYPE 'A' APARTMENT	
	THE ATRUM CONDOMINIUM PROJECT REGIME RECORDS	



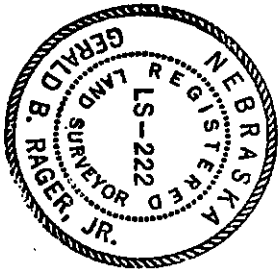
TYPE 'C' APARTMENT
NO SCALE

LEGEND

- ☐ GENERAL COMMON ELEMENTS
- ☐ LIMITED COMMON ELEMENTS

I, the undersigned, a Registered Land Surveyor, licensed to practice in the State of Nebraska, do hereby certify that the drawings attached hereto, pages 1 through 8, inclusive, show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited, common areas.

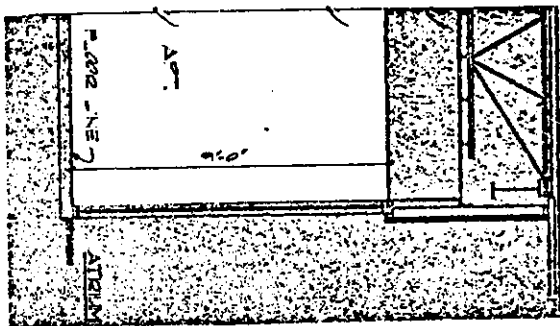
Date 11-13-81 Gerald B. Rager, Jr.
Gerald B. Rager, Jr.



lamp, rymer & associates, inc. <small>1000 West 10th Street, Suite 100, Lincoln, NE 68502</small> <small>402-441-1111</small>		TYPE 'C' APARTMENT
THE ATRIUM CONDOMINIUM PROJECT RESUME <small>NO SCALE</small>		

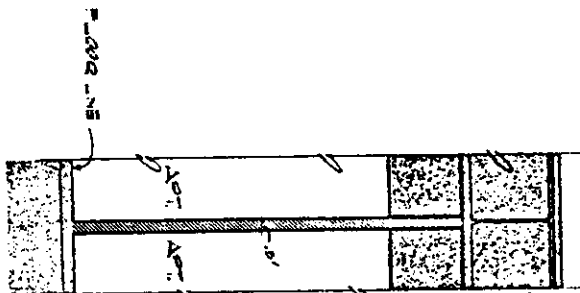
① TYPICAL WALL SECTION AT
L-ROOM AND APARTMENT

NO SCALE



② TYPICAL WALL SECTION
BETWEEN APARTMENTS

NO SCALE



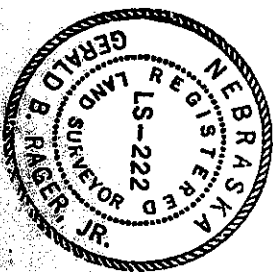
LEGEND

- ☐ GENERAL COMMON ELEMENTS
- ☐ LIMITED COMMON ELEMENTS

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Date

11-13-81 *Gerald B. Rager, Jr.*
Gerald B. Rager, Jr.



lamp, ryerson & associates, inc.

THE ATRIUM CONDOMINIUM PROJECT REGIME

WALL SECTIONS



lamp, rynearson & associates, inc.
 architects engineers surveyors planners

9290 west dodge road
 323 w. koenig street

omaha, nebraska 68114
 grand island, nebraska 68801

402-397-3008
 308-382-4077

CERTIFICATION

Plans

For

ATRIUM CONDOMINIUM PROJECT REGIME

I, the undersigned, a Registered Architect,
 licensed to practice in the State of Nebraska,
 do hereby certify that the drawings attached
 hereto, pages 2 through 8, inclusive, show
 the dimensions, area and location of each apart-
 ment therein and the area and location of the
 common elements affording access to each apart-
 ment and the area and location of the limited,
 common areas.

11-13-81
 Date

Lawrence O. Hunt
 Lawrence O. Hunt, A.I.A.



BY-LAWS OF THE
ATRIUM CONDOMINIUM PROPERTY OWNERS ASSOCIATION

ARTICLE I
ASSOCIATION

1.1 Purpose. The following are the By-laws of the Atrium Condominium Property Owners Association, Inc., a Nebraska non-profit corporation, as required by the MASTER DEED AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ATRIUM CONDOMINIUM PROPERTY REGIME (hereinafter referred to as the "Master Deed") to which these By-Laws are annexed. The terms and provisions of the Master Deed are hereby incorporated into these By-Laws and all definitions set forth in SECTION 4 thereof shall be equally applicable to these By-Laws.

1.2 Seal. The Association seal shall bear the name of the Association and the words, Omaha, Nebraska, Association Seal.

1.3 Offices of Association. The principal office of the Association in the State of Nebraska shall be located in the City of Omaha, County of Douglas. The Association may have such other offices, either within or without the State of Nebraska, as the Board of Administrators may designate or as the affairs of the Association may require from time to time. The registered office of the Association required by the Nebraska Non-profit Corporation Act to be maintained in the State of Nebraska may be, but need not be, identical with the principal office in the State of Nebraska, and the address of the registered office may be changed from time to time by the Board of Administrators.

1.4 Description of Property. The property described in SECTION 3 of the Master Deed has been submitted to the Atrium Condominium Property Regime under the provisions of Section 76-801 through 76-824, R.R.S. Nebraska. The Master Deed is recorded simultaneous herewith in the office of the Register of Deeds of Douglas County, Nebraska. The Atrium Condominium Property Regime shall hereinafter be referred to as the "Condominium Regime".

1.5 Binding Effect of By-Laws. These By-Laws, Master Deed and the Rules and Regulations attached hereto as Exhibit "1", as such By-Laws, Master Deed and Rules and Regulations may be from time to time amended, shall be binding upon and inure to the benefit of all Co-owners, tenants, and their respective agents, employees, servants, invitees, licensees,

lienors, heirs, successors and assigns. The acceptance of a deed, conveyance or other interest in any Apartment, including, without limitation, mortgages, deeds of trusts and leases, shall constitute an agreement that these By-Laws, Master Deed, and the aforesaid Rules and Regulations, as any of such documents may be hereafter amended, are accepted, ratified and fully binding and enforceable upon all parties thereto.

