

16-15-12

MASTER DEED AND BY-LAWS

Establishing

THE SUMMIT CONDOMINIUM
PROPERTY REGIME

The Villas Corporation, being the owner of the following described property, to-wit:

A portion of that certain 15.84 acre tract conveyed to The Villas Corporation by Duchesne College & Convent of the Sacred Heart under Corporation Warranty Deed, dated April 29, 1972, and recorded May 9, 1972, in Book 1454 at Page 515 of Deed Records of Douglas County, Nebraska, said portion being described as follows (references in the following description to "property lines" or "property corner" refer to the property lines and property corners of the said 15.84 acre tract), to-wit:

Beginning at a point 180 feet north and 468.6 feet west of the east one-quarter corner of Section 16, Township 15 North, Range 12 east of the 6th P. M., Douglas County, Nebraska, thence in a northerly direction along the east property line and parallel to the east line of said Section 16, a distance of 125 feet, thence left in a westerly direction 89°59', and parallel to the south property line a distance of 90 feet, thence left 90°01' and parallel to the east property line a distance of 93 feet to a point thence right 90°01' and parallel to the south property line a distance of 213.3 feet, thence right 77°30' in a northwesterly direction a distance of 262 feet, thence right 12°29' and parallel to the east line of said Section 16 a distance of 521.81 feet to a point which lies on the north property line and is 360 feet from the northeast property corner, thence left 89°53' and on said north property line in a westerly direction a distance of 491.75 feet to the northwest property corner which is on the east line of the Southeast Quarter of the Northeast Quarter of said Section 16, thence left 90°02' along the west line of said Southeast Quarter of the Northeast Quarter a distance of 810.6 feet, thence left 90°04' along the south property line a distance of 852.8 feet to the point of beginning,

together with an easement for ingress and egress from said property (and other property) described as follows, to-wit:

Beginning at a point three hundred thirty and no tenths (330.0) feet south and four hundred sixty-eight and six tenths (468.6) feet west of the east one-quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P. M., Douglas County, Nebraska, thence continuing in a westerly direction, along the previously described course, a distance of one hundred and no tenths (100.0) feet, thence right, in a northerly direction, parallel to the east line of said Section 16, a distance of five hundred ten and no tenths (510.0) feet, thence right, in an easterly direction, parallel to the penultimately described course, a distance of one hundred and no tenths (100.0) feet, thence right, in a southerly direction, parallel to the east line of said Section 16, a distance of five hundred ten and no tenths (510.0) feet to the point of beginning and containing a calculated area of 1.17 acres.

more or less, pursuant to easement document recorded in Book 509 at Page 699 of the Miscellaneous Records of Douglas County, Nebraska;

all said land and easement being subject to the covenants and conditions contained in paragraph B2 of the covenants and restrictions contained in the deeds recorded in Book 1280 of Deeds at Pages 437 and 445 of the records in the Register of Deeds of Douglas County, Nebraska, as modified by the terms and provisions of the Agreement Modifying Covenants and Restrictions, recorded in Book 509 at Page 685 of the Miscellaneous Records of Douglas County, Nebraska, and further subject to the terms and provisions of the Easement Agreement recorded in Book 435 at Page 31 of the Miscellaneous Records of Douglas County, Nebraska;

provided, however, the total land area subject to this Condominium Regime is subject to being enlarged and more Units added with equal rights, all as more specifically provided in Paragraph 32 hereof;

hereby declares its desire to submit said property to the Regime established by Sections 76-801 through 76-823, R. R. S. Nebraska, 1943, hereinafter called the Condominium Property Act, and does hereby declare that the above described property and all buildings and improvements now or hereafter constructed thereon is hereby established as a condominium regime under the Condominium Property Act, to be hereafter known as THE SUMMIT CONDOMINIUM PROPERTY REGIME, which shall contain the following Units:

Units Number 1 to 30 inclusive, on the attached Map, which is Exhibit A hereto. (The letters A, B and C in the Unit Numbers only indicate the type of buildings and have no significance hereunder except to show the size of each Unit.)

Each of said Units is located as shown on the Map. Each Unit shall consist of the area and improvements within the confines of such Unit, except for those items hereinafter defined as "Common Elements". Plans of each Unit as constructed shall be furnished by Declarant to the Board of Administrators and retained by such Board.

