

BY-LAWS

1. These are the By-Laws of Cryer Crest Townhomes Association, Inc., a Nebraska non-profit corporation with its registered office at 140 Univac Building, 7100 West Center Road, Omaha, Nebraska. These are also the By-Laws of Cryer Crest Townhomes Condominium Property Regime.
2. Seal. The corporate seal shall bear the name of the corporation and the words "Omaha, Nebraska, Corporate Seal."
3. Members. This corporation has been organized to provide a means of management for Cryer Crest Townhomes Condominium Property Regime No. _____ in Douglas County, Nebraska. Membership in the Association is automatically granted and restricted to record owners of apartments in said condominium regime. The vote on behalf of an apartment shall be in person by the record owner thereof, but if an apartment is owner by more than one person or by a corporation or other entity, such vote shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. No other form of proxy voting will be permitted. Each apartment shall be entitled to one vote except those apartments owned by The Kopecky Company shall be entitled to three votes while owned by said corporation and one vote after being sold or conveyed by said corporation.
4. The Annual Members' Meeting will be held on the third day of January of each year at 5:00 P.M. at The Kopecky Company, 1519 South 143rd Street for the purpose of electing a Board of Administrators and transacting any other business that may come before the meeting. No notice of annual meetings need be given.
5. Special Members' Meetings may be called by the President or Vice President or by a majority of the Board of Administrators and must be called upon receipt of written request from members holding at least two-thirds of the total basic value of the condominium regime. Notice of special meetings shall be given by ten days' written notice delivered or mailed to each apartment. Notices may be waived either before or after the meeting.
6. The President shall preside over members' meetings, and the Secretary shall keep the minute book wherein the resolutions shall be recorded.
7. A Quorum for members' meetings shall consist of persons owning a majority of the outstanding votes, but a meeting consisting of less than a quorum may by majority vote adjourn the meeting from time to time without further notice. The affirmative vote of persons owning a majority of the outstanding votes shall be required to adopt a decision on the part of the members.
8. The Affairs of the Association shall be managed by a Board of three Administrators (also known as Directors) elected by the members at each annual meeting of the members. Vacancies occurring in the Board shall be filled by the remaining administrators. Any administrator may be removed by a majority vote of the members, and the vacancy thus created may be filled by the members. The term of each administrator shall be until the next annual meeting of the members or until his successor is duly elected and qualified. A majority of the administrators shall constitute a quorum, and a majority vote

of administrators present at a meeting comprising a quorum shall constitute the act of the administrators. The Board of Administrators shall have authority for the care, upkeep and surveillance of the condominium buildings and its general or limited common elements or services and also the designation and dismissal of the personnel necessary for the works and the general or limited common services of the buildings. Compensation of administrators and of employees of the Association shall be fixed by the Board of Administrators. An administrator may be an employee of the Association, and a contract for management of the condominium may be entered into with an administrator.

9. The Annual Meeting of Administrators shall immediately follow the annual meeting of members. No notice of an annual meeting shall be required. Special meetings of administrators may be called by the President or by a majority of the administrators upon 24 hours' prior notice of the meeting given personally or by mail, telephone or telegraph.

10. The Officers of the corporation shall be elected by the administrators. Compensation of officers shall be fixed by the administrators. Any person may hold two or more offices, but no one person shall hold the office of President and Secretary. The officers of the Association shall consist of a President, Vice President, Secretary and Treasurer and such additional officers as the administrators shall deem necessary from time to time.

a. The President (or the Vice President in the absence or disability of the President) shall be the chief executive officer of the company; shall preside at meetings of members and administrators; shall execute all contracts and instruments; shall have general management of corporate affairs and shall carry out all orders of the Board of Administrators.

b. The Secretary shall record the minutes of meetings of administrators and members, shall have custody of the corporate seal and affix it to such instruments as are authorized by the administrators, and shall perform such other duties prescribed by the President or the administrators.

c. The Treasurer shall have custody of corporate funds and securities; shall account for all corporate receipts and disbursements, and shall perform such other duties prescribed by the President or the administrators.

11. Budget. The Board of Administrators shall adopt a budget for each calendar year which shall include the estimate of funds required to defray common expenses in the coming year and to provide funds for current expenses, reserves for deferred maintenance, reserves for replacement, and reserves to provide a working fund or to meet anticipated losses. The budget shall be adopted in November of each year for the coming calendar year, and copies of the budget and proposed assessments shall be sent to each member on or before December 31 preceding the year for which the budget is made. Budgets may be amended during a current year where necessary, but copies of the amended budget and proposed increase or decrease in Assessments shall be sent to each member as promptly as possible. There shall be no enlargement of the common elements or additional structures built as part of the common elements if such enlargement or additional construction costs more than \$ _____ unless and until such proposal is approved in writing by co-owners representing



BK 1398 PG 481-482



MISC 2001 14345

CLERK OF DISTRICT COURT
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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CORRECTIVE AFFIDAVIT

State of Nebraska)
)ss
County of Douglas)

~~FEE FB~~
~~BKP C/O COMP~~
~~DEL SCAN FV~~

COMES NOW, Douglas W. Ruge, Attorney for the Cryer Crest Townhomes Condominium Property Regime ("Association") and for this Corrective Affidavit, correcting legal description for the Restated Bylaws and Restated Master Deed of the Association, states and alleges as follows:

1. That I am the attorney for the regime.
2. That the Restated Bylaws of the Cryer Crest Townhomes Association, Inc. ("Restated Bylaws") was filed in Book 1393, Pages 429-437 in the office of the Register of Deeds, Douglas County, Nebraska on or about the 7th day of August, 2001 and, due to a scrivener's error, the legal description was incorrectly noted and the correct legal description should have been:

***Units 1-27, inclusive, Cryer Crest Townhomes Condominium Property Regime,
Omaha, Douglas County, Nebraska.***

3. That the Restated Master Deed of the Cryer Crest Townhomes Association, Inc. ("Restated Master Deed") was filed in Book 1393, Pages 409-428 in the office of the Register of Deeds, Douglas County, Nebraska on or about the 7th day of August, 2001

Doug Ruge
14769 California St
Omaha, NE 68154
✓2679

MISC
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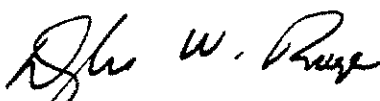
FEE ⁵⁰135 FB 60-08450
BKP C/O COMP LM
DEL SCAN CR FV

and, due to a scrivener's error, the legal description was incorrectly noted and the correct legal description should have been:

***Units 1-27, inclusive, Cryer Crest Townhomes Condominium Property Regime,
Omaha, Douglas County, Nebraska.***

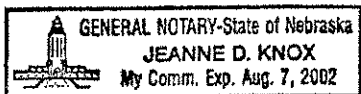
4. That in the Restated Master Deed and Restated By-laws, legal descriptions should be corrected accordingly and are hereby corrected accordingly.

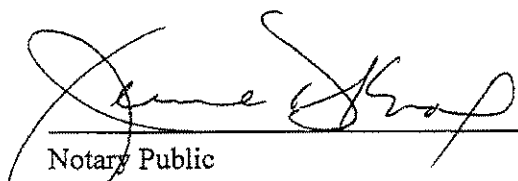
FURTHER affiant sayeth not.



Douglas W. Ruge

The foregoing instrument was acknowledged before me this 28 day of August, 2001
by Douglas W. Ruge.





Notary Public



BK 1383 PG 408-428



MISC 2001 11950

REGISTER OF DEEDS
SOUTHERN COUNTY, NE.

2001 AUG -7 PM 4:01

RECEIVED

THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

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Misc. FEE 108.⁰⁰ FB 60-08450
20 BKP _____ C/O _____ COMP *EL*
17 DEL _____ SCAN *EL* FV _____

Ret: *Doug W. Ruge.*
14769 California St.
Omaha NE 68154.

12667 + 2596.

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**RESTATED MASTER DEED CREATING
CRYER CREST TOWNHOMES CONDOMINIUM PROPERTY REGIME**

THIS MASTER DEED AND DECLARATION made this 22nd day of March, 2001, by
CRYER CREST TOWNHOMES CONDOMINIUM PROPERTY REGIME, for itself, its
successors, grantees and assigns,

WITNESSETH:

1. The purpose of this Master Deed is to submit the lands herein described and the improvements to be built thereon to the condominium form of ownership and use in the manner provided by Sections 76-801 et. seq., R.R.S. Nebraska (herein called "Condominium Act"), and the name by which this condominium is to be identified is Cryer Crest Townhomes Condominium Property Regime.
2. The lands owned by the Developer which are hereby submitted to the condominium regime are described as follows:

Lots 8, 9, 10 and 11, Block 6, Happy Hollow View Addition, an
addition in Douglas County, Nebraska as surveyed platted and
recorded.

a/k/a Units 1-17, inclusive, Cryer Crest Townhomes
Condominium Property Regime, Omaha, Douglas County, Nebraska.

3. Any prior Master Deeds, and Amendments to any prior Master Deeds, including, but not limited to, the Master Deed located in Book 1467 Page 463 and the First Amendment to the Master Deed located in Book 572 Page 76 in the Register of Deeds of Douglas County are hereby rescinded and revoked; provided, however, Paragraph 4 of the Master Deed in Book 1467 Page 463 is hereby adopted and approved along with the plans referenced in that Paragraph.
4. The definitions set forth in Section 76-802, R.R.S. Nebraska shall govern this Master Deed and the attached Bylaws.

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5. The condominium regime will consist of 17 buildings, which will vary, in height from one to two stories. The buildings will contain a total of 27 units, which may only be used for residential purposes. The condominium will also include automobile garages, parking areas, gardens and landscaping. The total ground floor area of all building (including garages) aggregates 32,236 square feet and the total land area aggregates 145,799 square feet. Said buildings and improvement together with their location on the land and the area and location of each unit are more particularly described in the plans, which are attached hereto and recorded with this Master Deed.
 6. The general common elements of the condominium are described as follows: the land on which the buildings stand including all of the surrounding lands embraced within the legal description specified above; the exterior surfaces of all buildings except for screening, windows, storm windows and exterior doors including garage doors, exterior water taps which may be used by the co-owners' association for watering and maintenance of common areas; the foundations, common walls, roofs, guttering, chimney caps, yards and gardens, except that any yard areas that may be included with patios or decks delineated on the attached plans shall not be common elements; drives, walks, parking areas and all parts of the property and improvements which are not located within the units as shown on the attached plans. Air conditioning compressors or units or heat pumps are not common elements but are part of each townhome and shall be maintained and replaced as needed by each owner. Each unit owner shall be responsible for the repair, maintenance and replacement of all exterior windows and doors including garage doors and the mechanical operators thereof; it being understood that the only common area maintenance of exterior doors shall be the painting or finishing of the exterior surfaces thereof at such time as painting is deemed necessary by the Board on every unit. If any owner fails to repair, maintain or replace the exterior of an owner's unit as required in this Master Deed and the Bylaws described below, the Association may perform such work, invoice the owner therefore and secure and enforce a claim

and lien therefore against the owner and his unit in like manner as a delinquent assessment for common element expense.