ARTICLE II MEMBERS

2.1 Membership and Voting Rights. The Association has been organized to provide a means of management for the Atrium Condominium Property Regime, a Nebraska Condominium Property Regime in Omaha, Douglas County, Nebraska. Every person or entity who is or hereafter becomes a Co-owner of fee or undivided fee interest in, or vendee's interest under any installment sales contract covering any Apartment as shown on the records of the Register of Deeds, Douglas County, Nebraska, shall be a member of the Association; PROVIDED HOWEVER, that the membership of such person or entity shall terminate upon the conveyance of such person's or entity's interest. The foregoing is not intended to confer membership on any person or entity which holds an interest merely as security for the performance of an obligation including trust deed trustees and beneficiaries. No Co-owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of an Apartment. Ownership of an Apartment shall be the sole qualification for membership. Each Apartment shall be entitled to the number of votes assigned to it in SECTION 9 of the Master Deed. If any Apartment is owned by more than one person or entity, the votes attributable to such Apartment in the Master Deed shall be cast, or any proxy pertaining to such votes shall be executed by, a person to be named in a written certificate signed by all Co-owners of the Apartment and filed with the Secretary of the Association. Failure to file such certificate shall cause all votes attributable to such Apartment to be recorded as an abstention on all matters brought before the membership of the Association prior to the time such a certificate is filed.

2.2 Annual Meetings. The first annual meeting of members of the Association shall be called by Atrium Associates, a Nebraska general partnership (hereinafter referred to as "Developer"), on January 15, 1986; within thirty (30) days after the date Developer has sold eighteen (18) of the Apartments in the Condominium Regime; or within thirty (30) days of the date Developer relinquishes control of the Association in writing, whichever first occurs. Until the first annual meeting, the Board of Administrators of the Association shall be elected

by the Developer and shall be vested with all of the rights, privileges and duty set forth herein or in the Master Deed. At the first annual meeting of members of the Association, the existing Board of Administrators and all officers of the Association shall resign. The membership shall then elect a new Board of Administrators to serve in accordance with these By-Laws. Thereafter, annual meetings of members of the Association shall be held on the 15th day of January, each year, unless such date shall occur on a Saturday, Sunday or legal holiday, in which event the meeting shall be held on the next succeeding regular business day. At such meetings the Board of Administrators shall be elected by ballot of the members of the Association in accordance with this Article. The members may transact such other business at such meetings as may properly come before them. So long as the Developer owns at least one of the Apartments, the Developer shall be entitled to elect at least one member of the Board of Administrators.

2.3 Special Meetings. Special meetings of members of the Association may be called by the President of the Association or a majority of the Board of Administrators and shall be called by the President upon receipt of written request for a special meeting signed by members owning Apartments representing at least twenty-five percent (25%) of the total basic value of the Condominium Regime. No business, except that stated in the notice of the meeting shall be transacted at the special meeting.

2.4 Place of Meeting. Meetings of the Association membership shall be held at the registered office of the Association or at such other suitable place convenient to the Apartment owners as may be designated by the Board of Administrators.

2.5 Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be sent not less than ten (10) no more than fifty (50) days before the date of meeting, either personally or by regular United States mail. Such notice shall be sent at the direction of the President, or the Secretary, or the officer or persons calling the meeting, to each member or proxy entitled to vote at such meeting as shown on the books and records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member or proxy at his address as it appears in the books and records of the Association, with postage prepaid.

2.6 Quorum. Persons or entities entitled to vote a majority of the total basic value of the Condominium Regime, represented either in person or by proxy, shall constitute a quorum at meetings of members of the Association. If less than a quorum is represented at a meeting, persons or entities entitled to vote a majority of the total basic value which is then present may adjourn the meeting from time to time without further notice. When such meeting is reconvened and a quorum is present or represented by proxy, any business may be transacted which might have been transacted at the meeting as originally called. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough persons or entities to leave less than a quorum present.

2.7 Voting by Proxy. The Co-owner of each Apartment, the party designated in the certificate required under Section 2.1 of these By-Laws, or some person designated in writing by such Co-owner or person to act as proxy on his behalf, shall be entitled to cast the votes appurtenant to such Apartment at all meetings of members of the Association. All proxies shall be executed in writing. Such proxy shall be filed with the Secretary of the Association before, or at the time of the meeting. No proxy shall be valid beyond the termination date set forth in the proxy or if no such termination date is included in the proxy, eleven (11) months after the date of execution of the proxy. All proxies shall be deemed revocable at any time by written notice to the Secretary. Where more than one Co-owner owns an interest in an Apartment, any and all such Co-owners may be present at any meeting of members of the Association; however, the votes appurtenant to their Apartment shall be voted by the party designated in the certificate referred in Section 2.1 of these By-Laws. A fiduciary holding title to an Apartment shall be the voting member with respect to such Apartment.

At each election for administrators, the total number of votes appurtenant to each Apartment may be voted, in person or by proxy, for as many persons as there are to be administrators elected at such meeting. Cumulative voting shall not be allowed.

2.8 Voting By Certain Members. Apartments standing in the name of a corporation, partnership or other entity which is not a natural person may be voted by such officer, agent or proxy as the By-Laws, partnership agreement or other code or code of rules adopted by such entity may prescribe, or, in the

absence of such provision, as the controlling authority of such entities may determine. Apartments owned by an administrator, executor, guardian or conservator may be voted by such person, either in person or by proxy, without a transfer of such Apartment to his name. Apartments standing in the name of a trustee may be voted by the trustee, either in person or by proxy, but no trustee shall be entitled to the vote of an Apartment held by him without a transfer of the property into his name. An Apartment standing in the name of a receiver may be voted by the receiver, without the transfer of such Apartment into such receiver's name if authority to do so be contained in an appropriate order of the Court by which such receiver was appointed. Votes appurtenant to an Apartment which is subject to a lien of any kind shall be voted by the Co-owner of the Apartment until such time as fee title in the Apartment has been transferred to another.

2.9 Procedure of Meetings. The President of the Association shall preside over meetings of the members of the Association, and the Secretary shall keep the minute book where the Resolutions shall be recorded. The vote of a majority of Co-owners at a duly constituted meeting at which a quorum is present shall be binding upon all Co-owners for all purposes except where the Master Deed or these By-Laws require a higher percentage vote. The order of business at all meetings of the members of the Association shall be as follows:

- a. Roll call
- b. Proof of notice of meeting
- c. Reading of minutes of preceding meeting
- d. Reports of officers
- e. Reports of Board of Administrators
- f. Reports of Committees, if any
- g. Election of Inspectors of Election when required
- h. Election of member of the Board of Administrators when so required
- i. Unfinished Business
- j. New Business
- k. Adjournment

2.10 Informal Action by Members. Any action required to be taken at a meeting of the members of the Association, or any other action which may be taken at a meeting of the members of the Association, may be taken without a meeting, if a consent in writing, setting forth the actions so taken, shall be signed by all members of the Association entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of members and may be stated as such in any Articles or documents filed with the Secretary of State under the Nebraska Non-Profit Corporation Act or any other state law.

ARTICLE III
BOARD OF ADMINISTRATORS

3.1 Number and Qualification. The corporation shall have three (3) administrators. The Board of Administrators shall govern the affairs of the Association and the Condominium Regime. Until the first annual meeting of members of the Association, all members of the Board of Administrators shall be nominated and elected by the Developer. Thereafter, the Board of Administrators shall be nominated and elected by the members of the Association at the annual meeting. All administrators nominated and elected at or after the first annual meeting of members of the Association shall be Co-owners of an Apartment.

