# MASTER DEED CREATING A CONDOMINIUM PROPERTY REGIME

The undersigned, owners of the real property hereinafter described, execute this Master Deed for the purpose of creating and establishing a Condeminium Property Regime, pursuant to Sections 76-801 to 76-823, both inclusive, Revised Statutes of Rebraska, otherwise known as the Condominium Property Act. For the purpose of complying with said Condominium Property Act, the following particulars are set forth:

- 1. The name by which this Condominium Property Regime is to be identified is: SPANISH VILLAGE CONDOMINIUM PROPERTY REGIME.
- 2. The description of the land and buildings, expressing their respective areas, which are submitted to this Condominium Property Regime are as described in Exhibit "I" attached.
- 3. The general description and number of each apartment expressing its area, location and other identifying data are as set forth in the Exhibit "II" attached.
- 4. A description of the general common elements of the buildings are as set forth in Exhibit "III" attached.
- 5. The value of the entire property and of each apartment, and the percentage apportaining to the coowners in the expenses of, and rights in, the elements held in common are as set forth in axiibit "IV" attached.
- 6. The covenants, conditions and restrictions relating to this Condominium Property Regime, which shall run with the land and bind all coowners, tenants of owners, employees and any other persons who use the property, including persons who acquire the interest of any coowner through foreclosure, enforcement of any lien or otherwise, are as set forth in Exhibit "V" attached.
- 7. The definitions set forth in Section 76-802 Revised Statutes of Nebraska, shall govern this Master Deed and the attached By-Iaws.
- 8. All apartments in this Condominium Property Regime shall be devoted solely to use for residential purposes.
- 9. The administration of the buildings included within this Condominium Property Regime shall be governed by the By-Laws set forth in Exhibit "VI" attached.
- 10. Upon the affirmative vote of the owners of not less than three-fourths of the total basic value of the property included within this Condominium Property Regime may be sold or otherwise disposed of, or the Condominium Property Regime may be waived; provided that if at such time any of the individual apartments are encumbered, then the creditors in whose behalf such encumbrances are recorded shall agree to such sale or other disposition, or shall agree to accept as recurity the undivided portions of the property owned by the debtors. Upon any such vaiver of this Condominium Property Regime the coowners shall own the property as tenants in common in accordance with their respective interests therein. Following any such termination the property may be judicially partitioned and sold upon the petition of any person owning any interest in the property, but if persons who were owners representing not less than three-fourths of the total basic value of the property included within this Condominium Property Regime immediately prior to such termination shall agree in writing to sell or otherwise dispose of the property, after termination, then all

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owners of any interest in the property which was subject to this Condominium Property Regime immediately prior to such termination 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 Spanish Village Association, Inc. In such case any pending partition action shall be dismissed, in order to permit completion of such sale or disposition.

11. All notices required pursuant to this deed and the exhibits attached, shall be in writing and sent to the party or parties to be notified by certified or registered mail, return receipt requested; and if to an owner, then to his last known address as shown by the records of Spanish Village Association, Inc.; and if to the Condominium or to Spanish Village Association, Inc., then to the registered office of said association.

EXECUTED this 20 day of Oct., 1971.

Lioye V settegree Stangers

Rose rt F. Pettegree

Rose Pary Pettersew

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Anger A. Pettegrev

STATE OF NEBRASKA )
) ss
COURSEY OF DESIGNORS )

EMFORE me the undersigned, a Notary Public, personally came Lloyd k. Postagraw and Rose Mary Pettegraw, husband and wife, and Robert F. Pettegraw and Cingar K. Pettegraw, nusband and wife, to me personally known to be the persons who executed the above and foregoing Master Deed, and they and each of them acknowledge the execution thereof to be their voluntary act and deed.

WITHOUS my hand and notarial scal at Omaha in said County this 2c

Notage Public

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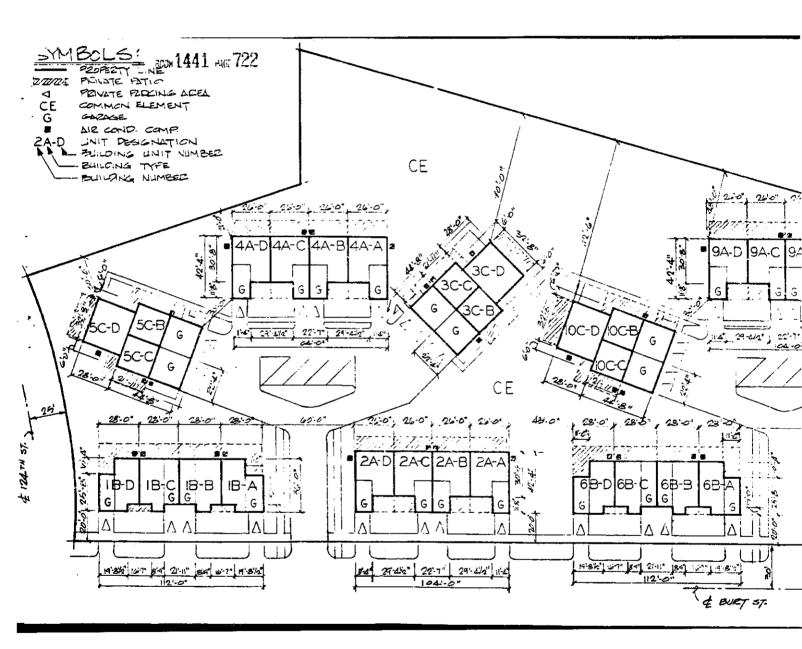
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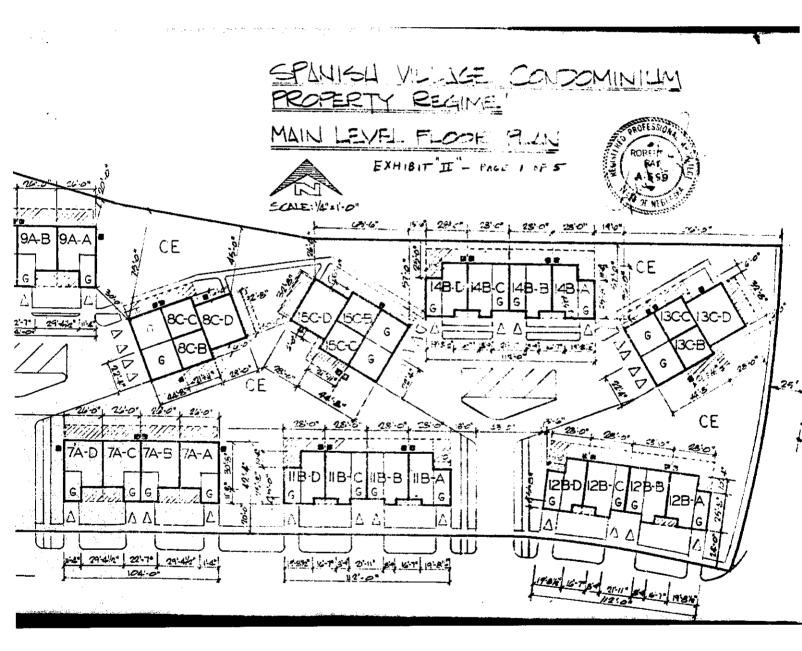
### EXHIBIT "I"

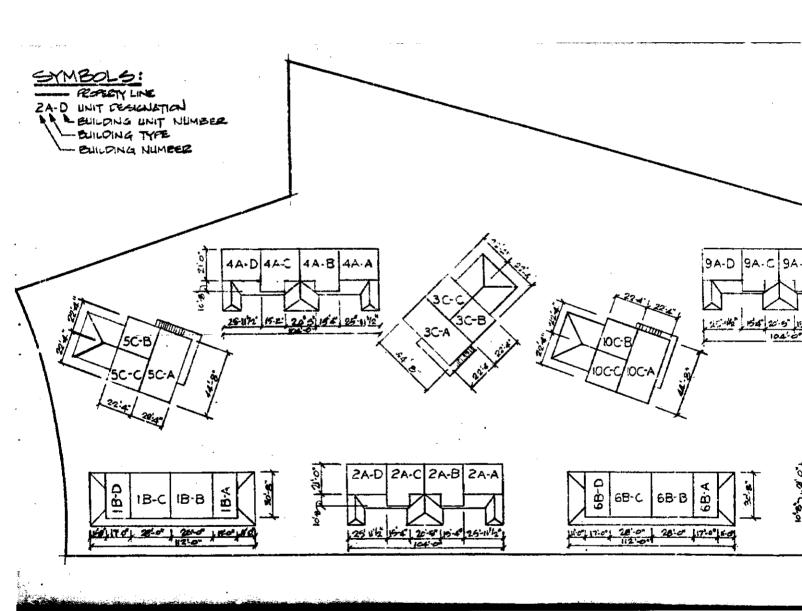
### DESCRIPTION OF LAND AND BUILDINGS IN SPANISH VILLAGE CONDOMINUM PROPERTY REGIME

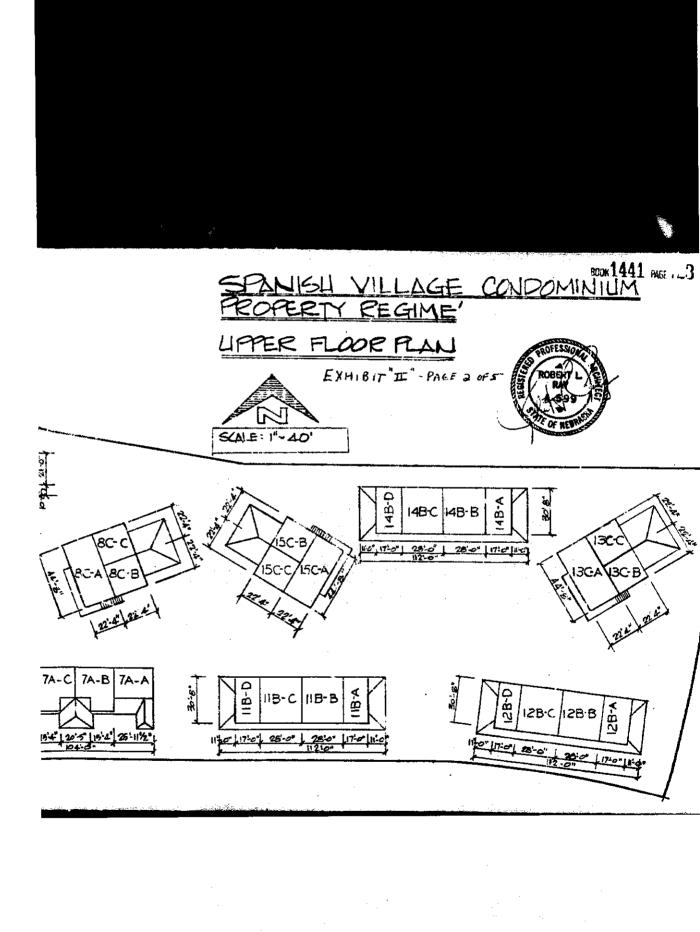
The land included in this Property Regime consists of all of Lots 1, 2, 3, 4, 5, 6 and 7, Block 3, Miracle Hills, an addition in Douglas County, Nebraska, as curvey 1, platted and recorded, having a total square footage area of 229,408 square feet.