The basic value of the property and each Unit and the respective percentage of each Unit in the Common Elements is indicated on Exhibit B hereto.

The Summit Condominium Property Regime, (sometimes herein referred to as "The Summit"), shall be governed by the following covenants, conditions, restrictions, and by-laws which shall run with the land and bind all co-owners, tenants of such owners, employees and any other persons who use the property, including any persons who acquire the interest of any co-owner through foreclosure, enforcement of any lien or otherwise, and the following shall also constitute the by-laws of The Summit:

1. Definitions:

- A. "Declarant" shall mean The Villas Corporation, a Nebraska corporation, which has made and executed this Declaration;
- B. "Declaration" shall mean this instrument by which The Summit is established as provided under the Nebraska Condominium Property Act;
- C. "Project" shall mean the entire parcel of real property referred to in this Declaration to be divided into condominiums, including all structures thereon;

- 3001
- D. "Map" shall mean the survey of the property and description of each Unit which is attached hereto as Exhibit A, including the pages attached showing the elevation and structure of the Units.
- E. "Unit" shall mean and refer to the separate Units described and shown on the Map, being 2 Units located in each building, for a total of 30 Units. "Unit" shall not include any Common Elements; "Apartment" as used in the Condominium Property Act shall refer to a "Unit";
- F. "Co-owner" will mean a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, that owns any Condominium;
- G. "Association of Co-owners" shall mean an association of all co-owners. Such association may be a non-profit corporation formed for the purpose of which all co-owners shall be members. Whether an unincorporated association or a non-profit corporation, the Association of Co-owners shall bear the name of "The Summit Homeowner's Association."
- H. "Majority of Co-owners" shall mean more than 50 percent of the possible votes indicated on Exhibit B.
- I. "Board of Administrators" shall mean the governing Board of the Association of Co-owners consisting of five owners selected by the Co-owners; or, if the Association is a corporation, the five Directors thereof selected by the Members.
- J. "Common Elements", which shall be general common elements, shall mean and include
1. All the land described previously subjected to the Condominium Regime, including the easement for ingress and egress, but said easement shall be subject to the right of others to use the easement for ingress to and egress from the balance of the land entitled to such use as described in the easement document.
 2. The foundations, exterior and common walls, including exterior windows, roofs, and entrances and exist or communication ways of each Unit.
 3. The basements, yards, pools, putting greens, gardens, sidewalks, and barbeque areas.
 4. The premises for the lodging of janitors or persons in charge of the building or buildings.
 5. The installations of lines and systems and central services such as power, light, gas, cold and hot water, refrigeration, streets, periphery fence, and gate.
 6. All other elements of the property not included within the confines of any Unit.
- K. "Owner" shall mean any person with ownership interest in a Condominium in the Project.

"Condominium" shall mean the entire estate in the property owned by any co-owner, consisting of an undivided interest in the Common Elements and ownership of a separate interest in a Unit; each Condominium shall be known as "Unit No. ____ of The Summit Condominium Property Regime" and such description shall be sufficient to insert in any conveyance of a Condominium to fully convey such Condominium.

"Manager" shall mean the person or firm designated by the Board of Administrators to manage the affairs of the Project.

"Mortgage" shall mean a Deed of trust as well as a mortgage.

"Mortgagee" shall mean a beneficiary under or holder of a deed of trust as well as a mortgagee.

"Record" means to file or record with the Register of Deeds Office in Douglas County, State of Nebraska.

"Condominium Act" shall mean the Nebraska Condominium Property Act.

"Encumbrancer" shall mean any person holding any lien of any kind on any Unit.

At any meeting of the Co-owners, each Co-owner, including Declarant, shall be entitled to cast the number of votes as Unit B for each Unit owned by such Co-owner. Any Co-owner may vote at such meeting in person or by an agent duly appointed by an instrument in writing, signed by the Co-owner and filed with the Board of Administrators or the Manager. Any designation of an agent to act for a Co-owner may be revoked at any time by written notice to the Board of Administrators or Manager and shall be deemed revoked when the Board of Administrators or the Manager shall receive actual notice of the death or declared incompetence of such Co-owner or of the conveyance of his Condominium. Where there is more than one record owner of a Unit, or all such persons may attend any meeting of the Co-owners, if one Owner shall attend, he may vote all the votes to which he is entitled, but if more than one Owner is present it shall be for all Owners of a Unit present to act unanimously in order to vote to which they are entitled. Any designation of an agent for such persons must be signed by all such persons. Declarant shall be entitled to vote with respect to any Condominium owned by Declarant.