3.2 Election, Tenure, Removal and Vacancies. The initial Board of Administrators shall hold office until the first annual meeting of the members of the Association or until a replacement Board of Administrators is designated by the Developer, whichever first occurs. Each administrator elected at or after the first annual meeting of members of the Association shall be elected to serve for a term of one year or until a successor shall have been duly elected by the members of the Association. Administrators shall be elected by a vote of Co-owners of Apartments representing a majority of the basic value of the Condominium Regime. At any regular or special meeting of members of the Association, any one or more of the members of the Board of Administrators may be removed with or without cause by a vote of those representing a majority of the basic value of the Condominium Regime, and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any vacancy occurring in the Board of Administrators may be filled by the affirmative vote of those authorized to vote a majority of the basic value of the Condominium Regime. An administrator elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any administratorship to be filled by reason of any increase in the number of administrators shall be filled by election at an annual meeting or at a special meeting of the members called for that purpose.

3.3 Powers and Duties. The Board of Administrators shall have the powers necessary for the administration of the affairs of the Association and the Condominium Regime and may do any and all acts and things, except as by law or by the Master Deed or these By-Laws prohibited to the Board of Administrators. Such powers and duties of the Board of Administrators shall include, but not be limited to the operation, care, upkeep, repair, remodeling, reconstruction, and maintenance of the common elements of the Condominium Regime; determination of

the common expenses required for the affairs of the Condominium Regime; assessments called for by these By-Laws and the Master Deed; employment and dismissal of such agents, servants, employees, and independent contractors as the Board deems necessary for the proper operation, care, upkeep, repair, remodeling, reconstruction or maintenance of common elements; adoption of amendments to Rules and Regulations covering the Condominium Regime; establishing and utilizing bank accounts on behalf of the Association and designating the signatories thereto; obtaining insurance for the Condominium Regime as set forth in the Master Deed or these By-Laws; making such repairs, additions, improvements or alterations to the improvements within the Condominium Regime and repairs and restoration of the improvements within the Condominium Regime in accordance with other provisions of these By-Laws or the Master Deed.

3.4 Regular Meetings. Regular meetings of the Board of Administrators shall be held without other notice than this By-Law immediately after, and at the same place as, the annual meeting of members. The Board of Administrators may provide, by resolution, the time and place either within or without the State of Nebraska, for the holding of additional regular meetings without other notice than such resolution.

3.5 Special Meetings. Special meetings of the Board of Administrators may be called by or at the request of the President or any two (2) administrators. The person or persons authorized to call special meetings of the Board of Administrators may fix any place, either within or without the State of Nebraska, as the place for holding any special meetings of the Board of Administrators called by them. Notice of special meeting shall be given at least fifteen (15) days prior thereto by written notice delivered personally or mailed to each administrator at his business address or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the administrator at his business address with postage prepaid. If notice is given by telegram, it shall be deemed delivered when the telegram is delivered to the telegraph company. Any administrator may waive notice of any meeting. The attendance of an administrator at a meeting shall constitute a waiver of notice of such meeting except where the administrator attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special or regular meeting of the Board of Administrators need be specified in a notice or waiver of notice of such meeting.

3.6 Quorum. A majority of the number of administrators fixed by this Article shall constitute a quorum for the transaction of business of any meeting of the Board of Administrators, but if less than such majority is present at the

meeting, a majority of the administrators present may adjourn the meeting from time to time without further notice.

3.7 Compensation. By resolution of the Board of Administrators, the administrators may be paid their expenses, if any, of attendance of each meeting of the Board of Administrators, and may be paid a fixed sum for attendance at each meeting of the Board of Administrators or a stated salary as an administrator not to exceed One Hundred Dollars (\$100.00) per year whichever is lesser. No such payment shall preclude any administrator from serving the corporation in any other capacity and receiving compensation therefore.

3.8 Presumption of Assent. An administrator of the corporation who is present at a meeting of the Board of Administrators at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to an administrator who voted in favor of such action.

3.9 Fidelity Bonds. The Board of Administrators shall obtain adequate fidelity bonds for all officers, employees, servants, agents, and themselves if necessary, who handle or are responsible for Association funds. The premiums on such bonds shall constitute a common element expense.

3.10 Managing Agent and Manager. The Board of Administrators may employ a managing agent and/or manager at a compensation to be established by agreement with the Board of Administrators to perform such duties and services as the Board of Administrators shall authorize on behalf of the Condominium Regime, provided that such manager's employment be terminable at will upon not more than one hundred twenty (120) days prior notice.

3.11 Liability of Board of Administrators. The members of the Board of Administrators shall not be liable to the Co-owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Co-owners shall indemnify and hold harmless each member of the Board of Administrators against all contractual liability to others arising out of contracts made by the Board of Administrators on behalf of the Condominium Regime or the Association unless any such contract shall have been made in bad faith or in willful contradiction to the provisions of the Master Deed or these By-Laws. It is intended that the members

of the Board of Administrators shall have no personal liability with respect to any contract made by them on behalf of the Association or the Condominium Regime. Every agreement made by the Board of Administrators or by the managing agent or the manager on behalf of the Association or the Condominium Regime shall provide that the members of the Board of Administrators or the managing agent or the manager as the case may be are acting only as agents for the Association and shall have no personal liability therefore; however, failure to include such provision in any such contract shall not be deemed evidence of a contrary intent. The liability of any Co-owner arising out of any contract made by the Board of Administrators or out of the indemnity in favor of the members of the Board of Administrators shall be limited to such proportion of the total liability for such indemnity as the basic value of the Apartment owned (solely or in-common) by such Co-owner bears to the total basic value of the Condominium Regime.

ARTICLE VI OFFICERS

4.1 Officers and Number. The officers of the Association shall be a president, one or more vice presidents (the number thereof to be determined by the Board of Administrators), a secretary and a treasurer, each of whom shall be elected by the Board of Administrators. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Administrators. Any two or more offices may be held by the same person, except the office of president and secretary.

4.2 Election, Tenure, Removal and Vacancy. The officers of the corporation shall be elected annually by the Board of Administrators at the regular annual meeting of the Board of Administrators held after each annual meeting of members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as it conveniently can be. Each officer shall hold office until his successor shall have been duly elected and qualified or until his death or until he shall resign or until he shall have been removed in accordance with the next succeeding sentence. Any officer or agent elected or appointed by the Board of Administrators may be removed by the Board of Administrators whenever in its judgment the best interest of the Association would be served thereby. A vacancy in an office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Administrators for the unexpired portion of the term. All officers elected at or after the first annual meeting of members shall be Co-owners, or the representatives of Co-Owners.