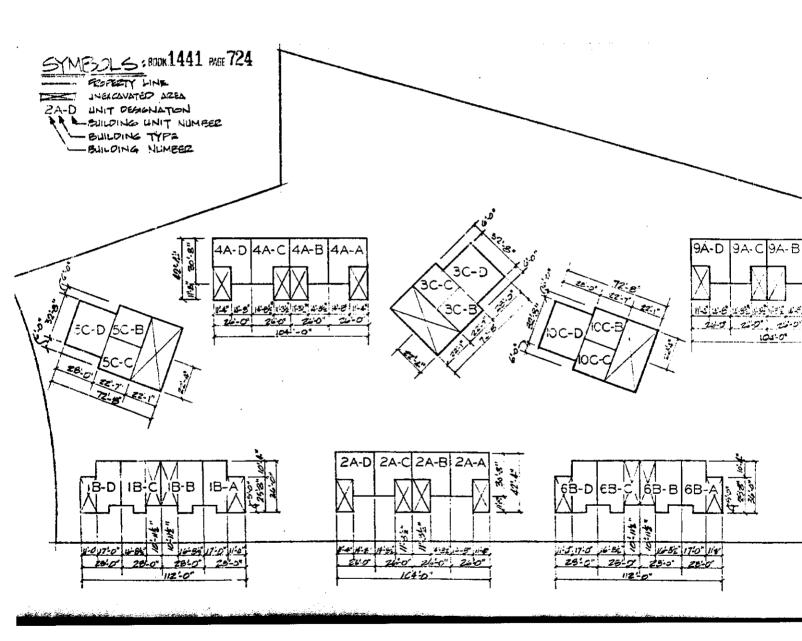
The buildings included in this Conformation Property Regime consist of Fifteen (15) buildings, each containing four (4) apartments, located as shown on Whibit "II" attached to the Master Deel, said buildings containing a total main floor area of 4),967 square feet. The buildings are numbered from 1 to 15 inclusive, and are described as Building Type A, Building Type B, or Building Type C. The four (4) apartments in each building are described by designation A, B, C and D. Any one apartment is designated by the building number, the type of building, and the letter designation of the respective apartment. Type A buildings have a main floor area of 3,717 square feet; Type B buildings have a main floor area of 2,969 square feet.