7. It shall be deemed that the percentage which each unit shall share in the expenses or assessments shall be equal. Each unit's entitlement for repair under insurance policies or proceeds shall be governed by the terms of such insurance policies. The original total value of the entire condominium regime was \$822,000.00.
8. The following covenants, conditions and restrictions relating to this condominium regime shall run with the land and bind all co-owners, tenants of such owners, employees and any other persons who use the property, including the persons who acquire the interest of any co-owner through foreclosure, enforcement of any lien or otherwise:
 - a. Cryer Crest Townhomes Associations, Inc., a Nebraska non-profit corporation, has been incorporated to provide a vehicle for the management of the condominium. Each co-owner shall automatically be deemed a member of said Association. The Bylaws of said Association are also the Bylaws of this condominium and are recorded simultaneously herewith.
 - b. The common elements are for the use and enjoyment of all co-owners. The ownership of the common elements shall remain undivided, and no person or co-owner shall bring any action for the partition or division of the common elements. The Board of Directors shall from time to time establish rules and regulations for the use of the common elements, and all co-owners and users shall be bound thereby. The Board of Directors shall have the sole jurisdiction over and responsibility for making alterations, improvements, repairs and maintenance of the common elements. The share of a co-owner in the common elements is appurtenant to his unit and inseparable from unit ownership. Assessments against co-owners for insurance, common element expenses and reserves and for other expenses incurred by the Association

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shall be made pursuant to the Bylaws. Assessments paid within ten days after the date when due shall not bear interest, but all sums not paid within said ten-day period shall bear interest from the due date at the highest rate which is not usury under the laws of the State of Nebraska from due date until paid. If any co-owner shall fail or refuse to make any payment of such assessments when due, the amount thereof plus interest shall constitute a lien upon the co-owner's interest in his unit and in the property, and upon the recording of such lien by the Association in the Register of Deeds of Douglas County, Nebraska, such amount shall constitute a lien prior and preferred over all other liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the unit and except prior duly recorded mortgage and lien instruments. Any co-owner failing or refusing to make any such payment shall be liable to the Association for all costs and attorney fees and reasonable administrative expenses in collecting any amount owed.

c. Each co-owner shall be responsible:

- (1) To maintain, repair and replace at his expense all portions of his unit which are not included in the definition of common elements.
- (2) To refrain from painting, decorating or changing the appearance of any portion of the exterior of the unit building, unless approved by the Association in writing.
- (3) To promptly report to the Association any defect or need for repairs which are the responsibility of the Association

d. Each unit shall be used and occupied only by one family, its servants and guests as a residence and for no other purpose. No unit may be subdivided into a smaller unit nor any portion thereof sold or transferred. No unit may

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be combined in whole or in part with other units or sold or transferred as such.

- e. No practice or use shall be permitted on the condominium property or in any unit, which shall be an annoyance to other owners or residents of the area or which shall interfere with their peaceful use and enjoyment of their property, including, but not limited to, frequent traffic from vendors or customers in connection with a home office. Except with special advance authorization of the Board, no vehicles shall be parked on the common elements, except designated parking areas and no vehicle repairs, other than emergency repairs or repairs of a minimal nature needed to be performed to move a vehicle off the property shall be allowed in the condominium regime. No vehicles shall be parked or stored on blocks or other such devices on the common elements or other portion of the condominium regime. No vehicles shall be parked as to obstruct the fire lanes or roadways as may exist within the condominium regime. The Board is expressly authorized to tow away, at the offending owner's expense, any vehicle referred to in this section which is in violation hereof or which is placed on the common elements in violation of the rules and regulations governing parking as may be adopted by the Board of Directors. No boats, boat trailers, campers, canoes, recreational vehicles, vehicles used primarily for recreational purposes, vehicles used primarily for commercial purposes shall be stored, allowed to remain, or parked on the condominium, except in an area, if any, designated by the Board of Directors or except as otherwise permitted by the Association or Board of Directors. The above and foregoing list does not limit the list of annoyances. The list of annoyances may be broader than the list as mentioned and the Board or Association may adopt rules pertaining to specific annoyances. All portions of the property and of the units shall be kept clean and sanitary and no use thereof shall be made which constitutes a violation of any laws, zoning ordinances, governmental regulations or regulation of the Association.

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- f. No unit owner may sell or lease his unit or any interest therein without prior notice to the Association. This provision shall not affect transfer by death, but any person inheriting such unit shall be subject to the restrictions herein on subsequent transfer. An owner intending to make a sale or lease of his unit shall give the Association written notice thereof together with the proposed price and terms of such sale or lease, also providing, if engaged, the name of real estate listing agent, his/her company name and phone number. In event of sale, the treasurer of the Board shall provide to the listing agent a copy of the Master Deed and Bylaws, an authorization form for electronic deposit of monthly assessment by new owner, and any other such Association documents as required by law and as would apply to the ownership of a townhome in Cryer Crest, to be presented to the new owner at time of transfer of the deed or earlier if required.
- g. The condominium regime and all units therein are intended for the sole occupancy of the owners thereof as provided in "8d." above; provided, however, units may be leased or rented subject to written notice to and approval by the Association Directors as hereinafter set forth. Only a maximum of four (4) units or 15% of the total condominium regime, whichever is less, may be leased or rented at any one time. Any unit owner desiring to lease or rent his/her unit under the subparagraph shall advise the Association directors in writing thereof no later than sixty (60) days prior to the proposed effective date of any such lease or rental. The Directors shall thereupon determine the total number of units being leased or rented thereunder and, to the extent less than four (4) units or 15% of the condominium regime, whichever is less is so leased or rented, shall permit such proposed lease or rental so long as it does not exceed the maximum amount allowed above. Otherwise, such proposed lease or rental shall be rejected. The owner must provide a copy of the current lease/rental agreement to the Board, and all lessees/renters must abide by the condominium Master Deed and Bylaws rules and regulations.

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- h. Co-owners representing three-fourths or more of the total units of the condominium regime may at any time in writing, duly acknowledged and recorded, effect an amendment to this Master Deed; provided that such modification shall not be binding upon any existing mortgage holders of record unless such mortgage holder likewise consents to such modification in writing.
 - i. For all purposes in the Master Deed and Bylaws, each unit shall only be entitled to one vote whether such unit has one or more owners.
 - j. This condominium regime may be terminated or waived by written agreement of unit owners representing three-fourths or more of the total units of the condominium regime and by all lien holders of record; which agreement shall be acknowledged and recorded in the Register of Deeds and termination shall be effective as of recording date. Following termination, the property may be judicially partitioned and sold upon the petition of any unit owner, but if co-owners representing three-fourths of the total units of the condominium regime agree in writing to sell or otherwise dispose of the condominium property, then all unit owners shall be bound to execute such deeds or other documents reasonably necessary to effect such sale or disposition when and as required by the Board of Directors of the Association. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition.
 - k. Special Provisions. Household pets within the condominium will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time to time. All garage doors shall be closed when not in use or occupied. No garbage cans or trash receptacles are to be permitted outside. Private barbecue grills may not be used in the common areas and outside use or storage of barbecue grills will be subject to

regulation, restriction or exclusion by the Association. Automobile parking will be subject to regulation and restriction by the Association.

I. All notices required hereby shall be sent by First Class United States Mail or electronic mail or similar means.

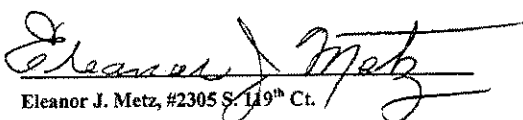
(1) To an owner at his last-known address on the books of the Association.

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

m. If any part of this Agreement shall be unenforceable, the remaining portions of this agreement shall be enforced so as to most nearly construe the intent of the document without the violating of any laws.

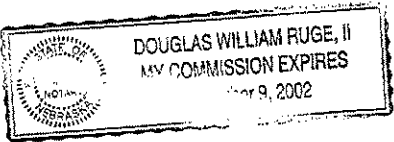
(1) Said condominium property regime hereby wholly adopts any requirements under the Nebraska Condominium Property Act.

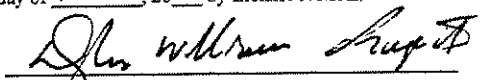
The undersigned are members representing three fourths of the unit owners.


Eleanor J. Metz, #2305 S. 149th Ct.

State of Nebraska)
)ss
County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2001, by Eleanor J. Metz.

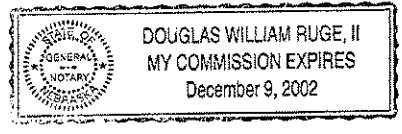



Notary Public

Blanche Rawe
Blanche Rawe, #2306 S. 119th Ct.

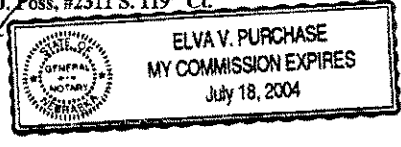
State of Nebraska)
County of Douglas)ss
)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Blanche Rawe.



Douglas William Ruge II
Notary Public

E. J. Poss
E. J. Poss, #2311 S. 119th Ct.

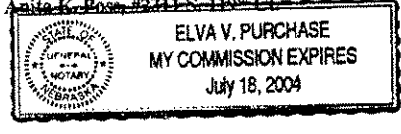


State of Nebraska)
County of Douglas)ss
)

The foregoing instrument was acknowledged before me on 26 day of March, 2001 by E. J. Poss.

Elva V Purchase
Notary Public

Anita K. Poss
Anita K. Poss, #2311 S. 119th Ct.



State of Nebraska)
County of Douglas)ss
)

The foregoing instrument was acknowledged before me on 26 day of March, 2001 by Anita K. Poss..

Elva V Purchase
Notary Public

Gordon Berger
Gordon Berger, #2312 S. 119th Ct.

State of Nebraska)
County of Douglas)ss
)

MASTER DEED CREATING

CRYER CREST TOWNHOMES CONDOMINIUM PROPERTY REGIME

THIS MASTER DEED AND DECLARATION made this 19th day of October, 1972, by THE KOPECKY COMPANY, a Nebraska corporation, (herein called "Developer"), for itself, its successors, grantees and assigns,

W I T N E S S E T H :

1. The purpose of this Master Deed is to submit the lands herein described and the improvements to be built thereon to the condominium form of ownership and use in the manner provided by Sections 76-801 through 76-823, R.R.S. Nebraska (herein called "Condominium Act"), and the name by which this condominium is to be identified is Cryer Crest Townhomes Condominium Property Regime.
2. The lands owned by the Developer which are hereby submitted to the condominium regime are described as follows:
 Lots 8, 9, 10 and 11, Block 6, Happy Hollow View Addition, an addition in Douglas County, Nebraska as surveyed, platted and recorded.
3. The definitions set forth in Section 76-802, R.R.S. Nebraska shall govern this Master Deed and the attached By-Laws.
4. The condominium will consist of 17 buildings which will vary in height from one to two stories. The buildings will contain a total of 27 units which may only be used for residential purposes. The condominium will also include automobile garages, parking areas, gardens and landscaping. The total ground floor area of all buildings (including garages) aggregates 32,236 square feet and the total land area aggregates 145,799 square feet. Said buildings and improvements together with their location on the land and the area and location of each unit are more particularly described in the plans which are attached hereto and recorded with this Master Deed.
5. The general common elements of the condominium are described as follows: the land on which the buildings stand including all of the surrounding lands embraced within the legal description specified above; the exterior surfaces of all buildings except for screening, window glass and exterior doors including garage doors, exterior water taps which may be used by the co-owners association for watering and maintenance of common areas; the foundations, common walls, roofs, yards and gardens, except that any yard areas that may be included within patios or decks delineated on the attached plans shall not be common elements; drives, walks, parking areas and all parts of the property and improvements which are not located within the units as shown on the attached plans. Air conditioning compressors or units are not common elements but are part of each apartment and shall be maintained and replaced as needed by each owner. Each unit owner shall be responsible for the repair, maintenance and replacement of all exterior doors including garage doors and the mechanical operators thereof; it being understood that the only common area maintenance of exterior doors shall be the painting or finishing of the exterior surfaces thereof. If any

owner fails to repair, maintain or replace the exterior of his unit as required in this Master Deed and the By-Laws described below, the Association may perform such work, invoice the owner therefor and secure and enforce a claim and lien therefor against the owner and his unit in like manner as a delinquent assessment for common element expense.