4.3 Office of President. The President shall be the principal executive officer of the Association and, subject to

the control of the Board of Administrators, shall be in general supervision and control of all the business and affairs of the Association. He shall, when present, preside at all meetings of members of the Association and of the Board of Administrators. He may sign, with a Secretary or any other proper officer of the Association authorized by the Board of Administrators all contracts or other instruments which the Board of Administrators has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Administrators or by these By-Laws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Administrators from time to time. The President shall also have the power to appoint committees from among the Co-owners from time to time as he may, at his discretion, decide are appropriate to assist in the conduct of the affairs of the Association.

4.4 Office of the Vice President. In the absence of the President, or in the event of his death, inability or refusal to act, the Vice President (or in the event there is more than one Vice President, the Vice Presidents in the order designated at the time of their election or in the absence of any designation, in the order of their election) shall perform the duties of the President, and when so acting, shall have all of the powers of and be subject to all of the restrictions upon the President. All Vice Presidents shall perform such other duties as may from time to time be assigned or delegated to him by the President or the Board of Administrators.

4.5 Office of the Secretary. The Secretary shall: (a) keep the minutes of the meetings of members of the Association and the Board of Administrators in one or more books provided for that purpose; (b) be responsible that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the Association's records and seal, and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under seal is duly authorized; (d) keep a register of the post office address of each member of the Association which shall be furnished to the Secretary by each such member; (e) have general charge of the Association's books, records and minutes; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned or delegated to him by the President or the Board of Administrators.

4.6 Office of the Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for

monies due and payable to the Association from any source whatsoever; deposit all such monies in the name of the Association in such bank, trust companies or depositories as shall be selected in accordance with the provisions of these By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or the Board of Administrators.

4.7 Compensation. No officer shall receive any compensation from the Condominium Regime or Association for acting as an officer unless provided by resolution of the Board of Administrators in an annual sum not to exceed Three Hundred Dollars (\$300.00), except that officers shall receive reimbursement for expenses actually incurred in connection with their office. Any officer may enter into a contract for management of the Association.

ARTICLE V AGREEMENTS, ETC. BY ASSOCIATION

5.1 Contracts. The Board of Administrators may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances.

5.2 Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by resolution of the Board of Administrators. Such authority may be general or confined to specific instances.

5.3 Checks, Drafts, etc. All checks, drafts and other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall be from time to time designated by resolution of the Board of Administrators.

5.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such bank, trust companies and other depositories as the Board of Administrators may select.

ARTICLE VI ASSESSMENTS

6.1 Budget. The Association is hereby authorized to make assessments against the Apartments and each Co-owner in accordance with these By-Laws in order to discharge the duties, obligations, powers and prerogatives of the Association as set forth in these By-Laws and in the Master Deed. To that end the Board of Administrators shall adopt, each December, a budget for the next succeeding calendar year. Each budget shall be an estimate of the funds required by the Association for all

purposes during the next calendar year including, without limitation, any and all reserves, anticipated losses of the Association and deficits from preceding periods. Notwithstanding the above, the first budget prepared by the initial Board of Administrators shall be for the period commencing at the commencement of the Condominium Regime and continuing to the first day of the next succeeding January. Copies of each budget and the annual assessments for each unit shall be sent to each Co-owner on or before the beginning calendar year for which the budget is made. Budgets may be amended during any then current calendar year where necessary, but copies of the amended budget and proposed increases and decreases in assessments shall be mailed to each unit owner prior to the effective date of such increase or decrease. The budgets prepared by the Board of Administrators are estimates of anticipated costs, expenditures and liabilities only and are not binding upon the Board of Administrators.

6.2 Annual Assessments. The first annual assessments shall be levied at the first meeting of the Board of Administrators. Annual assessments shall be based upon the budget prepared by the Board of Administrators. Each Apartment and its Co-owner shall be assessed that portion of the Association's proposed costs, expenses and liabilities which the basic value of such Apartment bears to the total basic value of the Condominium Regime. The annual assessments shall be divided as evenly as possible into twelve (12) monthly payments with the first payment to include the remainder after division. The first monthly installment of assessments shall be due and payable ten (10) days after notice of the annual assessment is given by the Association. Notice shall be deemed given when mailed by the Association. Thereafter an additional monthly installment shall be due and payable on the first day of each succeeding month of the calendar year without additional notice of any kind to the Co-owner or other person or entity occupying the Apartment. Assessments paid within ten (10) days after the date they become due shall bear no interest. Assessments not paid within ten (10) days of the date they become due shall bear interest at the highest legal interest rate which may be charged any natural person on installments sales in the State of Nebraska at the time such assessment became due. In addition to the foregoing, at the time the first installment of annual assessment is due, the Co-owner shall deposit, without interest, with the Association a sum equal to one-fourth (1/4) of the current year's assessment, which sum will be held by the Association to secure any administrative or legal fees or expenses or any decrease in revenues which may be incurred or experienced by the Association as a result of such Co-owner's failure to make monthly installments as they become due. Failure to have such a deposit with the Association at the

start of each calendar year and to maintain such deposit in its full amount throughout the year shall constitute a default and shall entitle the Association to proceed with any and all remedies provided for in these By-Laws, the Master Deed or by law or equity in the State of Nebraska.

6.3 Developer Assessments. The provisions set forth in Section 6.2 of these By-Laws shall not apply with respect to Apartments owned by the Developer. In lieu of annual assessments, the Developer shall pay each month the difference between the total monthly assessments to be paid by Co-owners other than the Developer, and the total operating expenses actually incurred by the Association during such month; PROVIDED HOWEVER, that in no event shall a Developer be required to pay in any one month a sum greater than the amount he would be required to pay if Section 6.2 of Article VI of these By-Laws were applicable to him.

6.4 Special Assessments. Special assessments may be assessed and levied against each Apartment in addition to the annual assessments provided for above, during any assessment year for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, improvements, repair, or replacement of any improvement within the common elements, including fixtures and personal property, or the amount by which the Board of Administrators estimate that actual costs, expenses and liabilities of the Association will exceed those contained in their calendar year budget. Special assessments shall be due and payable thirty (30) days after the assessment is levied and notice thereof has been given, and special assessments not paid within thirty (30) days thereafter shall be deemed delinquent and a default. Special assessments shall be levied against each Apartment and its Co-owners in that proportion which the basic value of the Apartment bears to the total basic value of the Condominium Regime except assessments for repair and replacement of limited common elements, if any, as described in the Master Deed. Special assessments for repair and replacement of limited common elements shall be assessed to each Apartment served by such limited common element in that proportion which the basic value of such Apartment bears to the total of the basic value of all Apartments served by such limited common elements.

6.5 Personal Assessment Liability. Each and every Co-owner having an interest in any Apartment shall be personally liable for the payment of the full amount of any assessment made under these By-Laws against such Co-owner's Apartment as set forth in the Master Deed. If an Apartment is owned in co-tenancy, each co-tenant shall be liable jointly and severally for the full amount of each assessment.