In the event that a notice of default is recorded by any person who holds a Mortgage which is a first lien on a Condominium owned by a Co-owner of the Condominium covered by the Mortgage, then in the event and until the default is cured, the right of the Co-owner of such Condominium to vote shall be transferred to the Mortgagee upon the notice of default.

"Meeting of Co-owners" as used herein shall mean a meeting of the Association of Co-owners. The presence at any meeting of a majority of the total votes shall constitute a quorum. In the event that a quorum is not present at any meeting, the Co-owners present, though less than a quorum, may adjourn the meeting from time to time and give notice thereof to all Co-owners in accordance with the provisions of Paragraph 4 hereof, and at that meeting the presence of a majority of the total votes shall constitute a quorum for the transaction of business; but in the event a quorum is not present at that meeting, the Co-owners present, though less

than a quorum, may give notice to all the Co-owners in accordance with Paragraph 4 of an adjourned meeting, and, at that meeting, whatever Co-owners are present shall constitute a quorum. Unless otherwise expressly provided in this Declaration, any action may be taken at any meeting of the Co-owners upon the affirmative vote of the majority of the voting power of the Co-owners present and voting provided that the quorum is present as provided for above.

A. Annual Meeting. There shall be a meeting of the Co-owners on the first Tuesday of May of each year at 8:00 P. M., or at such other reasonable time (not more than 60 days before or after such date) and place as may be designated by written notice of the Board of Administrators delivered to the Co-owners not less than ten days prior to the date fixed for said meeting. At the annual meeting, the Board of Administrators shall present an audit of the common expenses, itemizing receipts and disbursements for the preceding calendar year, the allocation thereof to each Co-owner, and the estimated common expenses for the current calendar year. Within ten days after the annual meeting, said statement shall be delivered to the Co-owners not present at said meeting.

B. Special Meetings. Special Meetings of the Co-owners may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Co-owners, or for any other reasonable purpose. Said meeting shall be called by written notice, signed by a majority of the Board of Administrators, or by the Co-owners having one-third of the total votes, and delivered not less than fifteen days prior to the date fixed for said meeting. Said notice shall specify the date, time and place of the meeting, and the matters to be considered thereat.

4. Notices: Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four hours after a copy of same has been deposited in the United States Mail, postage prepaid, addressed to such person at the address given by such person to the Board of Administrators or the Manager for the purpose of service of such notice or to the Unit of such person if no address has been given to the Manager. Such address may be changed from time to time by notice in writing to the Board of Administrators or the Manager.

5. Election and Proceedings of the Board of Administrators.

A. Election. At each annual meeting, subject to the provisions of sub-paragraph 5E hereof, the Co-owners shall elect owners to fill vacancies on the Board of Administrators; provided, however, that a first temporary Board of Administrators may be elected at a special meeting duly called, said temporary Board of Administrators to serve until the first annual meeting held thereafter. Every Co-owner entitled to vote at any election of members of the Board of Administrators may accumulate his votes and give one candidate a number of votes equal to the number of members of the Board of Administrators to be elected, multiplied by the number of votes to which such Co-owner is otherwise entitled, or distribute his votes on the same principle among as many candidates as he thinks fit. The candidates receiving the highest number of votes up to the number of members of the Board of Administrators to be elected shall be deemed elected.

Members of the Board of Administrators shall serve a term of two years; provided that the five members of the first permanent Board of Administrators elected shall serve a one-year term and the other two shall serve a two-year term. The members of the Board of Administrators shall serve until their respective successors are elected, or until their resignation or removal; provided that if any member ceases to be a Owner, his membership on the Board of Administrators shall thereupon terminate.

Resignation and Removal. Any member may resign at any time by giving written notice to the Manager, and any member may be removed from membership on the Board of Administrators by vote of the Co-owners; provided that unless the entire Board of Administrators is removed, no individual member shall not be removed if the number of votes cast against his removal exceeds 20 percent of the total number of votes indicated on Exhibit B.