6. The total value of the entire condominium regime is \$822,000.00, and the basic value of each unit together with the percentage which each unit shall share in the expenses of and the rights in the common elements are as follows:

<u>UNIT NUMBER</u>	<u>BASIC VALUE</u>	<u>PERCENTAGE</u>
1	\$ 31,000	3.8
2	30,000	3.6
3	30,000	3.6
4	30,000	3.6
5	30,000	3.6
6	30,000	3.6
7	31,000	3.8
8	30,000	3.6
9	31,000	3.8
10	31,000	3.8
11	30,000	3.6
12	31,000	3.8
13	31,000	3.8
14	31,000	3.8
15	30,000	3.6
16	30,000	3.6
17	30,000	3.6
18	32,000	3.9
19	30,000	3.6
20	31,000	3.8
21	30,000	3.6
22	30,000	3.6
23	30,000	3.6
24	30,000	3.6
25	30,000	3.6
26	31,000	3.8
27	31,000	3.8

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

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

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

appurtenant to his unit and inseparable from unit ownership. Assessments against co-owners for insurance, common element expenses and reserves and for other expenses incurred by the Association shall be made pursuant to the By-Laws. Assessments paid within ten days after the date when due shall not bear interest, but all sums not paid within said ten-day period shall bear interest at the highest legal rate from due date until paid. If any co-owner shall fail or refuse to make any payment of such assessments when due, the amount thereof plus interest shall constitute a lien upon the co-owner's interest in his unit and in the property, and upon the recording of such lien by the Association in the Register of Deeds of Douglas County, Nebraska, such amount shall constitute a lien prior and preferred over all other liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the unit and except prior duly recorded mortgage and lien instruments.

c. Each co-owner shall be responsible:

- (1) To maintain, repair and replace at his expense all portions of his unit which are not included in the definition of common elements.
- (2) To refrain from painting, decorating or changing the appearance of any portion of the exterior of the unit building; unless approved by the Association in writing.
- (3) To promptly report to the Association any defect or need for repairs which are the responsibility of the Association.

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

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

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

disclosed to the Association. The above provisions regarding approval of transfers shall not apply to acquisition of ownership through foreclosure of a mortgage upon a unit.

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

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

i. Special Provisions. Household pets within the condominium will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time to time. All garage doors must remain closed at all times except when cars are entering or exiting the garage space. No garbage cans or trash receptacles are to be permitted outside. Private barbecue grills may not be used in the common areas, and outside use or storage of barbecue grills will be subject to regulation, restriction or exclusion by the Association. Automobile parking will be subject to regulation and restriction by the Association.

j. All notices required hereby shall be in writing and sent by certified or registered mail -- return receipt requested.

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

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

EXECUTED the date first above written.

THE KOPECKY COMPANY

By [Signature]
President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On the day and year last above written, before me,
the undersigned a Notary Public in and for said County, personally

came R. J. Kopecky, President of The Kopecky Company, to me personally known to be the President and the identical person whose name is affixed to 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 the said corporation.

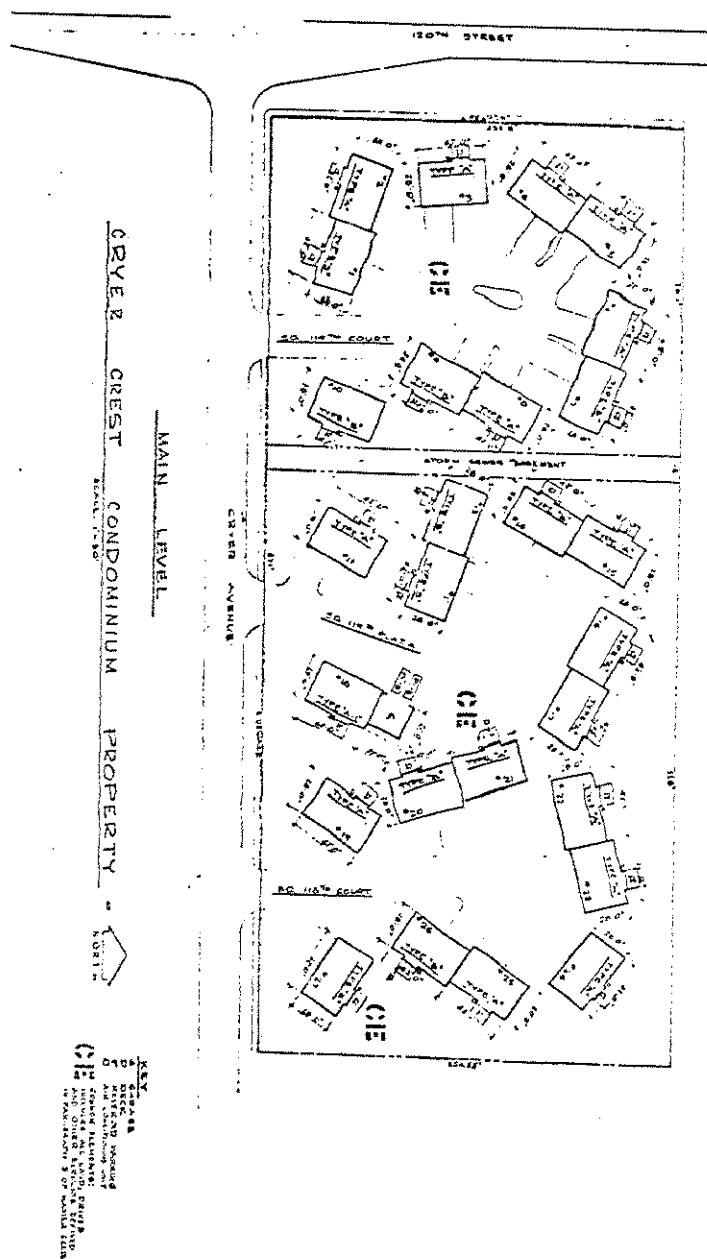
WITNESS my hand and Notarial Seal at Omaha, Nebraska, in said County, the day and year last above written.



Patricia J. Clark
Notary Public

My commission expires:

June 6, 1976



OF

CRYER CREST TOWNHOMES ASSOCIATION, INC.

In accordance with the By-Laws of Cryer Crest Townhomes Association, Inc., a Nebraska non-profit corporation, recorded in Miscellaneous Book 558, Page 505, in the Register of Deeds of Douglas County, Nebraska, the undersigned, being the President of the Association, and the owners of more than 75 percent of both the number and of the basic value of the condominium regime, hereby partially amend said By-Laws as follows:

- 1) Paragraph 8 of said By-Laws is wholly amended as follows:

"8. The Affairs of the Association shall be managed by a Board of four Administrators (also known as Directors) elected by the members at each annual meeting of the members. Vacancies occurring in the Board shall be filled by the remaining administrators. Any administrator may be removed by a majority vote of the members, and the vacancy thus created may be filled by the members. The term of each administrator shall be until the next annual meeting of the members or until his successor is duly elected and qualified. A majority of the administrators shall constitute a quorum, and a majority vote of administrators present at a meeting comprising a quorum shall constitute the act of the administrators. The Board of Administrators shall have authority for the care, upkeep and surveillance of the condominium buildings and its general or limited common elements or services and also the designation and dismissal of the personnel necessary for the works and the general or limited common services of the buildings. Compensation of administrators and of employees of the Association shall be fixed by the Board of Administrators; provided, that all compensation provided for administrators and fixed by the Board of Administrators must be approved by two-thirds of the members of the Association. Compensation of an employee, fixed by the Board of Administrators need not be approved by a vote of the members. An administrator may be an employee of the Association, and a contract for management of the condominium may be entered into with an administrator."

- 2) Except as above provided, said original and First Amendment of the By-Laws remain unchanged and in full force and effect.

EXECUTED this 15th day of JANUARY, 1981.

CRYER CREST TOWNHOMES ASSOCIATION, INC.
A Nebraska non-profit corporation

By Alan C. Brown
President

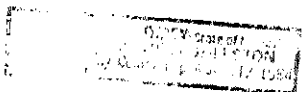
ATTEST:

Norman D. Roy
Secretary

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 15th day of JANUARY, 1981, before me, the undersigned, a notary public, personally came ALAN C. BROWN, President of the Cryer Crest Townhomes Association, Inc., a Nebraska non-profit corporation, to me personally known to be the President and identical person whose name is affixed to the above amendment, and he acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation.

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



Ray W. Hiltner
Notary Public

OWNER

UNIT OWNED IN CRYER CREST
TOWNHOMES CONDOMINIUM PROPERTY REGIME

Alan Brown

Unit 2305 S 119 Plaza

Norman D. Foy
Foy Fiddler Co.

Unit 2312 So 119th Ct.

Harold Vidalester

Unit 2325 S 119th Plaza

Shirley Braxton

Enelyn Rowline

Unit 2311 S 119 Plaza

Dorothy Harrow

Unit 2324 So 119th Plaza

Helen Jones

Unit 2320 So 118 Ct

Phoebe J. Roach

Unit 2314 South 118th Court

Ann C. Burdette

Unit 2318 So 119 Plaza

Hampden Lee

Hampden Lee

Unit 2308 So 118th Court

Charles Lieb

Lillian K. Lieb

Unit 2311 So 118 CT

E. J. East

Anita K. Pass

Unit 2311 So 119th Ct

Eleanor J. Mith

Unit 2305 South 119th Court

OWNER

UNIT OWNED IN CRYER CREST
TOWNHOMES CONDOMINIUM PROPERTY REGIME

Jettie D. Lipp

Unit 2304 So 115th CourtJames L. Kaurz
Blanche KaurzUnit 2306 So 119th Ct.R. Batale
Ann M. BataleUnit 2324 So 114th Ct.

Margaret S. Sny

Unit 2318 So 119th Ct.Donald J. Heath
Sharon M. HeathUnit 2320 So 119th Ct.Marion B. Bickel
Robert J. BickelUnit 2329 So 119th Ct.James V. Begley
Madelyn J. Begley

Unit 2317 So 119 Court

Edith L. Bickel
James L. BickelUnit 2305 So 118th Ct.Pauline K. Hardman
Shirley HardmanUnit 2317 So 118th Ct.