6.6 Assessment Lien on Apartments. The amount of any unpaid assessment as well as interest and other costs and fees incurred in connection therewith shall constitute a lien on the Apartment as set forth in the Master Deed.

6.7 Remedies of The Association. For nonpayment of any assessment, the Association shall have, in addition to all other rights and remedies which may be available to the Association at law or in equity, all remedies set forth in the Master Deed.

6.8 Statement of Assessments. Upon the written request of any Co-owner or prospective purchaser accompanied by a reasonable fee, not to exceed One Hundred and 00/100 Dollars (\$100.00), the Board of Administrators or the managing agent shall issue a written statement setting forth the amount of unpaid assessments, if any, with respect to the Apartment in question, the amount and current periodic assessment, the date such assessment becomes dues, any penalties due, and credit for advances or prepaid items, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith.

6.9 Non-waiver. The omission or failure to timely fix an assessment or deliver or mail a statement for assessments shall not be deemed a waiver, modification or release of the owner or the Apartment from the obligation to pay the same. No Co-owner and no Apartment may be relieved of any assessment, whether or not notice has been given for any cause or for any reason whatsoever, except by payment in full plus interest.

ARTICLE VII INSURANCE

7.1 Casualty Insurance. The Association shall furnish and maintain in full force and effect one or more policies of standard fire and extended coverage insurance. Such policies shall provide in the aggregate, coverage for the full insurable replacement costs of all Apartments and common elements excluding furniture, furnishings and other personal property. Such policies shall be written in the name, and all proceeds shall be payable to, the Board of Administrators of the Association, as trustee, for the benefit of Co-owners and holders of liens on Apartments as their interest may appear. Such policy shall provide for separate protection for each Apartment and all fixtures and built-in equipment (known to the Association's insurers and not expressly excluded from coverage after notice to the Co-Owner affected) and shall provide, at Co-owner's request, for separate loss payable clauses in favor of any mortgage or trust deed beneficiary having an interest in the Apartment subject to the terms of these By-Laws and the Master Deed. Such policy may also provide for

separate coverage on some or all of the common elements. The aggregate interest which all Co-owners and lienors of any single Apartment may claim against the trust on account of any separate insurance coverage which the Association may obtain on any common element shall not exceed that proportion which the basic value of such Apartment bears to the total basic value of the Condominium Regime. Such policy shall permit the waiver of subrogation and shall provide that the insurance company or companies will not look to the Board of Administrators, or any Co-owner for the recovery of any loss under such policy or policies. A copy or duplicate of such policies shall, at Co-owner's request, be deposited with any holder of a consensual lien. Such policies shall be non-cancellable except upon ten (10) days prior written notice to all holders of consensual liens.

7.2 Other Insurance. In addition, insurance shall be procured for worker's compensation coverage (where and when applicable) and such other insurance as the Association may deem advisable from time to time including, but not limited to, public liability insurance in such amounts as the Board of Administrators may from time to time determine.

7.3 Premiums. Insurance premiums shall be deemed common element expenses.

7.4 Co-owner Insurance. Each Co-owner may obtain additional insurance at his own expense provided that the liability of the carriers issuing insurance to the Association is not affected or diminished by reason of such additional insurance. All policies of insurance obtained by Co-owners must, however, contain waivers of subrogation and provide that the insurance company shall not look to the Board of Administrators or any Co-owner for recovery of any loss under such policy or policies.

ARTICLE VIII DAMAGE, DESTRUCTION OR OBSOLESCENCE

8.1 Association as Attorney-in-fact. These By-Laws hereby make and constitute irrevocably, the Association as attorney-in-fact for and on behalf of each present and future Co-owner and every other person having or any time hereafter obtaining any interest of any kind in any Apartment or any part of the Property, with full power and authority to deal with the Property and any insurance proceeds therefrom in the event of damage, destruction or obsolescence to the Property or any part thereof, or in the event the Property or any part thereof requires repair, construction, improvement or maintenance. Title to all Apartments is hereby declared and expressly made subject to the terms and conditions hereof and acceptance by any grantee or other person of any deed or other instrument of conveyance or conveying any interest in any part of the Property shall constitute the appointment of the Association as true and

lawful attorney-in-fact to act in such person's place and stead for the purpose of dealing with the Property upon its damage, destruction or obsolescence or in the event all or any part of the Property requires repair, construction, improvement or maintenance. As attorney-in-fact, the Association, by and through its President and Secretary or Assistant Secretary, or such other person as is duly authorized by the Association, shall have full and complete authority to make, execute and deliver any contract, deed or other instrument with respect to the interest of a Co-owner which are necessary and appropriate to exercise the powers granted in this Section. Repair and reconstruction of the Condominium Regime, as used in this Article shall mean restoring and improving the Condominium Regime to substantially the same conditions which existed prior to the time damage or destruction occurred or the need for repair, construction, improvement or maintenance arose, with each Apartment and the common elements, if any, having substantially the same vertical and horizontal boundaries as before.

8.2 Mandatory Reconstruction. In the event of damage or destruction due to fire or other casualty, which is determined by the Board of Administrators to be less than sixty-six and two thirds percent ($66 \frac{2}{3}\%$) of the total replacement costs of the Condominium Regime, not including land, the Association shall proceed promptly to repair and reconstruct such damage or destruction as attorney-in-fact for the Co-owners, and the Association shall have full authority to deal with insurance proceeds received in connection with such damage or destruction to effect such repairs and reconstruction. Any insurance proceeds in the possession of the Association after all repairs and replacements have been made shall be used by the Association to pay common element expenses. In the event insurance proceeds are insufficient to repair and reconstruct the improvements, the Association shall levy a special assessment upon the Apartments and Co-owners to provide an amount sufficient to complete such repairs and reconstruction.

8.3 Optional Reconstruction. In the event of damage or destruction due to fire or other casualty, which is determined by the Board of Administrators to be greater than sixty-six and two thirds percent ($66 \frac{2}{3}\%$) of the total replacement cost of the Condominium Regime, not including land, the Association will proceed to repair and reconstruct such damage and destruction only if Co-owners of Apartments representing seventy-five percent (75%) of the total basic value of the Condominium Regime and a majority of consensual lienors, by number, agree in writing to such repairs and reconstruction within one hundred (100) days after the date such damage or reconstruction becomes complete. In the event repair and reconstruction is authorized as aforesaid, the Association shall have full authority, as attorney-in-fact of all Co-owners to deal with insurance

proceeds to effect such repairs and reconstruction. Any insurance proceeds in the possession of the Association after all repairs and replacements have been made shall be used by the Association to pay common element expenses. In the event insurance proceeds are insufficient to repair and reconstruct the improvements, the Association shall levy a special assessment to provide an amount sufficient to complete such repairs and reconstruction. If the consent of Co-owners is not given as aforesaid, then the Condominium Regime shall be deemed waived, and the Property shall be subject to a partition action and may be sold. In the event of sale, the proceeds, along with the proceeds of any insurance, if any, shall be credited to each Apartment in that proportion which the basic value of such Apartment bears to the total basic value of the Condominium Regime.