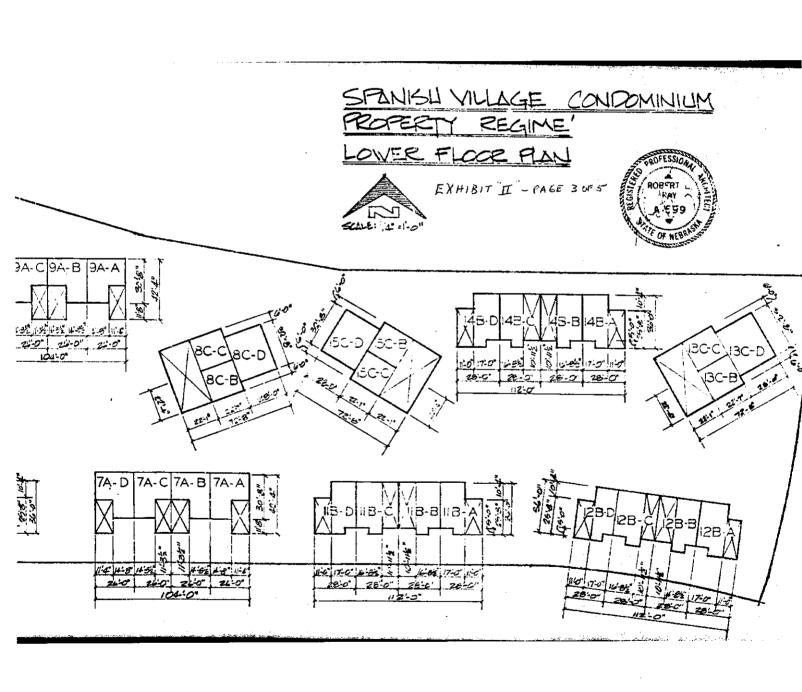


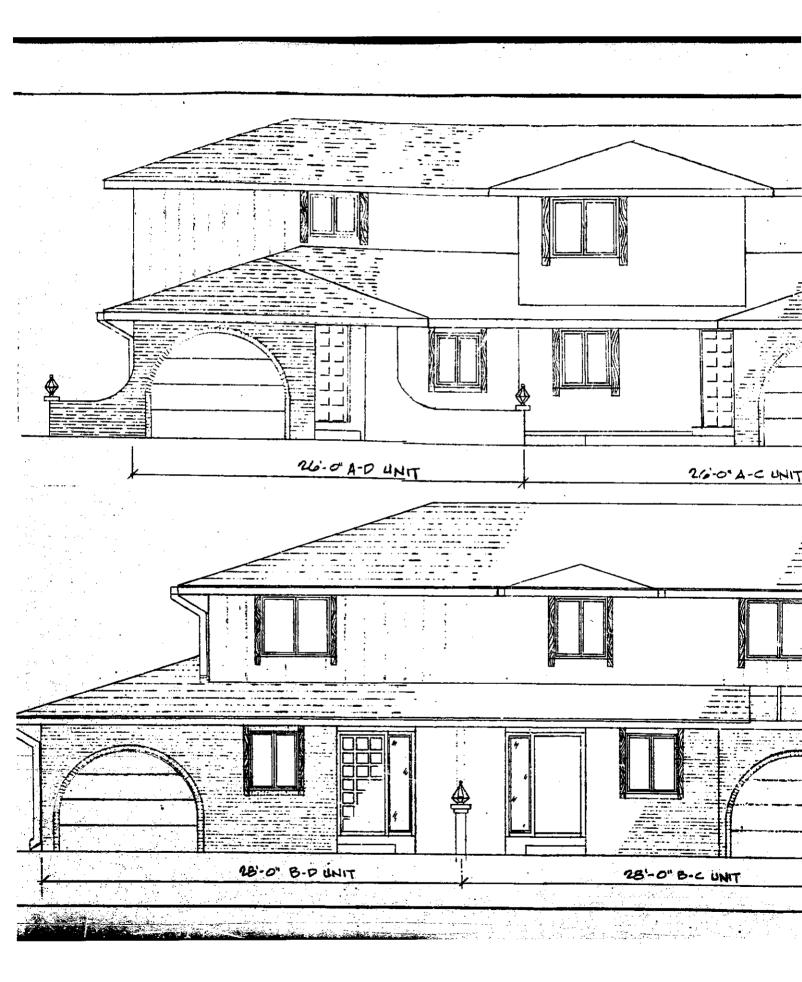




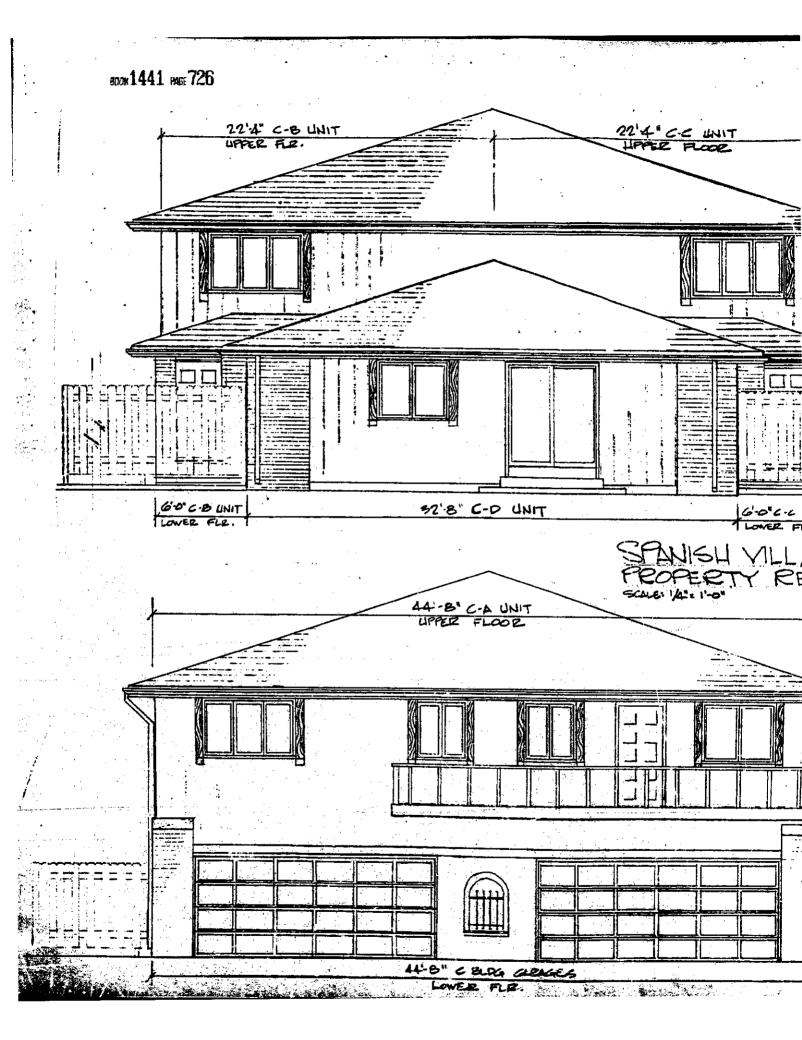












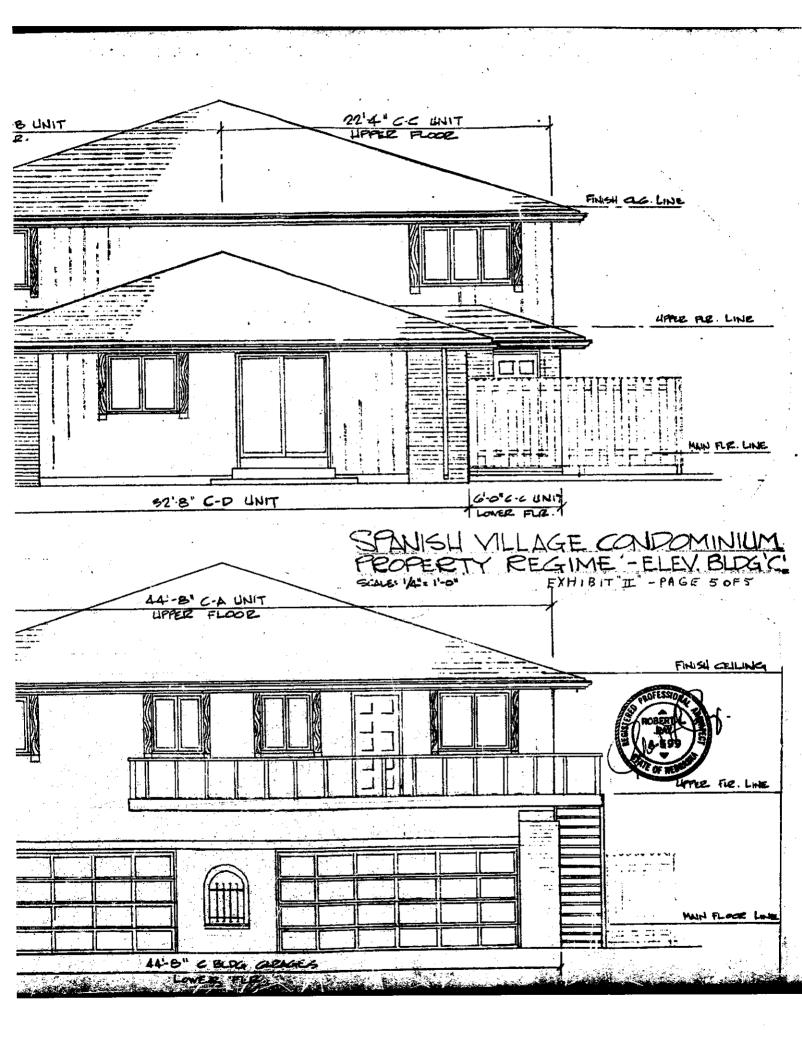


EXHIBIT "III"

#### GENERAL COMMON ELEMENTS

The land on which the buildings stand, including all of Lots 1, 2, 3, 4, 5, 6 and 7, Block 3, Miracle Hills, an addition in Douglas County, Nebraska, as surveyed, platted and recorded, except yard areas included within patios as delineated on the plans attached, which yard areas shall not be common elements; the exterior surfaces of all buildings, except for screening, window glass and exterior doors, including garage doors; the foundations, main walls, roofs, yards and gardens not included within patios as above excepted; drives, walks and parking areas, except parking areas which are delineated on the attached plans as belonging to specific apartments; and all parts of the property and improvements thereon which are not located within the apartments as shown on the attached plans, or within the excluded yard areas and parking areas as above provided. For purposes of clarification, air conditioning compressors or units are not common elements, but are part of the respective apartments, and shall be maintained and replaced as needed by the owner of the respective apartments. Each apartment owner shall be responsible for the repair, maintenance and replacement of all window glass, screening, and exterior doors, including garage doors and the mechanical operators thereof, it being understood that the only common area maintenance of exterior doors shall be the painting or finishing for the exterior surfaces thereof. If any owner fails to repair maintain or replace such part of the exterior of his apartment as is required by this Master Deed and the By-Laws attached hereto, then the association which shall handle the emergement of this Condominium Property Regime, may perform such work, invoice the owner therefor and secure and enforce a claim and lien therefor against the owner and his apartment in like manner as a delinquent assessment for common element expense.

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### EXHIBIT "IV"

The total value of the entire Condominium Property Regime is \$ 1,620,000.00 and the basic value of each apartment, together with the percentage which cach apartment shall share in the expenses of, and the rights in, the common elements are as follows:

| APARTMENT NO.                          | BASIC VALUE            | PERCENTAGE INTEREST |
|--|------------------------|---------------------|
| 1B-A                                   | \$ 26,568.co           | 2 (1.4)             |
| 13-B                                   | 30,942.00              | 2.64%               |
| 1B-B<br>1B-C                           |                        | 1.915               |
|  | <b>30,</b> 942.00      | 1-919               |
| 1B-D                                   | 26,563.00              | 1.645               |
| A-VS                                   | 27,654.00              | 1.725               |
| 2A-B                                   | 29,970.00              | <b>1.</b> 85%       |
| 2A-C                                   | 29,970.00              | مُرَ5.1             |
| 2A-D                                   | 27,864.co              | 1.72 <i>6</i>       |
| 3C-A                                   | 24,624.00              | 1.52,5              |
| 3C-B                                   | 24,162.00              | 1.51%               |
| 3C <b>-C</b>                           | 24,462.00              | 1.51%               |
| 3C-D                                   | 23,490.00              | 1.45%               |
| 4A-A                                   | 27,864.00              | 1.725               |
| LA-B                                   | 29,970.00              | مُرْ55.             |
| 4v-c                                   | 29,970.00              | 1.85%               |
| 4A-D                                   | 27,864.00              | 1.72%               |
| 50-A                                   | <b>24,</b> 624.00      | 1.52%               |
| 5C-B                                   | <b>24,</b> 462.00      | 1.515               |
| 5C-C                                   | 24,462.00              | 1.512               |
| 50-D                                   | 23,490.00              | 1.45%               |
| 6≥-A                                   | 26,563.00              | 1.645               |
| 6: в 🗼                                 | 30,9%.00               |                     |
| 55-0                                   | 30,91.2.00             | 1.91%               |
| 65-0                                   | 26,563.00              | 1.91%               |
| 74/.                                   | 27,064.00              | 1.645               |
| 7/                                     |                        | 1.72%               |
| · · · · · · · · · · · · · · · · · · ·  | 29,970.00              | . 1.655             |
| 710<br>710                             | 29,970.00              | 1.85%               |
| 7A-D                                   | 27,864.00              | 1.72%               |
| 80-A                                   | 24,624.00              | 1.52%               |
| : 3-8                                  | 24,462.00              | 1.51%               |
| ಜ <b>ಿ−ರ</b>                           | 24,1462.00             | 1.515               |
| 8c-D                                   | 23,490.00              | 1.45%               |
| 9A-A                                   | 27,864.00              | 1.72%               |
| 9A-B                                   | 29 <b>,</b> 970.00     | 1.65%               |
| JA-C                                   | 29,970.00              | 1.85%               |
| 9A-D                                   | 27,8 <i>6</i> 4.00     | 1.72,               |
| 10C-A                                  | 24,621.00              | 1.52,5              |
| 198-B                                  | 24,462.00              | 1.515               |
| 10C-C                                  | 24,462.00              | 1.5%                |
| 2:00- <b>D</b>                         | 23,490.00              | 1.45%               |
| 1                                      | 26,565.00              | 1.64,               |
| 11B-B                                  | 30,942.00              |                     |
| ilB-C                                  | 30,942.00              | 1.91%<br>1.91%      |
| 118-D                                  | 26,563.00              |                     |
| 20B-A                                  | 26,566.00              | <b>1.6</b> 5        |
| 125-B                                  | 30,952.00              | 1.645               |
| 157-3                                  | 30,942.00              | 1.913               |
| 128-1)                                 | 26,500.00              | 1.91.3              |
| 133-7.                                 | 24,604.00              | 1.5hjá              |
| วิวัติ-มี                              | 2) 163.00              | 1.52                |
| 130-C                                  | 2h, bCn.co             | 1.57.6              |
| 130-b                                  | 23,490.00              | 1.513               |
| $\widetilde{M}_{1}\widetilde{\Lambda}$ | 26,56% <b>.</b> 00     | 3.15)               |
| 143-1.                                 | 30,9/,2.00             | 1.6%                |
| 11:5-3                                 | 30,942.00<br>30,942.00 | 1.925               |
| 148-D                                  | 30,300,000             | 1-91 <i>/</i> ;     |
| 3.5C -A                                | 25,561.00              | 1.606               |
| 350-A                                  | 24,624.00              | 1.5%                |
| 15C-C                                  | 24,462.00              | <b>1.</b> 51%       |
|  | 24,452.00              | 1.51,5              |
| 150-D                                  | 23,490.00              | 1.455               |
|  |                        | **                  |

### EXHIBIT "V"

- The covenants, conditions and restrictions relating to this Condominium Property Regime are as follows:
- A. SPANISH VILIAGE ASSOCIATION, INC., a Nebraska nonprofit corporation, not been incorporated to provide a vehicle for the management of the Condominium. Each coowner shall automatically be deemed a member of said association. The Bylavs of said association are also the Bylaws of this Condominium Property Regime and are set forth in Exhibit "VI" attached to the Master Deed.
- B. The similar elements are for the use and enjoyment of all coowners. The concretip of the common elements shall remain undivided, and no person or coowner 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 coowners 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-common elements is appurtenant to his apartment and inseparable from apartment ownership. Assessments against coowners for insurance, common elements expenses and reserves and for other tagenses incurred by the association shall be made pursuant to the ly-laws. Assessments paid within ten (10) days after the date when due shall not bear interest, but all sums not paid within said ten (10) day period shall bear interest at the highest legal rate from due date until paid. If any co-comer shall fail or refuse to make any payment of such assessments when due, the amount themeof, plus interest, shall constitute a lien upon the coowner's interest in his apartment and in the property, and upon the recording of such lien by the association in the office of the Register of Deeds of Douglas County, Nebraska, shall be a lien having a priority and preference over all other liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and duly recorded mortgage and lien instruments.