Proceedings. Three members of the Board of Administrators shall constitute a quorum and, if the quorum is present, the decision of a majority of those present shall be the act of the Board of Administrators. The Board of Administrators shall elect a Chairman, who shall preside over both its meetings and those of the Co-owners. Meetings of the Board of Administrators may be called, held and conducted in accordance with such regulations as the Board of Administrators may adopt. The Board of Administrators may also act without a meeting by unanimous written consent of its members.

Declarant Performs Functions. Until a date three years from the date of completion of construction of the Project or until all Units have been sold by Declarant whichever is sooner, the rights, duties and functions of the Board of Administrators shall at Declarant's option be exercised by Declarant.

Members of the Board of Administrators shall receive no compensation.

Duty of the Board of Administrators. The Board of Administrators for the benefit of the Condominiums and the Co-owners, shall enforce the provisions hereof and shall acquire and pay out of the common expense after provided for, the following:

A. Water, sewer, garbage collection, electrical, telephone and gas and other necessary utility service for the Common Elements (and to the extent not separately metered or charged, for the Units).

B. A policy or policies of fire insurance as the same are more fully set forth in paragraph 24 of this Declaration, with extended coverage endorsement, for the full insurable replacement value of the Units and Common Elements, payable as provided in paragraph 26, or such other fire and casualty insurance as the Board of Administrators shall determine gives substantially equal or greater protection to the Co-owners, and their Mortgagees, as their respective interests may appear, which said policy or policies shall provide for a separate loss payable endorsement in favor of the Mortgagee or Mortgagees of each Condominium, if any.

C. A policy or policies as the same are more fully set forth in paragraph 24 of this Declaration insuring the Board of Administrators, the Co-owners, and the Manager against any liability to the public or to the Co-owners (of Units and Common Elements), and their invitees or tenants)

incident to the ownership and/or use of the Project and including the personal liability exposure of the Co-owners. Limits of liability of such insurance shall not be less than \$300,000 for any one person injured, for any one accident, and shall not be less than \$100,000 for property damage for each occurrence (such limits and coverage to be reviewed at least annually by the Board of Administrators and increased in its discretion). Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

- D. Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws.
- E. The services of a person or firm to manage its affairs (herein called the "Manager") to the extent deemed advisable by the Board of Administrators as well as such other personnel the Board of Administrators shall determine shall be necessary for the operation of the Common Elements, whether such personnel are employed directly by the Board of Administrators or furnished by the Manager.
- F. Legal and accounting services necessary or proper in the operation of the Common Elements or the enforcement of this Declaration.
- G. A fidelity bond naming the Manager, and such other persons as may be designated by the Board of Administrators as principals and the Co-owners as obligees, for the first year in an amount at least equal to 25 percent of the estimated cash requirement for that year as determined Under Paragraph 9 hereof, and for each year thereafter in an amount at least equal to 25 percent of the total sum collected through the common expense fund during the preceding year.
- H. Painting, maintenance, repair and all landscaping of the Common Elements, and such furnishings and equipment for the Common Elements, as the Board of Administrators shall deem necessary and proper, and the Board of Administrators shall have the exclusive right and duty to acquire the same for the Common Elements; provided, however, that the interior surfaces of each Unit shall be painted, maintained and repaired by the Co-owners thereof, all such maintenance to be sole cost and expense of the particular Co-owner.
- I. Any other materials, supplies, labor services, maintenance repairs, structural alterations, insurance, taxes or assessments, which the Board of Administrators is required to secure or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation of the Common Elements or the enforcement of this Declaration, provided that if any such materials, supplies, labor, services, maintenance repairs, structural alterations, insurance, taxes or assessments are provided for particular Units, the cost thereof shall be specially assessed to the Co-owners of such Units.

and repair of any Unit, if such maintenance or repair is reasonably necessary in the discretion of the Board of Administrators to protect the Common Elements and to preserve the appearance and value of the Project, and if the Co-owner or Co-owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board of Administrators to said Co-owner or Co-owners, provided that the Board of Administrators shall levy a special assessment against the Condominium of such Co-owner or Co-owners for the cost of said maintenance or repair.

The Board of Administrators' power herein above enumerated shall be limited in that the Board of Administrators shall have no authority to acquire and pay for out of the common expense fund capital additions and improvements (other than for purposes of replacing portions of the Common Elements, subject to all the provisions of this Declaration) having a cost in excess of \$5,000 except as expressly elsewhere provided herein.

Administrators Powers, Exclusive. The Board of Administrators shall have the exclusive right to contract for all goods, services, and payment for which is to be made from the common expense fund.