Larlene L. Nelson

Unit 2312 So 119th Plaza

Harold E. Harman

Unit 2323 So 119 Court

Unit _____

GIME

Unit _____

Unit _____

Unit _____

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On this 15th day of JANUARY, 1981, before me, a notary public,
 personally appeared

Alan C. Brown

Norma D. Noe

Avery Hiddleston

Harriet Hiddleston

Shirley Binder

Evelyn Rodine

Dorothy Harrow

Helen Jensen

Phebe J. Rosch

Ann G. Burdette

Harry W. Crawford

Zoe Crawford

Charles Lieb

Lillian K. Lieb

E. J. Poss ; Ethel A. Goldston

Anita K. Poss ; Seymour Goldston

Eleanor J. Metz ; Pauline K. Handleman

Hattie DeLapp ; Philip Handleman

Daryl Rawe ; Gorlene L. Nelson

Blanche Rawe ; Harold E. Horman

Ann M. Talarico ; R.B. Talarico

Margaret Kirby

Ronald J. Heath

Sharon M. Heath

Marvin Richards

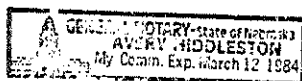
Roberta Richards

James V. Begley

Madlyn J. Begley

of Douglas County, Nebraska, to me known to be the identical persons, and who executed
 the above and foregoing instrument and they acknowledged the same to be their voluntary
 act and deed as owners of units in Cryer Crest Townhomes Condominium Property Regime
 for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal the day
 and year last above written.



Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On this 29 day of January, 1981, before me, a notary public,
 personally appeared Avery Hiddleston of Douglas County, Nebraska, to me
 known to be the identical person, and who executed the above and foregoing instrument
 and he acknowledged the same to be his voluntary act and deed as owner of a unit in
 Cryer Crest Townhomes Condominium Property Regime for the uses and purposes therein
 mentioned.

In testimony whereof, I have hereunto set my hand and official seal the day
 and year last above written.



RALPH W. ANDERSEN
 General Notary - State of Neb.
 My Commission Expires
 7-14-81

Notary Public

DOUGLAS COUNTY, NEBR.
 REGISTER OF DEEDS
 C. HAROLD COSTER

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27
LAW

THIRD AMENDMENT TO BY-LAWS
OF
CRYER CREST TOWNHOMES ASSOCIATION, INC.

In accordance with the By-Laws of Cryer Crest Townhomes Association, Inc., a Nebraska non-profit corporation, recorded in Miscellaneous Book 558, Page 505, in the Register of Deeds of Douglas County, Nebraska, the undersigned, being the President of the Association, and the owners of more than 75 percent of both the number and of the basic value of the condominium regime, hereby partially amend said By-Laws as follows:

1) Paragraph 4 of said By-Laws is wholly amended as follows:

"4. The Annual Member's Meeting will be held on the second Thursday in October of each year. The meeting shall be at 7:00 P.M. and held at such place as shall be determined by the Board of Administrators. No notice of annual meetings, other than notice of the place where the meeting is to be held, need be given."

2) Paragraph 8 of said By-Laws is wholly amended as follows:

"8. The Affairs of the Association shall be managed by a Board of four Administrators (also known as Directors) elected by the members. At the annual meeting this amendment to the By-laws is effective four (4) Administrators (also known as Directors) will be elected, two (2) for a one-year term and two (2) for a two-year term. Thereafter, two (2) Administrators (Directors) will be elected at each annual meeting to a two (2) year term. Vacancies occurring in the Board shall be filled by the remaining Administrators. Any Administrator may be removed by a majority vote of the members, and the vacancy thus created may be filled by the members. The term of each Administrator shall be until his or her successor is duly elected and qualified. A majority of the Administrators shall constitute a quorum, and a majority vote of Administrators present at a meeting comprising a quorum shall constitute the act of the Administrators. The Board of Administrators shall have authority to act on matters pertaining to the Association and for the care, upkeep and surveillance of the condominium buildings and its general or limited common elements or services and also the designation and dismissal of the personnel necessary for the works and the general or limited common services of the buildings. Compensation of Administrators and of employees of the Association shall be fixed by the Board of Administrators; provided, that all compensation provided for Administrators and fixed by the Board of Administrators must be approved by two-thirds of the members of the Association. Compensation of an employee, fixed by the Board of Administrators need not be approved by a vote of the members. An Administrator may be an employee of the Association, and a contract for management of the condominium may be entered into with an Administrator."

3) Paragraph 11 of said By-Laws is wholly amended as follows:

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

3/2/03

There shall be no enlargement of the common elements or additional structures built as part of the common elements if such enlargement or additional construction costs more than \$ _____ unless and until such proposal is approved in writing by co-owners representing at least three-fourths of the total basic value of the condominium until a proper amendment to the Master Deed has been executed, acknowledged and recorded.

4) Except as above provided, said original, First and Second Amendments of the By-Laws remain unchanged and in full force and effect.

EXECUTED this 12th day of July, 1984.

CRYER CREST TOWNHOMES ASSOCIATION, INC.
A Nebraska non-profit corporation

By Joan Munson
President

ATTEST:

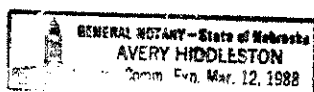
Donald J. Heath
Secretary

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 12th day of July, 1984, before me, the undersigned, a notary public, personally came JOAN MUNSON, President of the Cryer Crest Townhomes Association, Inc., a Nebraska non-profit corporation, to me personally known to be the President and identical person whose name is affixed to the above amendment, and he acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation.

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

Avery Hiddleston
Notary Public



Sheel Rensford
Joe Crawford

Unit 2308 So 118th Court

Margaret Luby

Unit 2318 So 119th Ct.

Ronald J. Johnson

Unit 2317 So. 119th Ct.

Jack W. Hansen

Unit 2306 So 119 Plz

E. J. Post
 Anita K. Post

Unit 2311 So. 119th Ct.

Alan Brown

Unit 2305 S 119th Plz

Edna J. Metz

Unit 2305 South 119th Court

Harold E. Hornmann

Mabel C. Hornmann

Unit 2323 So 119 Ct.

Charles Lieb

Lillian K. Lieb

Unit 2311 So 118 Ct

Ronald J. Post

Unit 2320 S. 119th Ct.

Sharon M. Heath

Long Hickson

Unit 2325 S. 119 Plz

Fannie Huddleston

Ann C. Burdette

Unit 2318 So 119 Plz

OWNER

BOOK 716 PAGE 426

UNIT OWNED IN CRYER CREST
TOWNHOMES CONDOMINIUM PROPERTY REGIME

Phyllis J. Rosch

Unit 2314 South 118 Court

Norman D. Roy

Unit 2312 S 119th Court

Dorothy Jackson

Norman K. Jackson

Unit 2323 So. 118 Court

Hazel C. Baker

Unit 2330 So 119th Plaza

Edith A. Nielsen

Eugene E. Nelson

Unit 2305 So 118 Ct

Dean Monson

Joan E. Monson

Unit 2326 So 118 Ct

Ruth E. Moore

Ann M. J. J. J.

Unit 2324 So 118 Ct

Blanche Rawe

Dorothy Rawe

Unit 2306 So 119 Ct

Marvin Richards

Roberta Richards

Unit 2329 So 119 Ct

Helen Jensen

Unit 2320 So 118 Ct

Hattie D. Lapp

Unit 2304 So 118th Court

Ludene L. Jorgensen

Unit 2312 S 119th Plaza

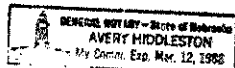
Shirley BenderUnit 2311 S. 119th PlazaEvelyn RodineUnit 2311 S. 119th PlzPhilip HandlemanUnit 2317 S. 118thSTATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.On this 14th day of August, 1984, before me, a notary public,
personally appeared

H. W. Crawford	:
Zoe Crawford	:
Margaret Kirby	:
Ronald J. Johnson	:
Jack Hohensee	:
E. J. Foss	:
Antica K. Foss	:
Alan C. Brown	:
Eleanor J. Metz	:
Harold E. Hormann	:
Hazel C. Hormann	:
Charles Lieb	:
Lillian K. Lieb	:
Ronald J. Heath	:
Sharon M. Heath	:
Avery Hiddleston	:
Harriet Hiddleston	:
Ann C. Burdette	:

Phebe J. Rosch	:	Philip Handleman	:
Norma D. Noe	:	Pauline Handleman	:
Hazel C. Baker	:	Norma K. Jackson	:
Ethel A. Gofustson	:	Darwyn C. Jackson	:
Seymour Goldston	:		:
Joan G. Monson	:		:
Dean Monson	:		:
R. B. Talarico	:		:
Ann M. Talarico	:		:
Blanche Rawe	:		:
Daryl L. Rawe	:		:
Marvin Richards	:		:
Roberta Richards	:		:
Helen Jensen	:		:
Hattie DeLapp	:		:
Goriene L. Jergensen	:		:
Shirley Binder	:		:
Evelyn Rodine	:		:

of Douglas County, Nebraska, to me known to be the identical persons, and who executed the above and foregoing instrument and they acknowledged the same to be their voluntary act and deed as owners of units in Cryer Crest Townhomes Condominium Property Regime for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal the day and year last above written.



Notary Public

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 15th day of August, 1984, before me, a notary public,
personally appeared Avery Hiddleston; of Douglas County, Nebraska, to me known to be the identical person, and who executed the above and foregoing instrument and he acknowledged the same to be his voluntary act and deed as owner of a unit in Cryer Crest Townhomes Condominium Property Regime for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal the day and year last above written.



Notary Public

Return to:
Avery Hiddleston
2324 S. 119th Plz
Omaha, Ne 68144

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C. HARRIS DOSTLER
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**RESTATED BYLAWS
OF CRYER CREST TOWNHOMES ASSOCIATION, INC.**

1. Any prior Bylaws, including, but not limited to the Bylaws located in Book 558, page 505 in the Register of Deeds of Douglas County and any amendments thereto are hereby rescinded and revoked.
2. The lands owned by the Developer which are hereby submitted to the condominium regime are described as follows:
*Lots 8, 9, 10 and 11, Block 6, Happy Hollow View Addition, an addition in Douglas County, Nebraska as surveyed, platted and recorded.
a/k/a Units 1-17, inclusive, Cryer Crest Townhomes Condominium Property Regime, Omaha, Douglas County, Nebraska.*
3. These are the Bylaws of Cryer Crest Townhomes Association, Inc., a Nebraska non-profit corporation situated in Happy Hollow Addition, Douglas County, Nebraska, as platted and recorded. These are also the Bylaws of Cryer Crest Townhomes Condominium Property Regime.
4. **Members.** This corporation has been organized to provide a means of management for Cryer Crest Townhomes Condominium Property Regime in Douglas County, Nebraska. Membership in the Association is automatically granted and restricted to record owners of townhomes in said condominium regime. The vote on behalf of a townhome shall be in person or by proxy by the record owner thereof. Each townhome shall be entitled to one vote. In the event more than one person is record title holder to a unit, vote by individuals on an issue for a unit who are present at the meeting shall be deemed the same vote of any absent member of that unit.
5. **Proxies.** At all meetings of members, a member may vote by proxy executed in writing by the member or by his or her duly authorized attorney in fact. Such proxy shall be filed with the secretary of the association before the time of the meeting. No proxy shall be valid after three months from the date of its execution.