### C. Each coowner shall:

- (i) Maintain, repair and replace at his expense all portions of his agartment which are not included within the definition of common elements.
- (ii) Refrain from painting, decorating or changing the appearance of any portion of the exterior of any of the buildings, unless he shall have received prior written approval by the association.
- (iii) Promptly report to the association any defect, or need for repairs, which is the responsibility of the association.
- D. Each apartment shall be used and occupied only by one (1) family, its servants and guests, as a residence and for no other purpose. No apartment may be sublivided into smaller units, nor may any portion thereof be sold or transferred without first amending this Phater Deed to show the changes in the apartment or apartments to be sublivided.
- E. No practice or use shall be permitted on the Condominium Property or in any apartment which is a part thereof, which shall be an annoyance to owners or residents of the area or which shall interfere with the peaceful use and enjoyment of the apartments and the common elements. All portions of the property included within this Condominium Property Regime and of the apartments included therein 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.

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- F. No apartment owner may sell or lease his apartment or any interest therein without the prior written approved of the association. This provision shall not affect transfer by death, but any person acquiring such apartment by reason of the death of any owner of an interest therein shall be subject to these restrictions on any subsequent transfer. An owner intending to make a sale or lease of his apertment shall give the association written notice thereof together with the name, and a current address for, and credit report on, the proposed purchaser or proposed lessee, together with the terms and price of such sale or lease, together with a copy of the agreement governing the proposed purchase or proposed lease. Within four cer( 14 ) days after receipt of such notice, the association, by written notice to the owner of such apartment, may either purchase such apartment on the price and on the terms set forth in the proposed purchase agreement, or lease the property or furnish a substitute tenant for the property on the terms and for the price contained in the proposed lease. If the association shall not have elected to either purchase or lease, by giving such written notice within the time specified, then the accordation shall be deemed to have approved the sale or lease, notice of which shall have been given to the association as above provided, but only to the party thus identified and disclosed to the association. The association may notify the owner of the agartment prior to the expiration of the period of time within which the association may either purchase or lease, as above provided, of its intention not to so purchase or lease, which notice shall also be deemed to be an approval of the sale or lease, but only to the party thus identified and disclosed to the association. The foregoing only to the party thus identified and disclosed to the association. provisions granting a privilege of first refusal to the association shall not apply to any acquisition of ownership of such apartment through foreclosure of a mortgage upon such apartment.
- G. Coowners representing three-fourths or more of the total basic value of all of the property included within this Condominium Property Regime may at any time in writing, duly acknowledged and recorded, effect an amendment to this Master Deed and to the By-laws and plans attached hereto; provided, however, that any such modification or amendment shall not be binding upon the holder of record of any existing mortgage unless such mortgage holder likewise consents to such modification or amendment in writing.

### EXHIBIT "VI"

### BY-LAWS

OF.

SPANISH VILLAGE ASSOCIATION, INC. A Nebraska Monprofit Corporation,

### AND OF

### SPANISH VILLAGE CONDOMINIUM PROPERTY REGIME

- 1) These By-Laws are intended to cover the operations of Spanish Village Association, Inc., a Rebraska nonprofit corporation, and they are also intended to covern the administration of Spanish Village Condominium Property Regime.
- 2) The corporate scal shall bear the name of Spanish Village Association, Inc.
- 3) Mambers. Spanish Village Association, Inc., has been organized to provide a means for the administration and management for Spanish Village Condominium Property Regime, in Pouglas County, Nebraska. Membership in the corporation is automatically granted and restricted to record synchrology of apertments in said Condominium Property Regime. The vote on behalf of any apartment in said Condominium Property Regime shall be in person by the record owner thereof provided, however, that if any such apartment is owned by more than one person, or by a corporation or other entity, such vote chall be cast by the person named in a certificate signed by all of the owner, of the apartment and filed with the Sceretary of Spanish Village Association, Inc. No other form of proxy voting will be permitted. Each apartment in Spanish Village Condominium Property Regime shall be entitled to that number of votes which shall clual the total basic value, in dollars, assigned to such apartment in the Master Deci creating Spanish Village Condominium Property Regime.
- 4) Meetings of Manhers. The annual meeting of the members of Spanish Villege Association, Inc., will be held on the first Tuesday, which is not a national holiday, in the month of January of each year, at 9:00 o'clock A.M., at the First Federal Savings & Lean Association of Chaha building, located at 111 North 84th Street, Omaha, Netruska, 6811k, for the purpose of electing a Board of Administrators, who chall also constitute the directure of Spanish Villege Association, Inc., as well as for the transaction of any other business that may properly come before the meeting of the members. No notice of such annual meetings need be given.

Special meetings of the Members of Spanish Village Association, Inc., may be called by the president or vice president, or by a majority of the Board of Administrators (directors) and small be called by the secretary of Spanish Village Association, Inc., upon receipt by such secretary of a written request signed by members of Spanish Village Association, Inc., owning at least two-thirds of the total basic value of Spanish Village Condominium Property Regime. Notice of special meetings shall be given by written notice delivered or mailed to each apartment within Spanish Village Condominium Property Regime, not less than ten (10) days prior to the date of such special meeting. Such suches may be valved, either before or after such special meeting.

- 5) Officer. Spanish /illage Association, Inc., shall have officers consisting of a precident, vice precident, secretary and treasurer. The president shall precide over members meetings. The vice president shall act for the president in the president's absence. The secretary shall keep the minute book and record the minutes of meetings of the members. The treasurer shall supervise the financial record.
- 6. Quorum. A quorum at meetings of members of Spanish Village Association, Inc., whell conside of private available majority of the total basic value of Spanish for the foreleasing the foreign product of the foreign meeting where least that a param may be in attended into a reting of the adjourned from time to time, without further notice, by a majority vote of the total basic value represented at and meeting. The afficuative vote of persons or sing a majority of the total basic value of an ofth Village Conforminum Property Regime shall be required to adopt any

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decision on the part of the members of Spanish Village Association, Inc.

be managed by a Board of three (3) Administrators (also known as directors) elected by the members at the annual meeting of the members. Vacancies occurring in memberships on such board shall be filled by the remaining administrators. The term of each administrator shall be until the next annual meeting of the members, or until his successor is duly elected and qualified. The Board of Administrators shall have authority for the care, upkeep and surveillance of the buildings and the general and limited common elements or services included in Spanish Village Condominium Property Regime, and shall also have the authority for the designation and dismissal of personnel necessary for the works and the general or limited common services of such buildings. Compensation of 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 Property Regime may be entered into with an administrator or with an entity of which he is a representative or owner. Any administrator may be removed by a majority vote of the members at any special meeting of the members called for that purpose and the vacancy thus created may be filled at such special meeting by the members.

Notwithstanding the foregoing, until December 31, 1973, or until the parties who shall sign the original Master Deed for Spanish Village Condominium Property Regime, as developers, elect in writing to waive their right to elect the administrators (whichever shall first occur), the administrators of Spanish Village Association, Inc., shall be chosen solely by a majority vote of the persons who shall have executed the Master Deed creating Spanish Village Condominium Property Regime.

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

- 3) Meetings of Administrators. The annual meeting of the administrators shall immediately follow the annual meeting of the members. No notice of such annual meeting shall be required. Special meetings of the administrators may be called by the president, or by a majority of such administrators upon twenty-four (24) hours' prior notice of the meeting given personally, by mail, by telephone, or by telegraph. Notice of such meeting may be waived either before or after the meeting.
- 9) Officers. The officers of Spanish Village Association, Inc., shall be elected by the administrators. Compensation of the officers shall be fixed by the administrators. Any person may hold two or more offices, but no one person shall at the same time hold the offices of president and secretary. The officers of Spanish Village Association shall consist of a president, vice president, secretary and treasurer and such additional officers as the administrators shall from time to time deem necessary.
- a) The president (or vice president in the absence or disability of the president) shall be the chief executive officer of Spanish Village Association, Inc.; shall preside at meetings of members and of 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 of members and 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 as may be prescribed by the president or by the administrators.
- c) The treasurer shall have custody of corporate funds and securities of Spanish Village Association, Inc.; shall account for all corporate receipts and disbursements; and shall perform such other duties as may be prescribed by the president or the administrators.
- 10) Budget. The Board of Administrators shall adopt a budget for each calendar year, which shall include the estimate of funds required to defray common expense. 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 antic pated losses. The budget shall be adopted in November of each year for the coming of lendar year and or pies of the budget and proposed assessments shall be sent to each owner on or before December 31 preceding the year for which the budget is made. Budgets may be amended during a current year where necessary, but copies of the amended budget and proposed increase or decrease in assessments shall

be sent to each owner as promptly as possible. The foregoing requirements as to the timing of the preparation of the budget and the sending of the same to owners shall not apply to any budgeting for any period of time prior to January 1, 1973.

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There shall be no enlargement of the common elements or additional structures build as part of the common elements if such enlargement or additional construction shall cost more than \$3,000.00 unless and until such enlargement or construction is approved in writing by coowners representing at least three-fourths of the total basic value of Spanish Village Condominium Property Regime and until a proper amendment of the Master Deed has been executed, acknowledged and recorded.