Repairs, Additions and Improvements of Common Elements. There shall be no structural alterations, capital additions to, or capital improvements of Common Elements requiring an expenditure in excess of \$5,000 without the prior approval of Co-owners holding a majority of the total vote.

Assessments.

Prior to the beginning of each calendar year the Board of Administrators shall estimate the net charges to be made during such year (including a reasonable provision for contingencies and replacements and less any expected income and any surplus from the prior year's fund). Said "estimated cash requirement" shall be assessed to the Co-owners pursuant to the percentages set forth in the schedule attached hereto and marked Exhibit B. Declarant will be liable for the amount of any assessment against completed Units owned by Declarant. If said sum estimated proves inadequate for any reason, including non-payment of any Co-owner's assessment, the Board of Administrators may at any time levy a further assessment, which shall be assessed to the Co-owners in the same proportions unless otherwise provided herein. Each Co-owner shall be obliged to pay assessments pursuant to this paragraph to the Board of Administrators in equal monthly installments on or before the first day of each month during such year or in such other reasonable manner as the Board of Administrators may designate. Notice of any change in assessment from the assessment currently in effect shall be given to each Co-owner at least 10 days before such assessment change becomes effective.

The rights, duties and functions of the Board of Administrators set forth in this paragraph shall be exercised by Declarant for the period ending thirty days after the election of the first Board of Administrators hereunder.

Monies collected hereunder shall be expended for the purposes designated herein.

- D. The omission by the Board of Administrators, before the expiration of any year, to fix the assessments hereunder for that or the next year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Co-owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed. Amendments to this paragraph shall be effective only upon unanimous written consent of the Co-owners and their Mortgagees. No Co-owner may exempt himself from liability for this contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit.
- F. The Board of Administrators shall keep or cause to be kept a book with a detailed account, in chronological order, of the receipts and expenditures affecting the Project, and its administration and specifying maintenance and repair expenses of the Common Elements and all other expenses incurred. Both said book and the vouchers accrediting the entries made thereupon shall be available for examination by all the Co-owners at convenient hours on working days that shall be set and announced for general knowledge.

10. Default in Payment of Assessments. Each monthly regular assessment each special assessment shall be separate, distinct and personal debts and obligations of the Co-owner against whom the same are assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the Co-owner of any Condominium, plus interest at 9 percent, and costs, including reasonable attorneys' fees, shall become a lien upon such Condominium upon recordation of a notice of assessment as provided in Section 76-817 of the Condominium Property Act. The said lien for non-payment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only

1. Tax and special assessment liens on the Condominium, and
2. Encumbrances on the Co-owners Condominium recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

A certificate executed and acknowledged by a majority of the Board of Administrators stating the indebtedness secured by the lien upon any Condominium created hereunder, shall be conclusive upon the Board of Administrators and the Co-owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Co-owner or any encumbrancer or prospective encumbrancer of a Condominium upon request at a reasonable fee not to exceed \$10.00. Unless the request for a certificate of indebtedness shall be complied with within ten days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien held by the person making the request. Any encumbrancer holding a lien on a Condominium may pay any unpaid common expenses payable with respect to such Condominium and upon such payment such encumbrancer shall have a lien on such Condominium for the amount paid at the same rank as the lien of his encumbrance.

delinquent assessment concerning which such a
has been so recorded, or other satisfaction thereof,
Administrators shall cause to be recorded in the
the certificate of indebtedness a further certificate
satisfaction and release of the lien thereof. Such lien
of assessment may be enforced by a sale of the Condo-
to such lien by the Board of Administrators or a bank or
or title insurance company authorized by the Board of
such sale to be conducted in accordance with the pro-
applicable to the exercise of powers of sale or fore-
needs of trust and mortgages or in any manner permitted by
foreclosure or sale, the Co-owner shall be required to
costs and expenses of such proceedings and reasonable attorneys'

foreclosure, the Co-owner shall be required to pay a reasonable
of the Condominium and the plaintiff in the foreclosure action
entitled to the appointment of a receiver to collect the rental
to the value of the mortgage security. The Board of
ors or Manager shall have the power to bid in the Condominium
ore or other sale and to hold, sell, lease, mortgage and
Condominium.