8.4 Obsolescence. At the request of the Board of Administrators or Co-owners and consensual liens of Apartments representing at least fifty-one percent (51%) of the total basic value of the Condominium Regime, the Secretary shall issue notice of a special meeting of the members of the Association to consider the question of whether or not the condominium buildings are obsolete. If at such meeting, Co-owners of Apartments representing eighty percent (80%) or more of the total basic value of the Condominium Regime vote in favor of a Resolution declaring the Condominium Regime obsolete, the Secretary shall forthwith issue notice of a second special meeting of members to be held not less than sixty (60) nor more than ninety (90) days from the date of such meeting. During such period the Board of Administrators shall commission such studies by experts as the Administrators shall deem advisable to estimate the cost of remodeling and reconstructing the Condominium Regime, the amount of reserves accrued by the Association to date, and the amount, if any, of estimated special assessments which would be necessary to cover any deficiency between available reserves and the remodeling and reconstructing costs. During such period the Board of Administrators shall also make studies, with the aid of such experts as it deems advisable, pertaining to the projected sale of the Condominium Property including, without limitation, potential sales price; projected distribution of sale proceeds; Association reserves; and other funds available to the Association should the Condominium Regime be sold. At the second special meeting, the Board of Administrators shall present their studies to the Co-owners, and any Co-owner may also present a plan. The Co-owners of Apartments constituting the total basic value of the Condominium Regime may adopt a plan of remodeling and reconstruction or plan of sale in accordance with the proposals of the Board of Administrators or otherwise. Any plan so adopted must be approved in writing by at least fifty-one percent (51%) in number and sixty-six and two-thirds percent

(66 2/3%) in amount of outstanding secured indebtedness owed to the holders of consensual liens as of the date of the adoption of the plan, and no such plans shall go into effect until such approval has been obtained. In the event that a plan of remodeling or reconstruction is adopted by the Co-owners and approved by lienholders as hereinabove set forth, the Board of Administrators as attorney-in-fact for all Co-owners and lienors shall forthwith proceed to remodel and reconstruct the improvements. In the event the Association's reserves are insufficient to pay the costs of such remodeling and reconstruction, the Association shall levy a special Assessment to provide an amount sufficient to complete such repair and reconstruction. In the event that a plan of sale is adopted by the Co-owners and subsequently approved by lienholders as hereinabove set forth, the Board of Administrators shall forthwith record a Notice setting forth the resolution calling for sale adopted by the Co-owners and shall proceed to offer the entire Property for sale. In all such matters the Association shall have full authority as attorney-in-fact of all Co-owners to offer the Property for sale. Terms of sale must be approved by Co-owners and consensual lienholders of Apartments representing a majority of the total basic value of the Condominium Regime. All funds and reserves held by the Association including proceeds from sale of the Condominium Regime shall be divided by the Association such that all those having an interest in each Apartment shall receive in the aggregate that proportion which the total basic value of such Apartment bears to the total basic value of the Condominium Regime.

8.5 Condemnation. In the event of a taking by condemnation or eminent domain of all or any part of the common elements, the award made shall be paid to the Board of Administrators, and shall be used by the Board of Administrators first to replace the common elements which have been taken, if feasible, and second to pay common element expenses; PROVIDED HOWEVER, that if Co-owners of Apartments representing eighty percent (80%) or more of the total basic value of the Condominium Regime do not approve the aforesaid use of such proceeds within sixty (60) days after the date of the award, such proceeds shall forthwith be disbursed to each Apartment and each consensual lienholder having a lien thereon in that proportion to which the Apartment's basic value bears to the total basic value of the Condominium Regime.

8.6 Assessments During Reconstruction, Remodeling or Sale. Assessments for common element expenses shall not abate during the period of insurance adjustment, repair, reconstruction or remodeling nor prior to any sale of the Condominium Regime.

ARTICLE IX
REPAIR, REMODELING, MAINTENANCE AND UTILITIES

9.1 Apartment Maintenance, Repair, etc. Co-owners shall maintain and keep in good repair the entire surfaces of walls, ceilings and floors, including carpeting, tile, wall paper, paint or other coverings, fixtures, appliances, exterior doors, screening, windows, door glass, and storm doors, if any.

9.2 Common Element Repair. Except for annual and special assessments, no Co-owner shall be responsible for repairs to common elements arising as a result of a casualty, unless the casualty arises as a result of the act or neglect of such Co-owner or his tenant or the employees, agents, servants, invitees, or licensees of such Co-owner or tenant, in which case, such repairs shall be assessed to such Co-owner. All maintenance, including exterior window washing, lawn maintenance, snow removal, and maintenance, repairs and replacements to the common elements shall be made by the Association to be assessed to the Co-owners as a common element expense unless such maintenance, repair or replacement is required because of the act, negligence or misuse of a Co-owner or his tenant, or an agent, employee, servant, invitee or licensee of such Co-owner or tenant in which case, such expense shall be charged to the Co-owner.

9.3 Remodeling By Co-Owners. No Co-owner shall make any structural addition, alteration or improvement to his Apartment without first obtaining the written consent of the Board of Administrators of the Association. The Board of Administrators shall respond to any written request by a Co-owner for approval of structural additions, alterations or improvements within forty-five (45) days after written request is received by the Board members. Failure by the Association to respond to such a request within such time period shall constitute consent by the Board of Administrators to the proposed addition, alteration or improvement; no consent shall be implied for additional alterations or improvements which would be contrary to SECTION 11 of the Master Deed. All costs, expenses and charges relating to any such addition, alteration or improvement shall be the responsibility of the Co-owner. All application to any governmental authority for a permit to make such additions, alterations or improvements shall be executed by the Association only; however, neither the Board of Administrators nor the Association shall have any liability whatsoever 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. Notwithstanding the above, the Developer shall have the right to make additions, alterations and improvements to any Apartment without the consent of the Board of Administrators of the Association until such time as such Apartment has been initially sold by the Developer.

9.4 Approval. There shall be no additions or enlargements of common elements if such additions or enlargements will increase the budget of the Association by Ten Thousand Dollars (\$10,000.00) or more during a single fiscal year, unless and until such a proposal is approved in writing by the Co-owners of at least seventy-five percent (75%) of the total basic value of the Condominium Regime. All costs of alteration or enlargement, and all costs associated with amending the Master Deed shall be a common element expense and shall be collected by special assessment against Co-owners.