- 11) Assessments. Assessments against each owner of ar apartment in Spanish Village Condominium Property Regime shall be made annually for common expenses on or before the first day of the year for which such assessments are male. The annual assessment shall be due in twelve (12) equal monthly payments on the first day of each month during such year. The assessment to be levied against each such apartment shall be such apartment's prorata share of the total annual budget based upon the percentage of such agartment's basic value as set forth in the Master Deed establishing the condominium. In case of an amended budget as provided in the precoding paragraph, the amended assessment shall be payable at the time specified in the notice of the amended assessment senu to each apartment owner. Until construction of an apartment unit is completed, as shown on the plans attached to the Faster Deed for Spanish Village Condominium Property Regime, the assessment against such uncompleted apartment shall not exceed \$5.00 per month. If any apartment owner shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the member in his spartment and the administrators may record such lien in the office of the Register of Deeds of Douglas County, Mebraska, whereupon said lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and other lien instruments. Assessments delinquent more than ten (10) days after the due date shall bear interest at the highest legal rate from the due date until paid. The delinquency of one installment of an accessment shall cause all remaining installments to immediately become due and payable at the option of the administrators.
- 12) Insurance. Insurance policies upon the properties within Spanish Village Condominium Property Regime, including any buildings and common elements improvements, but excluding the furnishings of individual apartments, shall be purchased by and in the name of Spanish Village Association, Inc., for the benefit of the association and the apartment coowners and nortgagees as their interests may appear. Provision shall be made (if possible) for the issuance of certificates of insurance to holders of first mortgages upon individual apartments. The insurance shall cover all buildings and improvements upon the land and all personal property included in the general and limited common elements in an amount equal to the full insurable value thereof (excluding foundation, walks, drives and excavation costs) as determined annually by Spanish Village Association, Inc., but with co-insurance clauses being permitted. Such coverage shall afford protection against loss by fire and extended coverage hazards. addition, insurance shall be procured for workmen's compensation coverage and at least \$100,000.00/\$300,000.00 bodily injury and \$50,000.00 property damage public liability insurance covering the common elements and such other insurance as the administrators of Spanish Village Association, Inc., may deem advisable from time to Insurance premiums shall be deemed common element expense. Spanish Village Association, Inc., is hereby irrevocably appointed agent for each coowner of the apartments located in Spanish Village Condominium Property Regime and the mortgagees thereof, to adjust all claims arising under insurance policies purchased by Spanish Village Association, Inc., and to execute and deliver releases upon payment of claims without joinder by any such coowner or mortgagee. All insurance proceeds shall be applied by Spanish Village Association, Inc., towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds of the value of the buildings and improvements. In such case, and unless otherwise agreed upon in writing by owners representing three-fourths of the total basic value of all properties in Spanish Village Condominium Property Regime, within 120 days after such damage or destruction, the Condominium Property Regime whall be 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 coowners and mortgagees, in accordance with their respective interests in the Condominium Property. In case the insurance proceeds do

### BOOK 1441 MEE 734

not equal the cost of repairs, the excess cost shall be considered a common element expense to be assessed and collected by Spanish Village Association, Inc., from the coowners of the apartments in Spanish Village Condominium Property Regime: provided, however, that in such case of underinsurance, the coowners may, by unanimous resolution adopted after the date of loss, elect not to repair the damage. In cases where the proceeds of such insurance shall exceed the cost of repair, any excess proceeds of insurance so received and not expended shall be credited to the common element working fund. Nothing herein contained shall prevent the owner of any apartment in Spanish Village Condominium Property Regime from obtaining additional insurance on his apartment at his expense.

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

Amendment. These By-laws and the system of administration set out herein may be amended by coowners representing at least two-thirds of the total basic value of the properties in Spanish Village Condominium Property Regime as set forth in the Master Deed, but each such amendment shall comply with the Condominium Property Act of the State of Nebraska, particularly as to Section 76-815 Revised Statutes of Nebraska. Such amendment shall be executed and acknowledged by the president and attested by the secretary of Spanish Village Association, Inc., and shall be operative upon the recording of such amendment in the office of the Register of Deeds of Douglas County, Nebraska in the manner as provided by law.

THE STATE OF NEBRASKA)
Dougles County
Entered in Numerical Index and filed for Record in the office of the Register of Deeds of tight County adjrecorded in Book of tight County adjrecorded in tight County a

# AMERDMENT TO MASTER DEED CREATING "SPANISH VILLAGE CONDOMINIUM PROPERTY REGIME"

The undersigned, being all of the coowners of the total basic value of all of the property included within Spanish Village Condominium Property Regime, and pursuant to Paragraph G of EXHIBIT "V" forming a part of the Master Deed creating Spanish Village Condominium Property Regime, which Master Deed was recorded on October "1", 1971 commencing at Book 1441 at Page 719 of the Deed Records of Douglas County, Rebraska, do hereby amend said Master Deed, By-Laws and plans attached to said Master Deed in the following respects:

- 1. EMHIBIT "I" attached to said Master Deed is amended to the form of the EMHIBIT "I" attached to this document.
- 2. EXHIBIT "II" attached to said Master Deed, which sets forth the general description and number of each apartment, expressing its area, location and other identifying data, is amended as to pages 1 of 5, 2 of 5, 3 of 5 and 5 of 5 and 5 of 5 of the form of pages 1 of 5, 2 of 5, 3 of 5 and 5 of 5 of said EXHIBIT "II" attached to the form of pages 1 of 5, 2 of 5, 3 of 5 and 5 of 5 of said EXHIBIT "II" attached to the form of
- 3. EMBIBIT "III" attached to said Master Deed is amended to the form of the EXHIBIT "III" attached to this document.
- 4. EXHIBIT "IV" attached to said Master Deed is amended to the form of the EXMIBIT "IV" attached to this document.
- 5. The first sentence of Paragraph F, a part of EXHIBIT "V" attached to said Master Deed, is amended to read as follows: "Except for sales made to Petco, Inc., a Mebraska corporation, Lloyd R. Pettegrew, Rose Mary Pettegrew, Robert P. Pettegrew, or Ginger K. Pettegrew, or any one or more of them, no apartment owner may sell or lease his apartment or any interest therein without the prior written approval of the association."
- 6. Paragraph 7) of the By-Laws set forth in EXHIBIT "VI" attached to said Master Deed is amended to read as follows:
- The affairs of Spanish Village Association, Inc. shall be managed by a Board of not less than three (3) nor more than nine (9) Administrators (also known as directors) elected by the members at the annual meating of the members, the number of Administrators to be set annually by vote of the members at said annual meeting. Vacancies occurring in memberships on such board shall be filled by the remaining administrators. The term of each administrator shall be until the next annual meeting of the members, or until his successor is duly elected and qualified. The Board of Administrators shall have authority for the care, upkeep and surveillance of the buildings and the general and limited common elements or services included in Spanish Village Condominium Property Regime, and shall also have the authority for the designation and dismissal of personnel necessary for the works and the general or limited common services of such buildings. Compensation of 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 Promerty Regime may be entered into with an administrator or with an entity of which he is a Any administrator may be removed by a majority vote of the members at any special meeting of the members called for that purpose and the vacancy thus created may be filled at such special meeting by the members.

Notwithstanding the foregoing, until December 31, 1976, or until the parties who shall sign the original Haster Deed for Spanish Village Condominium Property Regime, as developers, elect in writing to waive their right to elect the administrators (whichever shall first occur), the administrators of Spanish Village Association, Inc., shall be chosen solely by a majority vote of the persons who shall have executed the Haster Deed creating Spanish Village Condominium Property Regime.

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

# 800v 529 PAGE 568

|  | Kan Man Fottener   |
|--|--|
|  | , Rose Mary Pettegrew  |
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|  | the state of the s |
|  | Robert P. Pettegrew  |
|  |  |
|  | . ,  |
|  | Ginger K. Pettegrew  |
|  |  |
| STATE OF NEBRASKA )  |  |
| ) ss. COUNTY OF DOUGLAS )  |  |
|  | TOWN B   |
| PETTEGREW and ROSE MARY PETTEGREW GINGER K. PETTEGREW, husband and   | ned, a Notary Public, personally came LLOYD R. , husband and wife, and ROBERT P. PETTEGREW and wife, to me personally known to be the persons ing Amendment To Master Deed Creating "Spanish me", and they and each of them acknowledge the or their voluntary act and deed.   |
|  | arial Seal at Omaha in said County this  |
| day of , 19  | 73.  |
| day or   |  |
| 3  |  |
| PAUL A. RAUTH  | Notary Public  |
| State of Nebraska  |  |
| My Commission Expires November 12, 1975  |  |
|  |  |
| APPI   | ROVAL AND CONSENT  |
| COMES NOW First Federa   | 1 Savings And Loan Association of Omaha, Nebraska, oregoing Amendment To Master Deed.  |
|  |  |
| 6 5 5 5 5 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6  | FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION   |
| No. The state of t | OF OMAILA, NEBRASKA  |
| The court of the   | $O_1 - O_2 O_3$  |
|  | By: Walter De Carl   |
|  | P. W. P.   |
|  | Title: Cy Vice. Vies.  |
| Trans Cal  |  |
| STATE OF NEBRASKA )  |  |
| ) ss   |  |
| COUNTY OF DOUGLAS )  Before me, a  | notary public qualified for said county, personally  |
| came Robert R. Root, Executive Vi<br>of Omaha, Nebraska, a corporation<br>identical person who signed the f<br>thereof to be his voluntary act a   | ice President of First Federal Savings and Loan Association is, known to me to be the Executive Vice President and Foregoing instrument, and acknowledged the execution and deed as such officer and the voluntary act and titl corporate seal was thereto affixed by its dinotarial seal on November 20, 1973.  |
| RUSSELL O. McCRACKER<br>Cineral Notary - State of Rebi<br>lay Constitution Copies<br>May 4, 1777   | Notary Public  |

RUSSILL D. McCRACKFB ConsigNotary State of Bells by Commencial Copies May 4, 1977

SAMOND AND SAMONE

IN WITNESS WHEREOF, this instrument has been executed this 13th day of November , 1973, at Omaha, Nebraska.

of

### EXHIBIT "I"

# DESCRIPTION OF LAND AND BUILDINGS IN SPANISH VILLAGE CONDOMINIUS AND RTY RICEME

The land included in this Property Regime consists of all of Lots 1, 2, 5, 4, 5, 6 and 7, Block 3, Miracle Hills, an addition in Douglas County, Nebraska, as surveyed, platted and recorded, having a total square footage area of 229,498 square feet.