- 3
6. The Annual Members' Meeting will be held in October of each year. The meeting shall be held at such place and time as shall be determined by the Board of Directors. No notice of annual meetings, other than notice of the place and time where the meeting is to be held, need be given.
 7. Special Members' Meetings may be called by the President or Vice President or by a majority of the Board of Directors and must be called upon receipt of written request from owners holding at least two-thirds of the total units of the condominium regime. Notice of special meetings shall be given by ten days written notice delivered or mailed to each townhome.
 8. The President shall preside over members' meetings, and the Secretary shall keep the minute book wherein the resolutions shall be recorded.
 9. A quorum for members' meetings shall consist of a majority of owners, but a meeting consisting of less than a quorum may by majority vote adjourn the meeting to a later date without further notice. The affirmative vote of a majority of owners present at such a meeting shall be required to adopt a decision on the part of the members, except as otherwise provided in the Bylaws or Master Deed.
 10. The Affairs of the Association shall be managed by a Board of four (4) Directors elected by the owners. Directors will be elected at each annual meeting to a two (2) year term. Vacancies occurring in the Board shall be filled by the remaining Directors. Any Director may be removed by a majority vote of the members, and the vacancy thus created may be filled by the members. The term of each Director shall be until his or her successor is duly elected and qualified. A majority of the Directors shall constitute a quorum, and a majority vote of Directors present at a meeting comprising a quorum shall constitute the act of the Board. The Board of Directors shall

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have authority to act on matters pertaining to the Association and for the care, upkeep and surveillance of the condominium buildings and its general or limited common elements or services and also the designation and dismissal of the personnel necessary for the works and the general or limited common services of the buildings. Compensation of an employee, fixed by the Board of Directors need not be approved by a vote of the members. A Director may be an employee of the Association, and a contract for management of the condominium may be entered into with a Director.

11. The Annual Meeting of Directors shall follow the annual meeting of members within two weeks. No notice to owners of this annual meeting shall be required. Special meetings of the Directors may be called by the President or other Directors during the year with 24 hours notice by mail, telephone or e-mail or in person.
12. The Board of Directors shall designate among themselves a President, Vice President, Secretary and Treasurer whose individual powers and responsibilities shall be as follows:
 - a. The President (or the Vice President in the absence or disability of the President) shall be the chief executive officer of the Association; shall preside at meetings of owners and directors; shall execute all contracts and instruments; shall have general management of Association affairs and shall carry out all orders of the Board.
 - b. The Secretary shall record the minutes of meetings of Directors and owners and shall perform such other duties prescribed by the President or the Directors.
 - c. The Treasurer shall have custody of corporate funds and securities; shall account to the owners for all corporate receipts and disbursements; and

shall perform such other duties as prescribed by the President or the Directors.

- d. The Directors shall apportion and assign among themselves on an equitable basis Association business and responsibilities, such as (but not limited to) lawn care, snow removal, exterior maintenance.

13. Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimate of funds required to defray common element expenses in the coming year, and to provide funds for current expenses, reserves for deferred maintenance, reserves for replacement and reserves to provide a working fund or to meet anticipated losses. The budget shall be adopted in early January of each year for that calendar year, and copies of the budget and proposed assessments shall be sent to each member on or before January 31 of this year. Budgets may be amended during a current year where necessary, but copies of a major amended budget and proposed increase or decrease in Assessments shall be sent to each member as promptly as possible. The Board of Directors shall have discretion to assess and carry out any maintenance and repair of the common elements of the regime. Repair items of which the Board shall have discretion shall include replacement of dilapidated or substantially destroyed improvements. The Board of Directors shall have discretion to authorize and conduct minor improvements to the condominium regime. Major improvements to the common elements of the condominium regime must be approved in writing by owners representing at least 2/3 of the unit owners of the condominium regime.

14. Monthly Assessments for each calendar year for payment of common expenses as determined by the Board of Directors shall be announced at the annual meeting or a specially called (by the Board) meeting. Monthly payments of the assessment shall be authorized by each owner in the form of automatic withdrawals from the owner's financial account and directly

deposited electronically in an Association account designated by the Board. The assessment to be levied against each owner shall be an equal pro rata share of the total assessment for all owners. Assessments delinquent more than ten (10) days after the due date shall bear interest at the highest legal rate, which is not usury under the laws of the State of Nebraska, from due date until date paid.

15. Special Assessments for unbudgeted expenses shall be noticed to all owners in writing along with notice of due date for payment for such assessments. Failure to pay such assessments by specified due date will be subject to the delinquency provisions of paragraph 11 ("Monthly Assessments") herein.
16. Insurance policies upon the condominium property including the structure but excluding the furnishings of individual townhomes shall be purchased by and in the name of the Association for the benefit of the Association and the townhome co-owners as their interests may appear. Provisions shall be made (if possible) for the issuance of certificates of insurance to holders of first mortgages upon individual townhomes. The insurance shall cover all buildings and improvements upon the land and all personal property included in the general and limited common elements in an amount equal to the full insurable value thereof as determined annually by the Association. Such coverage shall afford protection against loss by fire and extended coverage hazards.

Insurance premiums shall be deemed common element expense. The Association is hereby irrevocably appointed agent for each townhome co-owner and his mortgagee to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims without joinder by the co-owner or his mortgagee. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be

7

compulsory where the damage exceeds two-thirds of the value of the buildings and improvements. In such case, and unless otherwise agreed upon in writing by owners representing three-fourths of the total units of the condominium regime within 120 days after such damage or destruction, the condominium regime is deemed to have been waived, and the property shall be subject to a partition action and may be sold and the proceeds, along with the insurance indemnity, if any, shall be delivered to the co-owners in accordance with their interest specified in the Master Deed. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a common element expense to be assessed and collected by the Association from the co-owners; provided, however, that in such case of under-insurance, the co-owners may, by unanimous resolution adopted after the date of loss, elect not to repair the damage. In cases of over-insurance, any excess proceeds of insurance received shall be credited to the common element working fund.

Each townhome owner may obtain comprehensive casualty insurance on the non-common elements of each unit, to the extent such non-common elements are insurable in addition to the Association's policy(s). Funds from such insurance shall be used to repair any damage to the respective unit.

Each townhome owner may obtain additional casualty and liability insurance at his/her expense. The Association may require from any unit owner proof of compliance with any insurance requirements of these Bylaws.

In addition, insurance shall be procured for workers' compensation coverage and public liability insurance covering the common elements and such other insurance as the Association may deem advisable from time to time.

Further, each unit owner shall be responsible for maintaining liability insurance for any activities with his/her unit and shall, upon request, furnish

the Association with proof of such insurance. The Board of Directors shall determine an amount of Association liability insurance, which is equal for all unit owners, and which is deemed reasonably necessary by the Board. Insurance proceeds shall be held in trust for the benefit of the respective owners for repair or disbursement to owners in accordance with these Bylaws.

There may be exclusions under the Association's policies in effect at any particular time.

17. The owners of each townhome are responsible for maintaining such unit in an acceptable manner. The owner is responsible for day to day upkeep and maintenance and replacement of all decks, patios, patio fences, entry doors, windows, garage doors, exterior water taps, air conditioning units, attic exhaust fans and heat pumps except in case of total loss.
18. The Board of Directors shall have the right of access to each apartment at all reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any common elements accessible from within any townhome, and to insure compliance by the owner with all of the co-owner's duties under the condominium regime.
19. The Cryer Crest Townhomes Condominium Property Regime shall indemnify any Director or Officers from any acts which are done in good faith. Officers and Directors are not indemnified against actions done in bad faith or for willful misconduct.
20. These Restated Bylaws and the system of administration set out herein may be amended by co-owners representing at least two-thirds of the units, but each such amendment shall embody all of the required provisions set forth in 76-801 et. seq., R.R.S. Such amendment shall be executed and acknowledged by

the President and attested by the Secretary of the Association and shall be operative upon the recording of such amendment in the Office of the Register of Deeds of Douglas County, Nebraska in the same manner as the Master Deed and the original Bylaws. If any part of this Agreement shall be unenforceable, the remaining portions of this agreement shall be enforced so as to most nearly construe the intent of the document without violating any laws.

21. The above and foregoing Restated Bylaws were approved by a vote of 2/3 of the owners of the Cryer Crest Townhomes Condominium Property Regime.

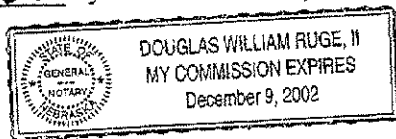
EXECUTED this 22nd day of March, 2001.

BY Palma J. Kaiser
President, Cryer Crest Townhomes Association

ATTEST Jo Ann M Thompson
Secretary, Cryer Crest Townhomes Association

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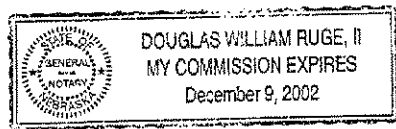
The foregoing instrument was acknowledged before me this 26 day of April, 2001 by Talma J. Kaiser, President, Cryer Crest Townhomes Association.



Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)ss

The foregoing instrument was acknowledged before me this 26 day of April, 2001 by JoAnn M. Thompson, Secretary, Cryer Crest Townhomes Association.



Notary Public



BK 1393 PG 409-428



MISC 2001 11950

REGISTER OF DEEDS
DALLAS COUNTY, TEX.

2001 AUG -7 PM 4: 01

RECEIVED

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Misc. FEE 108.⁰⁰ FB 60-08450
20 BKP _____ C/O _____ COM *EL*
17 DEL _____ SCAN *EL* FV _____

Ret: Doug W. Ruge.
14769 California St.
Omaha NE 68154.

12667 12596.

**RESTATED MASTER DEED CREATING
CRYER CREST TOWNHOMES CONDOMINIUM PROPERTY REGIME**

THIS MASTER DEED AND DECLARATION made this 22nd day of March, 2001, by
CRYER CREST TOWNHOMES CONDOMINIUM PROPERTY REGIME, for itself, its
successors, grantees and assigns,

WITNESSETH:

1. The purpose of this Master Deed is to submit the lands herein described and the improvements to be built thereon to the condominium form of ownership and use in the manner provided by Sections 76-801 et. seq., R.R.S. Nebraska (herein called "Condominium Act"), and the name by which this condominium is to be identified is Cryer Crest Townhomes Condominium Property Regime.
2. The lands owned by the Developer which are hereby submitted to the condominium regime are described as follows:

Lots 8, 9, 10 and 11, Block 6, Happy Hollow View Addition, an
addition in Douglas County, Nebraska as surveyed platted and
recorded.

a/k/a Units 1-17, inclusive, Cryer Crest Townhomes
Condominium Property Regime, Omaha, Douglas County, Nebraska.

3. Any prior Master Deeds, and Amendments to any prior Master Deeds, including, but not limited to, the Master Deed located in Book 1467 Page 463 and the First Amendment to the Master Deed located in Book 572 Page 76 in the Register of Deeds of Douglas County are hereby rescinded and revoked; provided, however, Paragraph 4 of the Master Deed in Book 1467 Page 463 is hereby adopted and approved along with the plans referenced in that Paragraph.
4. The definitions set forth in Section 76-802, R.R.S. Nebraska shall govern this Master Deed and the attached Bylaws.