9.5 Utilities. Any heat, air conditioning, water, sewer, electricity, gas, power, or other similar services supplied to the Apartments and the common elements which are not separately metered for each Apartment shall be general common element expenses.

ARTICLE X RESTRICTIONS AND RESERVATIONS

10.1 Use Restrictions. The Apartments shall be used only for the purposes set forth in the Master Deed. The common elements shall only be used for furnishing the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Apartments. Without limiting the generality of the foregoing, no activity prohibited by the Master Deed shall be allowed in the Condominium Regime.

10.2 Rules and Regulations. Rules and Regulations for the use and occupancy of the Apartments and common elements may be promulgated and amended by the Board of Administrators from time to time with the approval of the Co-owners of Apartments constituting the majority of the total basic value of the Condominium Regime. Copies of such rules and regulations and amendments thereto shall be furnished by the Board of Administrators to each Co-owner prior to the time the same become effective. Initial rules and regulations, effective until amended by the Board of Administrators as hereinabove provided are attached hereto marked Exhibit "1" and incorporated herein by this reference.

10.3 Right of Access. Without qualifying or limiting the right of access given to the Association in the Master Deed, the Association by and through its agents, employees, servants, and independent contractors shall have a right of access to each Apartment for the purpose of making inspections or for the purpose of correcting any condition originating in such Apartment and threatening another Apartment or the common elements or for the purpose of installations, alterations or repairs to, the mechanical, electrical or other similar systems

in the Condominium Regime. Request for entry will be made in advance except in cases of emergency as set forth in the Master Deed. Entry of an Apartment will be made at a time reasonably convenient to the Apartment owner and the Association.

10.4 Abatement. The violation of any rule or regulation adopted by the Board of Administrators, or the breach of any of these By-Laws or any provision of the Master Deed shall give the Board of Administrators the right, in addition to any other rights set forth in these By-Laws, the Master Deed or available at law or in equity, to enter into the Apartment in which or as to which such violation or breach exists and to summarily abate or remove it at the expense of the Co-owner of such Apartment, and the Association shall not thereby be deemed guilty in any manner of trespass, conversion or other wrongful act; to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuation of such breach; to deny partially or wholly access to, benefit from or use of any or all of the facilities, functions or services provided by the Association, or suspend, partially or wholly all or any of the rights or privileges of membership or take any other disciplinary action directed by the Board of Administrators.

ARTICLE XI MORTGAGES AND OTHER LIENS

11.1 Notice to Board. Each Co-owner who grants a consensual lien on his Apartment shall notify the Board of Administrators of the name and address of his lienor and shall file a conformed copy of the note and lien with the Board of Administrators. The Board shall maintain such information in a book entitled "Apartment Mortgages".

11.2 Notice to Mortgagees. The Board of Administrators, when giving notice to a Co-owner of a default in paying assessments or other default under these By-Laws, the Master Deed or any rules and regulations and shall send a copy of such notice to the holder of any consensual lien covering such Apartment.

11.3 Examination of Books. Each Co-owner and each holder of a consensual lien on any Apartment shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once every three (3) months.

ARTICLE XII
TERMINATION OR AMENDMENT OF BY-LAWS

12.1 Termination. Except as provided in Section 8.3, Co-owners of Apartments representing seventy-five percent (75%) or more of the total basic value of the Condominium Regime shall have the right to terminate this Condominium Regime, provided the holders of all consensual liens of record against any Apartment agree to such termination in writing.

12.2 Amendment of By-Laws. These By-Laws may be amended by vote of Co-owners of Apartments representing sixty-six and two-thirds percent (66 2/3%) or more of the total basic value of the Condominium Regime; PROVIDED HOWEVER, that percentage voting requirements contained in these By-Laws shall not be amended by a lesser percentage vote than the percentage vote which is sought to be amended; and PROVIDED FURTHER, that the rights and prerogatives reserved to the Developer herein or in the Master Deed shall not be amended without Developer's written consent; and provided further that any such amendment is approved in writing by the holders of all consensual liens of record.

12.3 Amendment By Developer. Anything contained in these By-Laws or the Master Deed to the contrary notwithstanding until January 1, 1986 or until the Developer releases control of the Association, whichever first occurs, Developer reserves the right to supplement or amend these By-Laws for clarification, correction or otherwise, provided that any such supplement or amendment shall be approved by all holders of consensual liens of records against Apartments.

ARTICLE XIII
BOOKS AND RECORDS

13.1 Books. The Board of Administrators shall keep detailed records of the actions of the Board of Administrators and its managing agents. Minutes of the Board of Administrators, minutes of the meeting of members of the Association, and financial records and books of account of the Association, including a chronological list of receipts and expenditures as well as a separate account for each Apartment which, among other things, shall contain the amount of each assessment against such Apartment, the date when due, the amounts paid thereon, and balances remaining unpaid.

13.2 Reports. Reports in writing summarizing all receipts and expenditures of the Association shall be rendered by the Board of Administrators to all Co-owners at least annually. In addition, an annual report of the receipts and expenditures of the Association certified by an independent certified public accountant, shall be rendered by the Board of Administrators to all Co-owners and to all lien holders, on record requesting the same promptly after the end of each fiscal year.

ARTICLE XIV
MISCELLANEOUS

14.1 Notices. Unless otherwise specified, all notices shall be sent by registered or certified mail to the Board of Administrators in care of the managing agent or if there is no managing agent, to the office of the Board of Administrators or to such other address as the Board of Administrators may hereafter designate from time to time; and all notices to any Co-owner shall be sent by registered or certified mail to the building or to such other address as may have been designated by such Co-owner from time to time and in writing to the Board of Administrators. All notices shall be deemed to have been given when mailed except notices of change of address which shall be deemed to have been given when received.

14.2 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.

14.3 Caption. The captions contained in these By-Laws 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.

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

14.5 Nonwaiver. No restrictions, conditions, obligations or provisions contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of a number of violations or breaches thereof which may occur.

I, FRANK H. KULIG, the duly elected and acting Secretary of the Association hereby certify that the foregoing By-Laws, consisting of Articles I through IX, inclusive, constitute the By-Laws adopted by the members of the Association at their first meeting held on the 15th day of April, 1982, at 9:30 o'clock A.M. and as approved, amended and adopted by the Board of Administrators of the Association upon the same date at 10:00 o'clock A.M.

Frank H. Kulig

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AMENDMENT TO MASTER DEED
AND DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
ATRIUM CONDOMINIUM PROPERTY REGIME

THIS AMENDMENT is made this 30th day of November, 1982 by and among the undersigned constituting the owners owning seventy-five percent (75%) or more of the stated values and all of the mortgagees and trust deed beneficiaries having an interest in the Atrium Condominium Property Regime, a condominium property regime located in Douglas County, Nebraska.