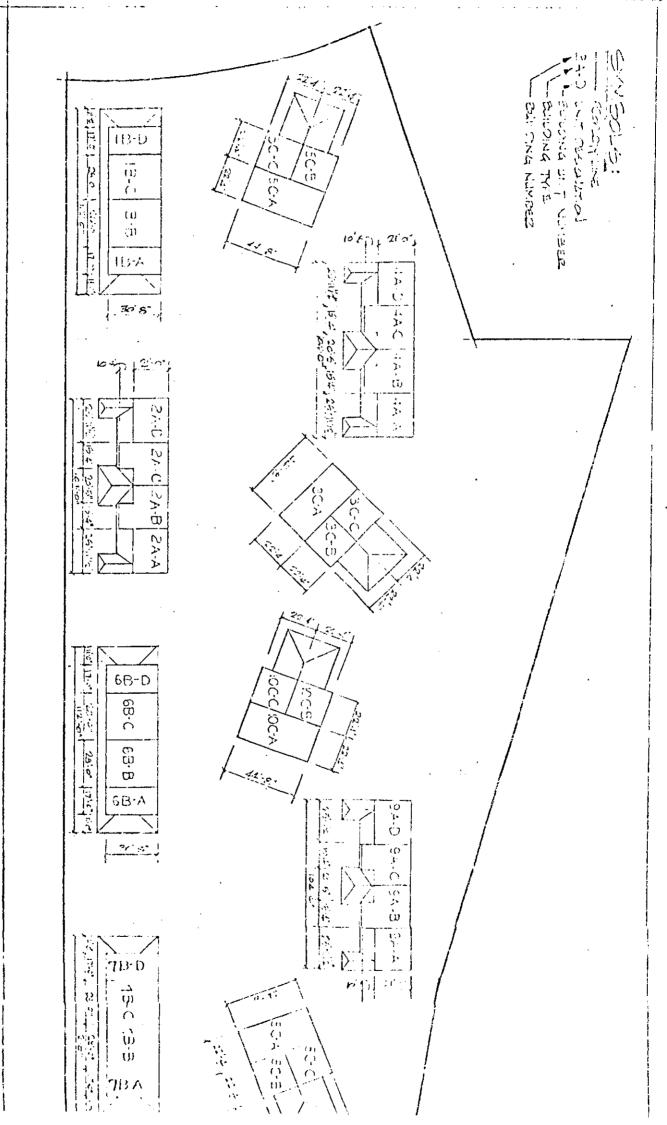
The buildings included in this Condominium Property Regime consist of Fifteen (15) buildings, each containing four (4) apartments, located as shown on Exhibit "II" attached to the Master Deed, said buildings containing a total main floor area of 49,779 square feet. The buildings are numbered from 1 to 15 inclusive, and are described as Building Type A, Building Type B, or Building Type C. The four (4) apartments in each building are described by designation A, B, C and D. Any one apartment is designated by the building number, the type of building, and the letter designation of the respective apartment. Type A buildings have a main floor area of 3,717 square feet; Type B buildings have a main floor area of 3,529 square feet; and Type C buildings have a main floor area of 2,909 square feet.

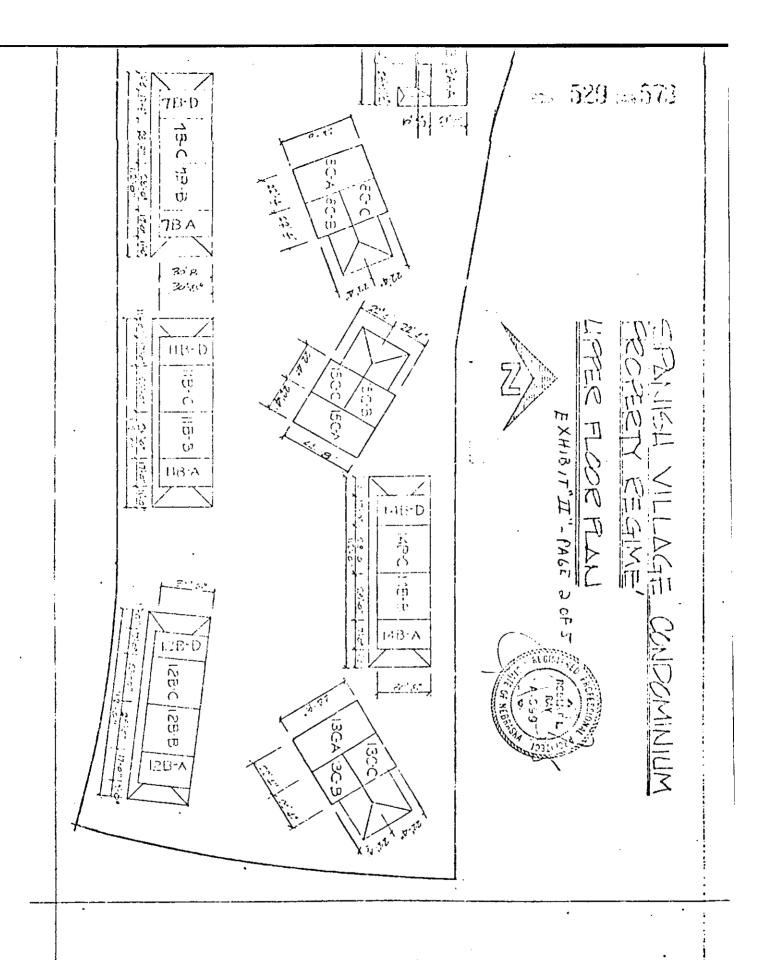
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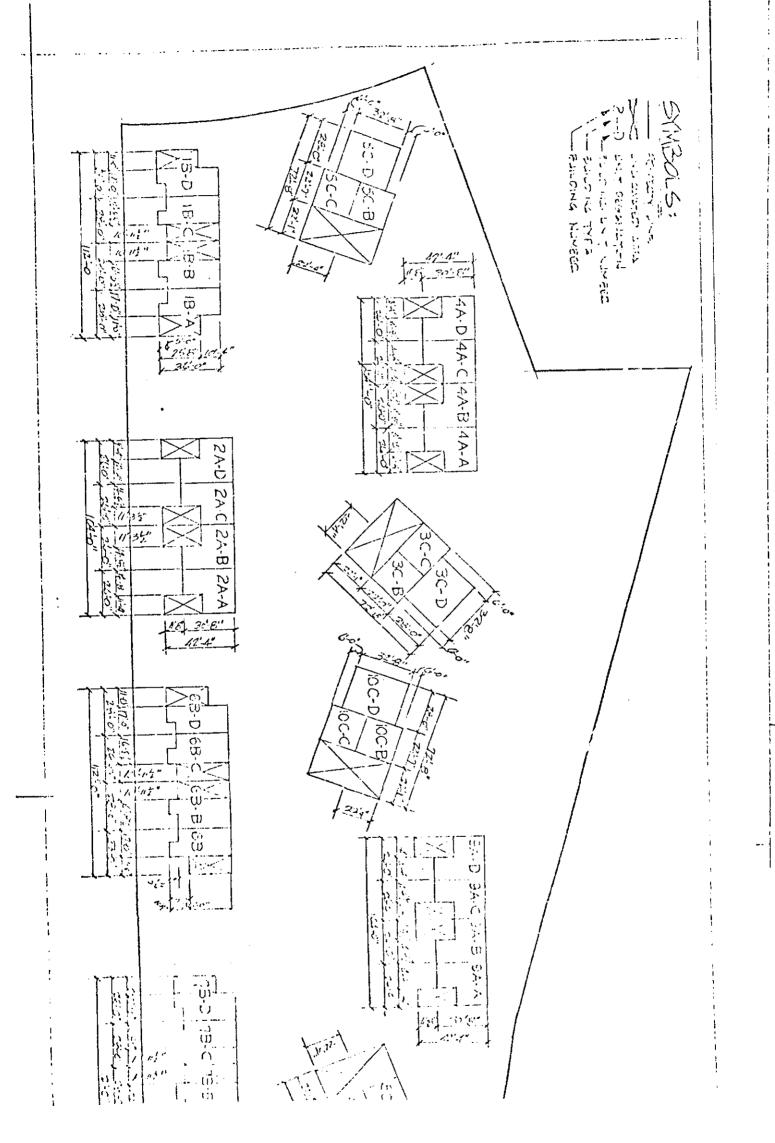
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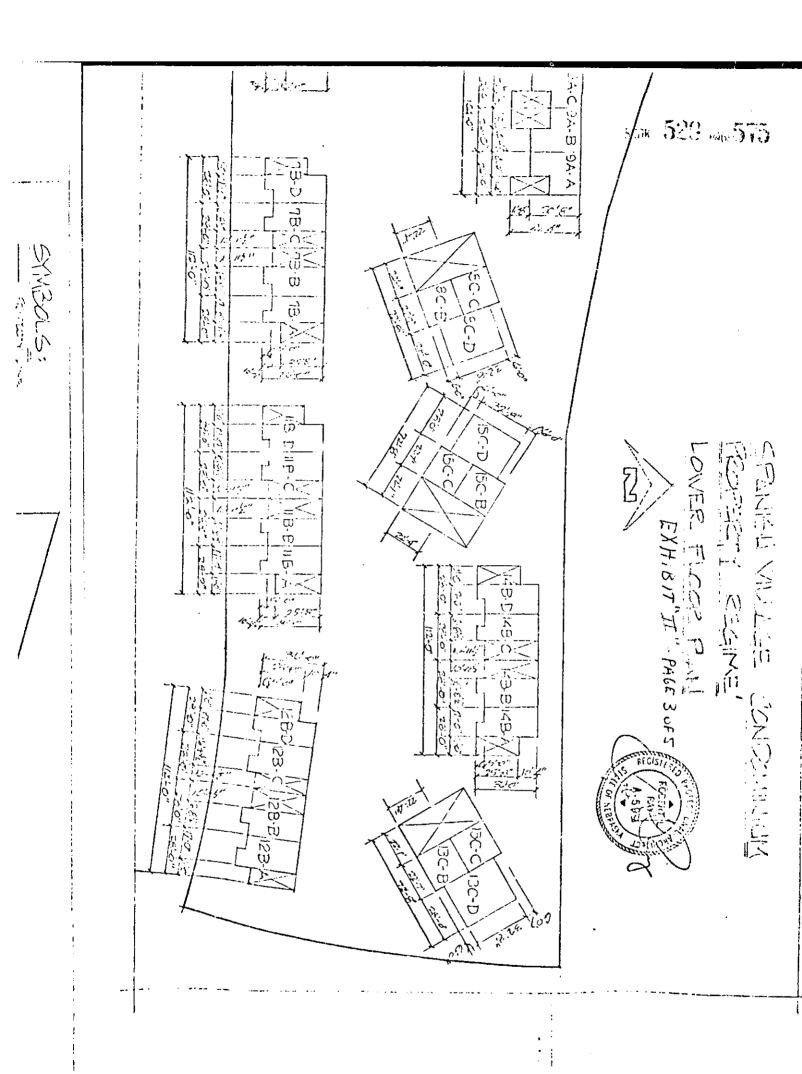
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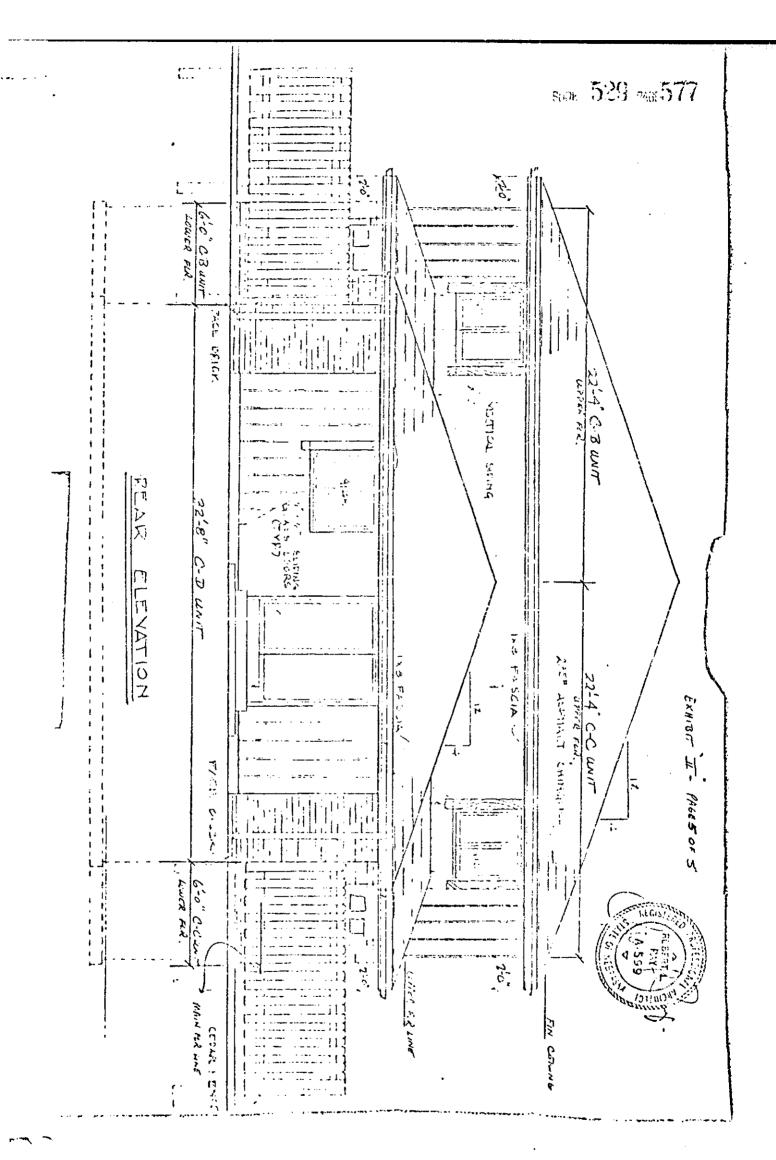
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### EXHIBIT "III"