5. The condominium regime will consist of 17 buildings, which will vary, in height from one to two stories. The buildings will contain a total of 27 units, which may only be used for residential purposes. The condominium will also include automobile garages, parking areas, gardens and landscaping. The total ground floor area of all building (including garages) aggregates 32,236 square feet and the total land area aggregates 145,799 square feet. Said buildings and improvement together with their location on the land and the area and location of each unit are more particularly described in the plans, which are attached hereto and recorded with this Master Deed.
6. The general common elements of the condominium are described as follows: the land on which the buildings stand including all of the surrounding lands embraced within the legal description specified above; the exterior surfaces of all buildings except for screening, windows, storm windows and exterior doors including garage doors, exterior water taps which may be used by the co-owners' association for watering and maintenance of common areas; the foundations, common walls, roofs, guttering, chimney caps, yards and gardens, except that any yard areas that may be included with patios or decks delineated on the attached plans shall not be common elements; drives, walks, parking areas and all parts of the property and improvements which are not located within the units as shown on the attached plans. Air conditioning compressors or units or heat pumps are not common elements but are part of each townhome and shall be maintained and replaced as needed by each owner. Each unit owner shall be responsible for the repair, maintenance and replacement of all exterior windows and doors including garage doors and the mechanical operators thereof; it being understood that the only common area maintenance of exterior doors shall be the painting or finishing of the exterior surfaces thereof at such time as painting is deemed necessary by the Board on every unit. If any owner fails to repair, maintain or replace the exterior of an owner's unit as required in this Master Deed and the Bylaws described below, the Association may perform such work, invoice the owner therefore and secure and enforce a claim

and lien therefore against the owner and his unit in like manner as a delinquent assessment for common element expense.

7. It shall be deemed that the percentage which each unit shall share in the expenses or assessments shall be equal. Each unit's entitlement for repair under insurance policies or proceeds shall be governed by the terms of such insurance policies. The original total value of the entire condominium regime was \$822,000.00.
8. The following covenants, conditions and restrictions relating to this condominium regime shall run with the land and bind all co-owners, tenants of such owners, employees and any other persons who use the property, including the persons who acquire the interest of any co-owner through foreclosure, enforcement of any lien or otherwise:
 - a. Cryer Crest Townhomes Associations, Inc., a Nebraska non-profit corporation, has been incorporated to provide a vehicle for the management of the condominium. Each co-owner shall automatically be deemed a member of said Association. The Bylaws of said Association are also the Bylaws of this condominium and are recorded simultaneously herewith.
 - b. The common elements are for the use and enjoyment of all co-owners. The ownership of the common elements shall remain undivided, and no person or co-owner shall bring any action for the partition or division of the common elements. The Board of Directors shall from time to time establish rules and regulations for the use of the common elements, and all co-owners and users shall be bound thereby. The Board of Directors shall have the sole jurisdiction over and responsibility for making alterations, improvements, repairs and maintenance of the common elements. The share of a co-owner in the common elements is appurtenant to his unit and inseparable from unit ownership. Assessments against co-owners for insurance, common element expenses and reserves and for other expenses incurred by the Association

shall be made pursuant to the Bylaws. Assessments paid within ten days after the date when due shall not bear interest, but all sums not paid within said ten-day period shall bear interest from the due date at the highest rate which is not usury under the laws of the State of Nebraska from due date until paid. If any co-owner shall fail or refuse to make any payment of such assessments when due, the amount thereof plus interest shall constitute a lien upon the co-owner's interest in his unit and in the property, and upon the recording of such lien by the Association in the Register of Deeds of Douglas County, Nebraska, such amount shall constitute a lien prior and preferred over all other liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the unit and except prior duly recorded mortgage and lien instruments. Any co-owner failing or refusing to make any such payment shall be liable to the Association for all costs and attorney fees and reasonable administrative expenses in collecting any amount owed.

c. Each co-owner shall be responsible:

- (1) To maintain, repair and replace at his expense all portions of his unit which are not included in the definition of common elements.
- (2) To refrain from painting, decorating or changing the appearance of any portion of the exterior of the unit building, unless approved by the Association in writing.
- (3) To promptly report to the Association any defect or need for repairs which are the responsibility of the Association

d. Each unit shall be used and occupied only by one family, its servants and guests as a residence and for no other purpose. No unit may be subdivided into a smaller unit nor any portion thereof sold or transferred. No unit may

be combined in whole or in part with other units or sold or transferred as such.

- e. No practice or use shall be permitted on the condominium property or in any unit, which shall be an annoyance to other owners or residents of the area or which shall interfere with their peaceful use and enjoyment of their property, including, but not limited to, frequent traffic from vendors or customers in connection with a home office. Except with special advance authorization of the Board, no vehicles shall be parked on the common elements, except designated parking areas and no vehicle repairs, other than emergency repairs or repairs of a minimal nature needed to be performed to move a vehicle off the property shall be allowed in the condominium regime. No vehicles shall be parked or stored on blocks or other such devices on the common elements or other portion of the condominium regime. No vehicles shall be parked as to obstruct the fire lanes or roadways as may exist within the condominium regime. The Board is expressly authorized to tow away, at the offending owner's expense, any vehicle referred to in this section which is in violation hereof or which is placed on the common elements in violation of the rules and regulations governing parking as may be adopted by the Board of Directors. No boats, boat trailers, campers, canoes, recreational vehicles, vehicles used primarily for recreational purposes, vehicles used primarily for commercial purposes shall be stored, allowed to remain, or parked on the condominium, except in an area, if any, designated by the Board of Directors or except as otherwise permitted by the Association or Board of Directors. The above and foregoing list does not limit the list of annoyances. The list of annoyances may be broader than the list as mentioned and the Board or Association may adopt rules pertaining to specific annoyances. All portions of the property and of the units shall be kept clean and sanitary and no use thereof shall be made which constitutes a violation of any laws, zoning ordinances, governmental regulations or regulation of the Association.

- f. No unit owner may sell or lease his unit or any interest therein without prior notice to the Association. This provision shall not affect transfer by death, but any person inheriting such unit shall be subject to the restrictions herein on subsequent transfer. An owner intending to make a sale or lease of his unit shall give the Association written notice thereof together with the proposed price and terms of such sale or lease, also providing, if engaged, the name of real estate listing agent, his/her company name and phone number. In event of sale, the treasurer of the Board shall provide to the listing agent a copy of the Master Deed and Bylaws, an authorization form for electronic deposit of monthly assessment by new owner, and any other such Association documents as required by law and as would apply to the ownership of a townhome in Cryer Crest, to be presented to the new owner at time of transfer of the deed or earlier if required.
- g. The condominium regime and all units therein are intended for the sole occupancy of the owners thereof as provided in "8d." above; provided, however, units may be leased or rented subject to written notice to and approval by the Association Directors as hereinafter set forth. Only a maximum of four (4) units or 15% of the total condominium regime, whichever is less, may be leased or rented at any one time. Any unit owner desiring to lease or rent his/her unit under the subparagraph shall advise the Association directors in writing thereof no later than sixty (60) days prior to the proposed effective date of any such lease or rental. The Directors shall thereupon determine the total number of units being leased or rented thereunder and, to the extent less than four (4) units or 15% of the condominium regime, whichever is less is so leased or rented, shall permit such proposed lease or rental so long as it does not exceed the maximum amount allowed above. Otherwise, such proposed lease or rental shall be rejected. The owner must provide a copy of the current lease/rental agreement to the Board, and all lessees/renters must abide by the condominium Master Deed and Bylaws rules and regulations.

- h. Co-owners representing three-fourths or more of the total units of the condominium regime may at any time in writing, duly acknowledged and recorded, effect an amendment to this Master Deed; provided that such modification shall not be binding upon any existing mortgage holders of record unless such mortgage holder likewise consents to such modification in writing.
- i. For all purposes in the Master Deed and Bylaws, each unit shall only be entitled to one vote whether such unit has one or more owners.
- j. This condominium regime may be terminated or waived by written agreement of unit owners representing three-fourths or more of the total units of the condominium regime and by all lien holders of record; which agreement shall be acknowledged and recorded in the Register of Deeds and termination shall be effective as of recording date. Following termination, the property may be judicially partitioned and sold upon the petition of any unit owner, but if co-owners representing three-fourths of the total units of the condominium regime agree in writing to sell or otherwise dispose of the condominium property, then all unit owners shall be bound to execute such deeds or other documents reasonably necessary to effect such sale or disposition when and as required by the Board of Directors of the Association. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition.
- k. Special Provisions. Household pets within the condominium will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time to time. All garage doors shall be closed when not in use or occupied. No garbage cans or trash receptacles are to be permitted outside. Private barbecue grills may not be used in the common areas and outside use or storage of barbecue grills will be subject to

regulation, restriction or exclusion by the Association. Automobile parking will be subject to regulation and restriction by the Association.


I. All notices required hereby shall be sent by First Class United States Mail or electronic mail or similar means.

- (1) To an owner at his last-known address on the books of the Association.
- (2) To the condominium or the Association at registered office of the Association.

m. If any part of this Agreement shall be unenforceable, the remaining portions of this agreement shall be enforced so as to most nearly construe the intent of the document without the violating of any laws.

- (1) Said condominium property regime hereby wholly adopts any requirements under the Nebraska Condominium Property Act.

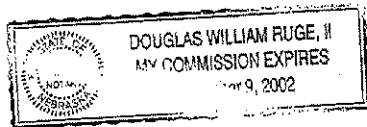
The undersigned are members representing three fourths of the unit owners.


Eleanor J. Metz, #2305 S. 119th Ct.

State of Nebraska)
)ss
County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Eleanor J. Metz.

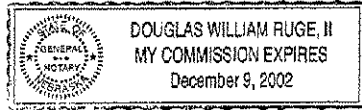
John William Hughes
Notary Public



Blanche Rawe
Blanche Rawe, #2306 S. 119th Ct.

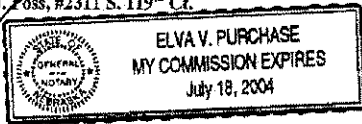
State of Nebraska)
County of Douglas)ss
)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Blanche Rawe.



Douglas William Ruge II
Notary Public

E. J. Poss
E. J. Poss, #2311 S. 119th Ct.

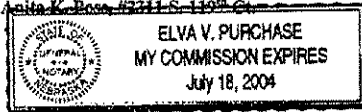


State of Nebraska)
County of Douglas)ss
)

The foregoing instrument was acknowledged before me on 26 day of March, 2001 by E. J. Poss.

Elva V Purchase
Notary Public

Anita K. Poss
Anita K. Poss, #2311 S. 119th Ct.



State of Nebraska)
County of Douglas)ss
)

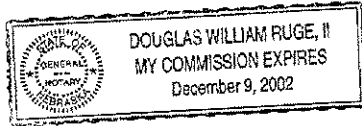
The foregoing instrument was acknowledged before me on 26 day of March, 2001 by Anita K. Poss..

Elva V Purchase
Notary Public

Gordon Berger
Gordon Berger, #2312 S. 119th Ct.

State of Nebraska)
County of Douglas)ss
)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Gordon Berger.

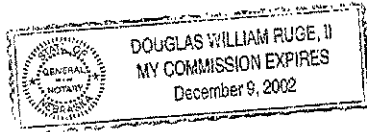


Douglas William Ruge II
Notary Public

Mary M. Tanner
Mary M. Tanner, #2317 S. 119th Ct.

State of Nebraska)
County of Douglas)ss

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Mary M. Tanner.

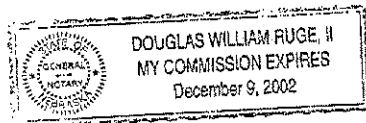


Douglas William Ruge II
Notary Public

Marie J. Hunter
Marie J. Hunter, #2318 S. 119th Ct.

State of Nebraska)
County of Douglas)ss

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Marie J. Hunter.