WITNESSETH:

WHEREAS, the Master Deed and Declaration of Covenants, Conditions and Restrictions for the Atrium Condominium Property Regime (hereinafter referred to as the "Master Deed") was made and executed on or about January 13, 1982 by Atrium Associates, a Nebraska general partnership and recorded in the office of the Register of Deeds, Douglas County, Nebraska at Volume 1681, Book of Deeds, Page 116 covering Apartments 11303 through 11324, Atrium Condominium Property Regime, a condominium property regime in Douglas County, Nebraska; and

WHEREAS, the undersigned desire to amend the Master Deed as set forth herein.

NOW, THEREFORE, in consideration of the foregoing the undersigned do hereby amend the Master Deed as follows:

SECTION 11, USE OF PROPERTY, Subsection A.
"Use of Apartment" which reads as follows:

A. Use of Apartment. Each Apartment shall be used and occupied only as a business or professional office. No wholesale or retail sale of goods shall be allowed and no goods (except office and professional supplies and equipment and samples) shall be stored temporarily or permanently in any Apartment. No animals of any kind (except animals serving the handicapped) shall be allowed on the Property.

It is hereby amended to read as follows:

A. Use of Apartment. Each Apartment shall be used and occupied only as a business or professional office. No wholesale or retail sale of goods from stocks or inventories maintained on the premises shall be allowed, and no goods (except office and professional supplies and equipment, and samples) shall be stored temporarily or permanently in any Apartment. No animals of any kind (except animals serving the handicapped) shall be allowed on the Property.

Except as herein expressly amended the terms, conditions, covenants and restrictions set forth in the Master Deed are hereby reaffirmed by the undersigned.

IN WITNESS WHEREOF, the undersigned execute this document on the day and year first above written.

Atrium Associates,
a Partnership

[Signature]
Ventekken, Haughlin, Kulig & Lang
By *[Signature]* A. Kulig, partner

[Signature]
James d. McE
RALEIGH-LOWE PARTN.
By *[Signature]*

[Signature]
Donald L. Sutton

K & V Construction Co.,
a Nebraska corporation

[Signature]
Frank R. Kyei
C & C Partnership
By *[Signature]* L. Kyei, Partner
A+K LTD.
By *[Signature]* D. A. M. Sherman

[Signature]
Audrey D. Sutton

THE CONSERVATIVE SAVINGS AND
LOAN ASSOCIATION OF OMAHA,
NEBRASKA,

By *[Signature]* R. O. Dell J.P.

AMERICAN NATIONAL BANK, a
National Banking Association,

By *[Signature]* J. H. Harrison, Vice President

FIRST WEST SIDE BANK, a Nebraska
Banking Corporation,

By *[Signature]* R. M. Harrison

THE UNITED STATES NATIONAL BANK, a
National Banking Association,

By *[Signature]* J. H. Harrison, Vice President

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STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 2 day of DECEMBER, 1982, before
a Notary Public duly commissioned and qualified in and JAMES I. MOORE
said County and State, personally came RETHEN R. ROLER
general partner of RALEIGH ROUND RIVER to
personally known to be the identical person who signed
foregoing instrument, and acknowledged the execution
thereof to be his voluntary act and deed as such partner,
the voluntary act and deed of said general partnership.

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



Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 2 day of DECEMBER, 1982, before
a Notary Public duly commissioned and qualified in and
said County and State, personally came ELIOTT L. GUSEN
general partner of C+G PARTNERSHIP to
personally known to be the identical person who signed
foregoing instrument, and acknowledged the execution
thereof to be his voluntary act and deed as such partner,
the voluntary act and deed of said general partnership.

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

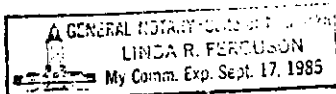


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 29th day of November, 1982, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Frank H. Kulig, general partner of Venteicher, Laughlin, Kulig & Lang to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such partner, and the voluntary act and deed of said general partnership.

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

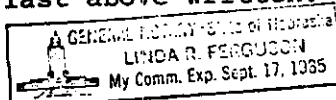


Linda R. Ferguson
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 30th day of November, 1982, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came George W. Venteicher, general partner of Strison Associates to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such partner, and the voluntary act and deed of said general partnership.

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

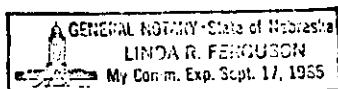


Linda R. Ferguson
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 30th day of November, 1982, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came George W. Venteicher, ~~general partner~~ ^{President} of K.V. Construction, Inc. to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such ~~partner~~ ^{officer}, and the voluntary act and deed of said ~~general partnership~~ ^{corporation}.

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



Linda R. Ferguson
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3rd day of December, 1982, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Marion Turner, to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

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



Andrew Jetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3 day of December, 1982, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came James M. Mikes, to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

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



David C. Edwards
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 2 day of December, 1982, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Frank Retpaci, to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

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

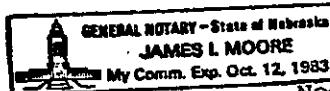


James I. Moore
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 2 day of DECEMBER 1982 before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came RONALD C. CLOSER of Conservative Savings and Loan Association of Omaha, Nebraska, to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation.

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

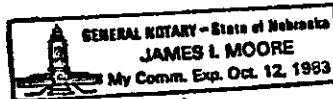


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 2 day of DECEMBER, 1982 before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came TERRY SWALKER of American National Bank to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation.

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

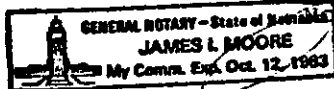


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3 day of December, 1982, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came RONALD T. SUTCH to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

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



Notary Public

On this 2 day of DECEMBER, 1982 before me,
a public duly commissioned and qualified in and for
the State, personally came FRANKIE CASE,
of First West Side Bank to me personally
known to be the identical person who signed the foregoing
instrument, and acknowledged the execution thereof to be his
voluntary act and deed as such officer, and the voluntary
act and deed of said Corporation.

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

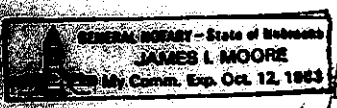


James L. Moore
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 2 day of DECEMBER, 1982 before me,
a public duly commissioned and qualified in and for
the State, personally came DUNN A. FERGUSON,
of The United States National Bank, to me
known to be the identical person who signed the
instrument, and acknowledged the execution thereof
voluntary act and deed as such officer, and the
act and deed of said Association.

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



James L. Moore
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this _____ day of December, 1982, before me, a
public duly commissioned and qualified in and for
the State, personally came AUBREY H. SUTHER
known to be the identical person who signed
instrument, and acknowledged the execution
be his voluntary act and deed.

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



James L. Moore
Notary Public

DOUGLAS COUNTY, NEBR.
REGISTERED
C. HAROLD OSTLER

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