### GENERAL COMMON ELEMENTS

The land on which the buildings stand, including all of Lots 1, 2, 3, 4, 5, 6 and 7, Block 3, Miracle Hills, an addition in Douglas County, Nebraska, as surveyed, platted and recorded, except yard areas included within patios as delineated on the plane, EXHIRIT "II", as amended, which yard areas shall not be common elements; the exterior surfaces of all buildings, except for screening, window glass and exterior doors, including garage doors; the foundations, main walls, roofs, yards and gardens not included within patios as above excepted; drives, walks and parking areas, except parking areas which are delineated on the plans, EXHIBIT "II" as amended, as belonging to specific apartments; and all parts of the property and improvements thereon which are not located within the apartments as shown on the plans, EXMIBIT "II" as amended, or within the excluded yard areas and parking areas as above provided; and, on Type C buildings, the garage doors shall be limited common elements with respect to the apartments in such Type C buildings. For purposes of clarification, air conditioning compressors or units are not common elements, but are part of the respective spartments, and shall be maintained and replaced as needed by the owner of the respective apartments. Each apartment owner shall be responsible for the repair, maintenance and replacement of all window glass, screening, and exterior doors, including garage doors and the mechanical operators thereof, it being understood that the only common area maintenance of exterior doors shall be the painting or finishing for the exterior surfaces thereof. If any owner fails to repair, maintain or replace such part of the exterior of his apartment as is required by this Master Deed and the By-Laws attached thereto, then the association which shall handle the management of this Condominium Property Regime, may perform such work, invoice the owner therefor and secure and enforce. Flair, and lien therefor against the owner and his apartment in like manner as a delivey ent assessment for common element expense.

### EXHIBIT "IV"

The total value of the entire Condominium Property Regime is \$1,300,000.00 and the basic value of each apartment, together with the percentage which each apartment shall share in the expenses of, and the rights in, the common elements are as follows:

|   | APARTMENT NO.    | BASIC VALUE            | PERCENTAGE INTEREST |
|---|------------------|------------------------|---------------------|
| 2/  | 1B-A             | \$ 22,360.00           | 1.72%               |
| 2~ 1  | 1B-B             | 24,310.00              | 1.87%               |
| 7   | 1B-C             | 24,310.00              | 1.87%               |
| 17  | 1B-D             | 22,620.00              | 1.74%               |
| `   | 2A-A             | 23,010.00              | 1.77%               |
| · ·· · ··   | 2A-B             | 25,090.00              | 1.93%               |
| <b>3</b> 2 €  | 2A-C             | <b>25,090.0</b> 0      | 1.93%               |
|   | 2A-D             | 23,010.00              | 1.77%               |
| : E   | 3C-A             | 17,160.00              | 1.32%               |
| 5 22  | 30-B             | 19,500.00              | 1.50%               |
| COHNTY, RESTATER<br>REGISTER OF PECTS   | 30-0             | 19,760.00              | 1.52%               |
| F.P.  | 3C-17            | 18,980.00              | 1.46%               |
| FICE IN COUNTAS<br>PERSON OSTIER,   | 4A-A<br>4A-E     | 23,270.00<br>25,350.00 | 1.79%<br>1.95%      |
| 3 0   | 4A-C             | 25,350.00              | 1.95%               |
| = <b>5</b> 3  | 4A-D             | 23,270.00              | 1.79%               |
| = 분기  | 50-A             | 17,160.00              | 1.32%               |
| ે 0ન<br>દ   | 5C R             | 19,760.00              | 1.52%               |
| # # # # # # # # # # # # # # # # # # #   | 5C-C             | 19,500.00              | 1.50%               |
|   | 5C-D             | 18,930.00              | 1.46%               |
|   | 6B-A             | 22,360.00              | 1.72%               |
| is:   | 6B-B             | 24,310.00              | 1.87%               |
| چ<br>آپ <u>ظ</u>  | 6B-C             | 24,310.00              | 1.87%               |
| 開び  | 6B-D             | 22,360.00              | 1.72%               |
| ≖ α   | / 18-A           | 22,360.00              | 1.72%               |
|   | 7B-B             | 24,310.00              | 1.87%               |
| <b>11.</b>  | 7B-C             | 24,310.00              | 1.37%               |
|   | 7B-D             | 22,360.00              | 1.72%               |
| 20 or of 160 of 160 of 180 of | 80-A             | 17,160.00              | 1.32%               |
| <u> </u>  | 80~B<br>80~0     | 19,500.00<br>19,500.00 | 1.50%               |
| <b>₹</b> ,  | 80D              | 18,590.00              | 1.50%<br>1.43%      |
| ₹ <sup>*</sup> `  |                  | 23,610.00              | 1.77%               |
| 2 E   | 9A-B             | 25,090.00              | 1.93%               |
| PERMERIC  | 9A-C             | 25,090.00              | 1.93%               |
| * 5   | 9A-D             | 23,010.00              | 1.77%               |
| 3.69  | 10C-A            | 17,160.00              | 1.32%               |
| ÷ 5   | 10C-E            | 19,760.00              | 1.52%               |
| •   | 10C-3            | 19,500.00              | 1.50%               |
|   | 1∂C-D            | 18,980.00              | 1.46%               |
| 0   | 11BV             | 22,360 00              | 1.72%               |
| 8   | 11B-B            | 24,310.00              | 1.87%               |
| 9   | 11B-C            | 24,310.00              | 1.37%               |
|   | "1B-D            | 22,360.00              | 1.72%               |
|   | J 2B-A<br>1 1B-B | 22,360.00<br>24,310.00 | 1.72%<br>1.8%       |
|   | 12B-C            | 24,310.00              | .87%                |
|   | 125-U            | 22,360.00              | 1.72%               |
|   | 13C-A            | 17,160,00              | 1.32%               |
|   | 13C-B            | 19,500.10              | 1.50%               |
|   | 13C-C            | 19,500.00              | 1.30%               |
|   | 13C-D            | 18,590.00              | 1.43%               |
|   | 14E-A            | 22,360.00              | 1.72%               |
|   | 2.41. ·B         | 24,310.00              | 1.87%               |
|   | 14B-C            | 24,310.00              | 1.87%               |
|   | 14E-D            | 22,360.00              | 1.72%               |
|   | 15С-А<br>15С-В   | 17,160.00<br>19,500.00 | 1.32%<br>1.50%      |
|   | 15C-C            | 19,500.00              | 1.50%               |
|   | 15C-D            | 18,200.00              | 1.40%               |
|   |                  |                        |                     |
|   |                  | \$1,300,000.00         | 100.002             |