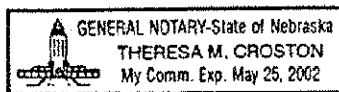


Douglas William Ruge II
Notary Public

Ronald J. Heath
Ronald J. Heath, #2320 S. 119th Ct.

State of Nebraska)
County of Douglas)ss

The foregoing instrument was acknowledged before me on 24 day of 3, 2001 by Ronald J. Heath.



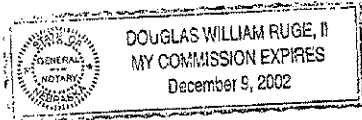
Theresa M. Croston
Notary Public

Sharon M. Heath

Sharon M. Heath, #2320 S. 119th Ct.

State of Nebraska)
) ss
 County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Sharon M. Heath.

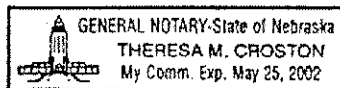


Douglas William Ruge, II
 Notary Public

Robert S. Harvey
 Robert S. Harvey, #2323 S. 119th Ct.

State of Nebraska)
) ss
 County of Douglas)

The foregoing instrument was acknowledged before me on 24 day of 3, 2001 by Robert S. Harvey.

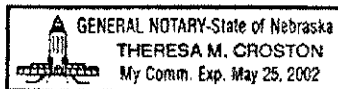


Sharon M. Croston
 Notary Public

Patricia E. Stevens
 Patricia E. Stevens, #2324 S. 119th Ct.

State of Nebraska)
) ss
 County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Patricia E. Stevens.



Douglas William Ruge, II
 Notary Public

Mary F. McManus
 Mary F. McManus, #2329 S. 119th Ct.

State of Nebraska)
)ss
 County of Douglas)

The foregoing instrument was acknowledged before me on 24 day of 3, 2001 by Mary F. McManus.

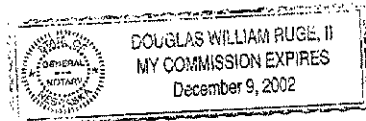
Shirley M. Crook
 Notary Public

Alan C. Brown
 Alan C. Brown, #2305 S. 119th Plz.

State of Nebraska)
)ss
 County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Alan C. Brown.

Alan C. Brown
 Notary Public

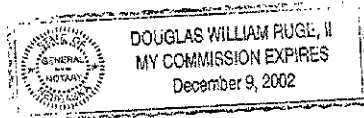


Betty H. Hallas
 Betty H. Hallas, #2306 S. 119th Plz.

State of Nebraska)
)ss
 County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Betty H. Hallas.

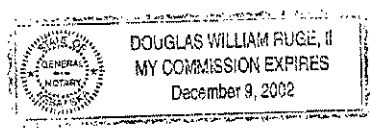
Betty H. Hallas
 Notary Public



Valda D. Grinbergs
 Valda D. Grinbergs, #2311 S. 119th Plz.

State of Nebraska)
)ss
 County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Valda D. Grinbergs.

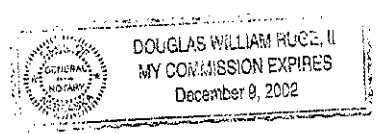


Douglas William Ruge II
Notary Public

Marilyn R. Raupe
Marilyn R. Raupe, #2312 S. 119th Plz

State of Nebraska)
County of Douglas)ss

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Marilyn R. Raupe.

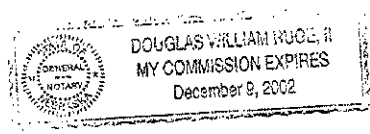


Douglas William Ruge II
Notary Public

Ann C. Burdette
Ann C. Burdette, #2318 S. 119th Plz.

State of Nebraska)
County of Douglas)ss

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Ann C. Burdette.

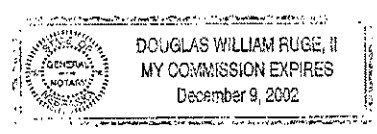


Douglas William Ruge II
Notary Public

James M. Shepard
James M. Shepard, #2324 S. 119th Plz.

State of Nebraska)
County of Douglas)ss

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by James M. Shepard.

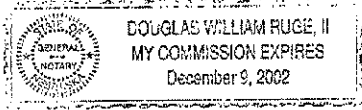


Douglas William Ruge II
Notary Public

Renate M. Shepard
 Renate M. Shepard, #2324 S. 119th Plz.

State of Nebraska)
)ss
 County of Douglas)

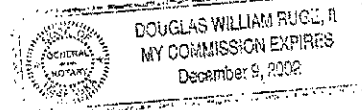
The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Renate M. Shepard.
[Signature]
 Notary Public



[Signature]
 Robert Segrave, #2325 S. 119th Plz.

State of Nebraska)
)ss
 County of Douglas)

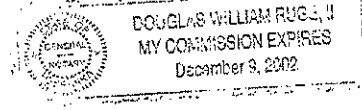
The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Robert Segrave.
[Signature]
 Notary Public



[Signature]
 Janet M. Segrave, 2325 S. 119th Plz.

State of Nebraska)
)ss
 County of Douglas)

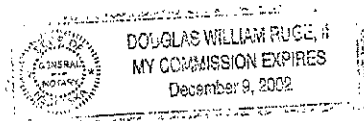
The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Janet M. Segrave.
[Signature]
 Notary Public



[Signature]
 Bruce P. Baker, #2330 S. 119th Plz.

State of Nebraska)
)ss
 County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Bruce P. Baker.

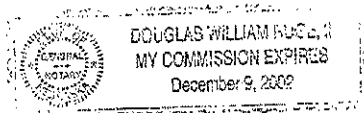


[Signature]
Notary Public

Karen D. Baker
Karen D. Baker, #2330 S. 119th Plz

State of Nebraska)
)ss
County of Payson)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Karen D. Baker.

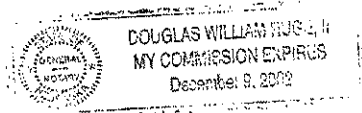


[Signature]
Notary Public

David L. Thompson
David L. Thompson, #2304 S. 118th Ct.

State of Nebraska)
)ss
County of Payson)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by David L. Thompson.

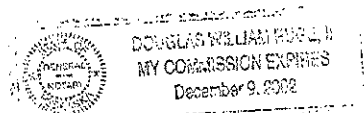


[Signature]
Notary Public

JoAnn M. Thompson
JoAnn M. Thompson, #2304 S. 118th Ct.

State of Nebraska)
)ss
County of Payson)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by JoAnn M. Thompson.



[Signature]
Notary Public

Janet Gerdes
Janet Gerdes, #2305 S. 118th Ct.

State of Nebraska)
County of Douglas)ss
)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Janet Gerdes.

H. Warren Crawford
Notary Public

H. Warren Crawford
H. Warren Crawford, #2308 S. 118th Ct.

State of Nebraska)
County of)ss
)

The foregoing instrument was acknowledged before me on ____ day of ____ 20__ by H. Warren Crawford.

H. Warren Crawford
Notary Public

Zoe Crawford
Zoe Crawford, #2308 S. 118th Ct.

State of Nebraska)
County of)ss
)

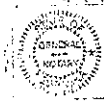
The foregoing instrument was acknowledged before me on ____ day of ____, 20__ by Zoe Crawford.

Notary Public

Linda Goodman
Linda Goodman, #2311 S. 118th Ct.

State of Nebraska)
)ss
 County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2007 by Linda Goodman.



DOUGLAS WILLIAM RUELLE, II
 MY COMMISSION EXPIRES
 December 9, 2008

Douglas William Ruelle II
 Notary Public

Linda L. Goodman, Trustee of
The Jack J. Lieb Trust

Jack Lieb, #2311 S. 118th Ct.
Linda L. Goodman, Trustee of
The Jack J. Lieb Trust

State of Nebraska)
)ss
 County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2007 by Linda L. Goodman, Trustee of The Jack J. Lieb Trust.



DOUGLAS WILLIAM RUELLE, II
 MY COMMISSION EXPIRES
 December 9, 2008

Douglas William Ruelle II
 Notary Public

Sally A. Kjelson
Sally A. Kjelson, #2314 S. 118th Ct.

State of Nebraska)
)ss
 County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2007 by Sally A. Kjelson.



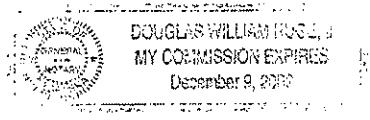
DOUGLAS WILLIAM RUELLE, II
 MY COMMISSION EXPIRES
 December 9, 2008

Douglas William Ruelle II
 Notary Public

Morris Handleman
Morris Handleman, #2317 S. 118th Ct.

State of Nebraska)
)ss
 County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2007 by Morris Handleman.

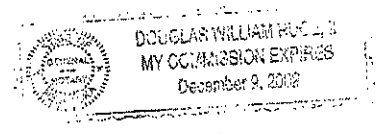


[Signature]
Notary Public

[Signature]
Renee Handleman, #2317 S. 118th Ct.

State of Nebraska)
)ss
County of Payson)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Renee Handleman.

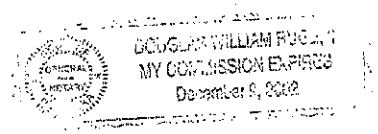


[Signature]
Notary Public

[Signature]
Robert O. Lee, #2320 S. 118th Ct.

State of Nebraska)
)ss
County of Payson)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Robert O. Lee.

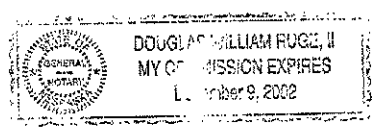


[Signature]
Notary Public

[Signature]
Eugene H. Kaiser, #2323 S. 118th Ct.

State of Nebraska)
)ss
County of Payson)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Eugene H. Kaiser.

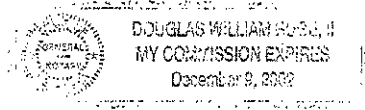


[Signature]
Notary Public

Talma J. Kaiser
Talma J. Kaiser, #2323 S. 118th Ct.

State of Nebraska)
)ss
County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Talma J. Kaiser.

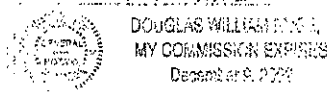


Douglas William Ruppert
Notary Public

Dean E. Monson
Dean E. Monson, #2326 S. 118th Ct.

State of Nebraska)
)ss
County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Dean E. Monson.

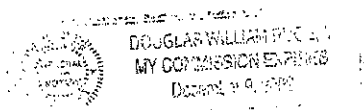


Douglas William Ruppert
Notary Public

Joan G. Monson
Joan G. Monson, #2326 S. 118th Ct.

State of Nebraska)
)ss
County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Joan G. Monson.



Douglas William Ruppert
Notary Public

THIRD AMENDMENT TO BY-LAWS
OF
CRYER CREST TOWNHOMES ASSOCIATION, INC.

In accordance with the By-Laws of Cryer Crest Townhomes Association, Inc., a Nebraska non-profit corporation, recorded in Miscellaneous Book 558, Page 505, in the Register of Deeds of Douglas County, Nebraska, the undersigned, being the President of the Association, and the owners of more than 75 percent of both the number and of the basic value of the condominium regime, hereby partially amend said By-Laws as follows:

1) Paragraph 4 of said By-Laws is wholly amended as follows:

"4. The Annual Member's Meeting will be held on the second Thursday in October of each year. The meeting shall be at 7:00 P.M. and held at such place as shall be determined by the Board of Administrators. No notice of annual meetings, other than notice of the place where the meeting is to be held, need be given."

2) Paragraph 8 of said By-Laws is wholly amended as follows:

"8. The Affairs of the Association shall be managed by a Board of four Administrators (also known as Directors) elected by the members. At the annual meeting this amendment to the By-Laws is effective four (4) Administrators (also known as Directors) will be elected, two (2) for a one-year term and two (2) for a two-year term. Thereafter, two (2) Administrators (Directors) will be elected at each annual meeting to a two (2) year term. Vacancies occurring in the Board shall be filled by the remaining Administrators. Any Administrator may be removed by a majority vote of the members, and the vacancy thus created may be filled by the members. The term of each Administrator shall be until his or her successor is duly elected and qualified. A majority of the Administrators shall constitute a quorum, and a majority vote of Administrators present at a meeting comprising a quorum shall constitute the act of the Administrators. The Board of Administrators shall have authority to act on matters pertaining to the Association and for the care, upkeep and surveillance of the condominium buildings and its general or limited common elements or services and also the designation and dismissal of the personnel necessary for the works and the general or limited common services of the buildings. Compensation of Administrators and of employees of the Association shall be fixed by the Board of Administrators; provided, that all compensation provided for Administrators and fixed by the Board of Administrators must be approved by two-thirds of the members of the Association. Compensation of an employee, fixed by the Board of Administrators need not be approved by a vote of the members. An Administrator may be an employee of the Association, and a contract for management of the condominium may be entered into with an Administrator."

3) Paragraph 11 of said By-Laws is wholly amended as follows:

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

There shall be no enlargement of the common elements or additional structures built as part of the common elements if such enlargement or additional construction costs more than \$ _____ unless and until such proposal is approved in writing by co-owners representing at least three-fourths of the total basic value of the condominium until a proper amendment to the Master Deed has been executed, acknowledged and recorded.

4) Except as above provided, said original, First and Second Amendments of the By-Laws remain unchanged and in full force and effect.

EXECUTED this 12th day of July, 1984.

CRYER CREST TOWNHOMES ASSOCIATION, INC.
A Nebraska non-profit corporation

By Joan Monson
President

ATTEST:

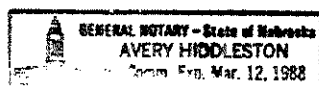
Donald J. Heath
Secretary

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 12th day of July, 1984, before me, the undersigned, a notary public, personally came Joan Monson, President of the Cryer Crest Townhomes Association, Inc., a Nebraska non-profit corporation, to me personally known to be the President and identical person whose name is affixed to the above amendment, and he acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation.

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

Avery Hiddleston
Notary Public



OWNER

BOOK

716 PAGE 425

UNIT OWNED IN CRYER CREST
TOWNHOMES CONDOMINIUM PROPERTY REGIMEHer CrawfordJoe CrawfordUnit 2308 So 118th CourtMargaret L. LutzUnit 2318 So 119th Ct.Paul J. JohnsonUnit 2317 So. 119th Ct.Jack H. HansenUnit 2306 So 119 PlzE. J. Post Anita K. PostUnit 2311 So. 119th A. Ct.Alan BrownUnit 2305 S 119th PlzEileen J. MetzUnit 2305 South 119th CourtHarold E. HormannUnit 2323 So 119 Ct.Mabel C. HormannCharles LiebLillian K. LiebUnit 2311 So 118 CtDonald J. HeathSharon M. HeathUnit 2320 S. 119th Ct.Ray HildertonHarriet HildertonUnit 2325 S. 119 PlzAnn C. BurdetteUnit 2318 So 119 Plz

OWNER

BOOK

716 PAGE 426

UNIT OWNED IN CRYER CREST
TOWNHOMES CONDOMINIUM PROPERTY REGIME

Philip J. Rosch

Unit 2314 South 118 Court

Norman D. Roy

Unit 2312 So 119th Court

Norman Jackson

Norman K Jackson

Unit 2323 So. 118 Court

Hazel C. Baker

Unit 2330 So 119th Plaza

Edith A. Snelson

Eugene Snelson

Unit 2305 So 118 Ct

Dean Monson

Joan B. Monson

Unit 2326 So 118 Ct

Helen Marie

Ann M. Talarico

Unit 2324 So 118 Ct

Blanche Rowe

Daryl L. Rowe

Unit 2306 So 119 Ct

Maurin Richards

Roberta Richards

Unit 2329 So 119 Ct

Helen Jensen

Unit 2320 So 118 Ct

Hattie D. Layton

Unit 2304 So 118th Court

Gordon L. Jorgensen

Unit 2312 S 119th Plaza

Shirley Binder Unit 2311 S. 119th Pl
Shirley Binder Unit 2311 S. 119th Pl
Shirley Binder Unit 2317 S. 118th

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

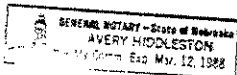
On this 15th day of August, 1984, before me, a notary public,

H. W. Crawford
Joe Crawford
Margaret Kline
Ronald J. Johnson
Cory Johnson
E. J. Ross
Anita K. Ross
Allen C. Brown
Eleanor J. Metz
Harold E. Hornmann
Mabel C. Hornmann
Charles Lieb
Lillian K. Lieb
Ronald J. Heath
Sharon M. Heath
Avery Hiddleston
Harriet Hiddleston
Ann C. Burdette

Phebe J. Rosch ; Philip Handelman
Norma D. Roe ; Pauline Handelman
Hazel C. Baker ; Norma K. Jackson
Ethel A. Goldston ; Darwyn C. Jackson
Seymour Goldston
Joan G. Monson
Dean Monson
R. B. Talarico
Ann M. Talarico
Blanche Rawe
Daryl L. Rawe
Marvin Richards
Roberta Richards
Helen Jensen
Hattie Delapp
Goriene L. Jergensen
Shirley Binder
Evelyn Rodine

of Douglas County, Nebraska, to me known to be the identical persons, and who executed the above and foregoing instrument and they acknowledged the same to be their voluntary act and deed as owners of units in Dryer Crest Townhomes Condominium Property Regime for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal the day and year last above written.

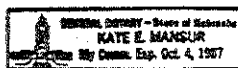


Avery Hiddleston
Notary Public

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 15th day of August, 1984, before me, a notary public, personally appeared Avery Hiddleston; of Douglas County, Nebraska, to me known to be the identical person, and who executed the above and foregoing instrument and he acknowledged the same to be his voluntary act and deed as owner of a unit in Dryer Crest Townhomes Condominium Property Regime for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal the day and year last above written.



Kate E. Mangus
Notary Public

RETURN TO:
Avery Hiddleston
2345 S. 119th Pl
Omaha, Ne 68144

RECEIVED
1984 AUG 16 AM 11:21
C. NATE MILLER
REGISTERED CLERK
DOUGLAS COUNTY, NEBR.

1-0-3850
Index
CORP
65-5-16
65/109

OWNER

UNIT OWNED IN CRYER CREST
TOWNHOMES CONDOMINIUM PROPERTY REGIMEAlan G BrownUnit 2305 S 119 PlazaNorman D. Foy
First Fidelity CoUnit 2312 So 119th Ct.Harriet H. HildnerUnit 2325 So 119th PlazaShirley BenderEnidyn RodlineUnit 2311 S. 119 PlazaDorothy HarrowUnit 2324 So. 119th PlazaSelen JensenUnit 2320 So 118 CtPhoebe J. RoachUnit 2314 South 118th CourtAnn C. BurdetteUnit 2318 So 119 PlazaThompson Co. Inc.2nd CrawfordUnit 2308 So. 118th CourtCharles LiebLillian K. LiebUnit 2311 So 118 CTE. J. EastAnita K. PassUnit 2311 So 119th CtCharles J. MitzUnit 2305 South 119th Court

OWNER

UNIT OWNED IN CRYER CREST
TOWNHOMES CONDOMINIUM PROPERTY REGIME

Jutta D. Lapp

Unit 2304 So 119th Court

Janet L. Karp
Blanche Karp

Unit 2306 So 119th Ct.

F. Balarice
Ann M. Balarice

Unit 2324 So 114th Ct.

Margaret C. Cury

Unit 2318 So 119th Ct.

Donald J. Heath
Sharon M. Heath

Unit 2320 S 119th CT

Margaret B. Bickel
Robert J. Bickel

Unit 2329 So 119th Ct.

James V. Bagley
Madelyn J. Bagley
Ethel L. Bickel

Unit 2317 So 119 Court

Stephen Bickel

Unit 2305 So 118th Ct.

Pauline K. Hollman
Shirley Anderson

Unit 2317 So 118th Ct.

Lois L. Nelson

Unit 2312 So 119th Plaza

Harold E. Harman

Unit 2323 So 119 Court

Unit

_____)
 _____)

Unit _____

_____)
 _____)

Unit _____

_____)
 _____)

Unit _____

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

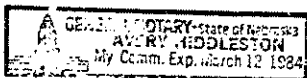
On this 15th day of JANUARY, 1981, before me, a notary public,
 personally appeared _____

Alan C. Brown ;
 Norma D. Noe ;
 Avery Hiddleston ;
 Harriet Hiddleston ;
 Shirley Binder ;
 Evelyn Rodine ;
 Dorothy Harrow ;
 Helen Jensen ;
 Phebe J. Rosch ;
 Ann C. Burdette ;
 Harry W. Crawford ;
 Zoe Crawford ;
 Charles Lieb ;
 Lillian K. Lieb ;

E. J. Poss ; Ethel A. Goldston ;
 Anita K. Poss ; Seymour Goldston ;
 Eleanor J. Metz ; Pauline K. Handleman ;
 Hattie DeLapp ; Philip Handleman ;
 Daryl Rawe ; Gorlene L. Nelson ;
 Blanche Rawe ; Harold E. Horman ;
 Ann M. Talarico ; R.B. Talarico ;
 Margaret Kirby ;
 Ronald J. Heath ;
 Sharon M. Heath ;
 Marvin Richards ;
 Roberta Richards ;
 James V. Begley ;
 Madlyn J. Begley ;

of Douglas County, Nebraska, to me known to be the identical persons, and who executed
 the above and foregoing instrument and they acknowledged the same to be their voluntary
 act and deed as owners of units in Cryer Crest Townhomes Condominium Property Regime
 for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal the day
 and year last above written.



Avery Hiddleston
 Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On this 29 day of January, 1981, before me, a notary public,
 personally appeared Avery Hiddleston; of Douglas County, Nebraska, to me
 known to be the identical person, and who executed the above and foregoing instrument
 and he acknowledged the same to be his voluntary act and deed as owner of a unit in
 Cryer Crest Townhomes Condominium Property Regime for the uses and purposes therein
 mentioned.

In testimony whereof, I have hereunto set my hand and official seal the day
 and year last above written.



RALPH W. ANDERSEN
 General Notary - State of Neb.
 My Commission Expires
 7-14-81

Ralph W. Andersen
 Notary Public

DOUGLAS COUNTY, NEBR.
 REGISTER OF DEEDS
 C. HAROLD OSTLER

1981 DEC 21 PM 12:18

RECEIVED

48

book 664
 page 336
 11/22

1875
 1875
 1875