### amendments to bylaws

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SPANISH VILLAGE ASSOCIATION, INC., A Nebraska Monprofit Corporation, AND OF

GEORGE J. BUG! STYLOZ

SPANISH VILLAGE CONDONINIUM PROPERTY REGIME CONDONINIUM

Pursuant to the Condomin um Property Act, particularly § 76-815 of the Revised Reissued Statutes of Nebraska and upon due execution and acknowledgment by the president of Spanish Village Association, Inc., the bylaws of Spanish Village Association, Inc. and of Spanish Village Condominium Property Regime shall be amended as set out below. Such amendments shall become operative upon the recording of this instrument in the office of the Register of Deeds of Douglas County, Nebraska in the manner provided by law.

- (1) The language of paragraphs three, four, six, seven, and fourteen is deleted in its entirety.
- (2) The following language shall be included in the Bylaws:

### PARAGRAPH 3

organized to provide a means for the administration and management for Spanish Village Condominium Property Regime, in Douglas County, Nebraska. Membership in the corporation is automatically granted and restricted to record owners of apartments in said Condominium Property Regime. The vote on behalf of any apartment in said Condominium Property Regime shall be in person by the record owner thereof or by the duly appointed proxy of said owner. The effective period of the proxy shall be for the duration of the specific meeting for which the proxy was appointed, and under no circumstances for a period of more than eleven (11) months. The record owner may appoint as proxy any other individual or, as desired, give power to the Board of Administrators, a committee thereof, or any individual Board member or officer to exercise the proxy. If any such apartment is owned 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 Spanish Village Association, Inc. Each apartment in Spanish Village Condominium Property Regime shall be entitled to that number of votes which shall equal the total basic value, in dollars, assigned to such apartment in the Master Deed creating Spanish Village Condominium Property Regime.

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### PARAGRAPH 4

4) Meetings of Members. The annual meeting of the members of Spanish Village Association, Inc., will be held on the second Sunday in the month of January of each year, at such time and place within Douglas County as the Board of Administrators shall select, for the purpose of electing a Board of Administrators, who shall also constitute the directors of Spanish Village Association, Inc., as well as for the transaction of any other business that may properly come before the meeting of the members. Notice of the annual meeting, specifying the date, time, and place of the meeting, shall be given at least ten (10) days prior to the annual meeting.

Special meetings of the Members of Spanish Village Association, Inc., may be called by the president or vice president, or by a majority of the Board of Administrators (directors) and shall be called by the secretary of Spanish Village Association, Inc., upon receipt by such secretary of a written request signed by members of Spanish Village Association, Inc., owning at least two thirds of the total basic value of Spanish Village Condominium Property Regime. Notice of special meetings, specifying the date, time, place, and matters of discussion of the meeting, shall be given by written notice not less than ten (10) days prior to the date of such special meeting. Such notice may be delivered either personally or by mailing to the member at the address given to the Board for such purpose or, if no address is given, to the apartment unit number. Such notice may be waived, either before or after such special meeting.

### PARAGRAPH 6

6) Quorum. A quorum at meetings of members of Spanish Village Association, Inc., shall consist of persons owning a majority of the total basic value of Spanish Village Condominium Property Regime, provided however, that at any meeting where less than a quorum may be in attendance, such meeting may be adjourned from time to time, without further notice, by a majority vote of the total basic value represented at such meeting. Except as otherwise required by law, the affirmative vote of a majority of members present at any meeting where a quorum is present shall constitute the decision of the members of Spanish Village Association, Inc.

### PARAGRAPH 7

7) Management. The affairs of Spanish Village Association, Inc., shall be managed by a Board of six (6) Administrators (also known as directors). In 1987, six

# 800x 805 MGE 57

administrators shall be elected, three for a term of one year and three for a term of two years. Thereafter, three administrators shall be elected by the members at the annual meeting. The term of each administrator elected in 1983 and thereafter shall be for two years, or until his successor is duly elected and qualified. Vacancies occurring in memberships on such board shall be filled by the remaining administrators. In the event that vacancies are created in all Board positions, the vacancies shall be filled at a spacial meeting of the members. If any administrator shall miss four consecutive regular meetings for any reason, excluding illness, the administrator shall be deemed removed by vote of a majority of the members. The Board of Administrators shall have authority for the care, upkeep and surveillance of the buildings and the general and limited common elements or services included in Spanish Village Condominium Property Regime, and shall also have the authority for the designation and dismissal of personnel necessary for the works and the general or limited common services of such buildings. Compensation of 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 Property Regime may be entered into with an administrator or with an entity of which he is a representative or owner. Any administrator may be removed by a majority vote of the members at any special meeting of the members called for that purpose and the vacancy thus created may be filled at such special meeting by the members.

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

### PARAGRAPH 14

Amendment. These By-Laws and the system of administration set out herein may be amended only by vote of unit members representing at least two thirds of the total basic value of the properties in Spanish Village Condominium Property Regime as set forth in the Master Deed, but each such amendment shall comply with the Condominium Property Act of the State of Nebraska, particularly as to Section 76-815 Revised Statutes of Nebraska. Such amendment shall be executed and acknowledged by the president and attested by the secretary of Spanish Village Association, Inc., and shall be operative upon the recording of such amendment in the office of the Register of Deeds of Douglas County, Nebraska in the manner as provided by law.

## SCOK 805 PAGE 58

(3) The following language shall be added to the end of paragraph five:

"Indemnification. The corporation shall indemnify the directors and officers or former directors and officers of the Corporation, or of any person who may have served at the Corporation's request as a director or officer of another Corporation, whether for profit or not for profit, against expenses actually and necessarily incurred by him or her in connection with the defense of any action, suit or proceeding in which he or she is made a party by reason of being or having been such director or officer, except in relation to matters as to which he or she shall be adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty. Such indemnification shall not be deemed exclusive of any other rights to which such director or officer may be entitled under any bylaw, agreement, vote of the Board of Directors, or otherwise. All amounts expended pursuant to any indemnification of directors or officers of the Corporation or for payment of insurance purchased and maintained on behalf of any director or officer insuring against any liability asserted against him or her and incurred by him or her in or arising out of capacity as a director or officer shall constitute a common expense of the Association."

(4) The following language shall be added to the end of paragraph ten:

"The expenditure of reasonable amounts in excess of \$3,000.00 for the purposes of preserving, protecting, repairing, or operating the common elements shall not be considered a violation of this bylaw."

(5) The following language shall be added to the end of paragraph eleven:

"A late charge in an amount to be determined by the Board of Administrators shall be levied on all delinquent payments. The Board shall also be authorized to impose upon the members reasonable fines for any violation of the Master Deed, Use and Occupancy Restrictions, and the Bylaws, after notice of such violation and opportunity for a hearing has been granted."

The above and foregoing Amendments to Bylaws of Spanish Village Association, Inc., a Nebraska Nonprofit Corporation, and Spanish Village Condominium Property Regime were duly adopted by at least two-thirds of the total basic value of the properties of

## SCOR 805 MEE 59

Spanish Village Condominium Property Regime in compliance with the Master Deed and Bylaws of Spanish Village Condominium Property Regime and the Nebraska Condominium Property Act, as amended.

SPANISH VILLAGE ASSOCIATION, INC., A Nebraska nonprofit corporation and Spanish Village Condominium Property Regime

Frances Wilson, President

Attest:

Jacker Cann Jackie Carr, Secretary

STATE OF NEBRASKA ) SECOUNTY OF DOUGLAS )

The foregoing was acknowledged before me by Frances Wilson and Jackie Carr, President and Secretary, respectively, of Spanish Village Association, Inc. and Spanish Village Condominium Property Regime this 1017 day of February, 1987.

Socary Publication

| Distance Dodi   | der By-Law Spanish Village Cond Prop Regin<br>cation in Book 1441 1 Page 719, Instrument No.  |
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| Filed 11-21-  | in Book 1441 t Page 119 , Instrument No.  |
| Grants a perpo  | etual casement in favor of  |
| Omaha Public  | Power District,   |
| U.S. West Co.   | mmunications  |
| Northwestern  | Bell Telephone Company  |
| and any cable   | company granted a cable television franchise system,  |
|   | and /or   |
| for utility, ins  | tallation and maintenance   |
| on, over, thro  | ugh, under and across   |
|   | or .  |
|   | foot wide strip of land abutting the front and the side boundary lines of all lots;   |
| a   | feet wide strip of land abutting the rear boundary line of all interior lots,   |
| and a   | foot wide strip of land abutting the rear boundary line of all exterior lots.   |
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| Vilith  | out oping whitten approval of the association   |
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| Declaration (   | of Covenants, Conditions, Restrictions and Easements,   |
| Restrictive C   | Covenants : 4 A . A . A   |
| Protective C  |   |
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| Filed /1-Z  | 73, in Book 529 at Page 567, Instrument No.   |
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