Protection. Notwithstanding all other provisions hereof:

- A. The liens created hereunder upon any Condominium shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to Paragraph 10 hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as a Co-owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.
- B. No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.
- C. By subordination agreement executed by a majority of the Board of Administrators, the benefits of A and B above may be extended to mortgages not otherwise entitled thereto.

tion to Manager. The Board of Administrators may delegate
of its duties, power or functions, including, but not limited
authority to give the certificate provided for in Paragraph X
the authority to give the subordination agreements provided
Paragraph XI hereof, to any person or firm, to act as Manager
object, provided that any such delegation shall be revocable
by the Board of Administrators. The members of the Board
Administrators shall not be liable for any omission or improper
the Manager of any such duty, power or function so delegated
agreement executed by a majority of the Board of Admini-
absence of any appointment, the Chairman of the Board
shall act as Manager.

Any Manager named or employed by Declarant shall be employed to manage only until the first election of a Board of Administrators at which time, the new Board of Administrators shall have the right to retain or discharge said Manager as it determines desirable in its discretion.

13. Exclusive Ownership and Possession by Co-owner. Each Co-owner shall be entitled to exclusive ownership and possession of his Unit. Each Co-owner shall be entitled to an undivided interest in the Common Elements in the percentages expressed in Exhibit B of this Declaration. The percentage of the undivided interest of each Co-owner in the Common Elements as expressed in Exhibit B shall be of a permanent character and shall not be altered without the consent of all Co-owners expressed in an amended declaration duly recorded. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Co-owner may use the Common Elements in accordance with the purpose for which it is intended without hindering or encroaching upon the lawful rights of the other Co-owners.

A Co-owner shall not be deemed to own the utilities running through his Unit, which are utilized for, or serve more than one Unit, and such utilities to be part of the Common Elements. A Co-owner, however, shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the surfaces of the walls, ceilings, windows and doors bounding his Unit.

14. Co-owner's Obligation to Repair. Except for those portions of the Board of Administrators is required to maintain and repair hereunder, if any, each Co-owner shall at the Co-owners expense maintain the interior of his Unit and its equipment and appurtenances in good order, condition, and repair in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition to decorating and keeping the interior of the Unit in good repair, the Co-owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, fuel lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals, Nutone food centers, ranges or ovens that may be in or which serve solely such Co-owner's Unit, but utility lines running to or from the Unit shall be repaired and maintained by the Board of Administrators.

The Co-owner shall also, at the Co-owner's own expense, keep the floor of the patio and the garage which are a part of his Unit in a clean and sanitary condition. The Board of Administrators and Manager shall be responsible to the Co-owner for loss or damage by theft or other means of articles which may be stored by the Co-owner on the patio or in the garage or Unit.

The Co-owner shall promptly discharge any lien which may hereafter be filed against his Condominium by the Board of Administrators and shall otherwise abide by the provisions of Sections 76-817 of the Condominium Property Act.

15. Prohibition Against Structural Changes by Co-owner. The Co-owner shall not, without first obtaining written consent of the Board of Administrators, make or permit to be made any structural alterations, improvement or addition in or to his Unit or in or to the exterior of the building.

Common Elements. The Co-owner shall do no act which would impair the structural soundness or integrity or safety of the property or impair any easement without the written consent of all the Co-owners. The Co-owner shall not paint or decorate any portion of the exterior walls or other Common Elements or any portion of the patio or balconies without first obtaining written consent of the Board of Administrators.

Section on Use of Units and Common Elements. The Units and Common Elements shall be occupied and used as follows:

- A. No Co-owner shall occupy or use his Unit or permit the same or any part thereof to be occupied or used for any purpose other than a private residence for the Co-owner and the Co-owner's family or the Co-owner's lessees or guests.
- B. There shall be no obstruction to the Common Elements. Nothing shall be stored in the Common Elements area without the prior consent of the Board of Administrators.
- C. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Common Elements, without the prior written consent of the Board of Administrators. No Co-owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any Unit or on any part of the Common Elements, or which would be in violation of any law. No waste will be committed in the Common Elements.
- D. No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements, without the prior consent of the Board of Administrators and in no case will illuminated signs be permitted.
- E. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to the rules and regulations adopted by the Board of Administrators.
- F. No noxious or offensive activity may be carried on in any Unit or in the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Co-owners.
- G. Nothing shall be altered or constructed in or removed from the Common Elements, except with the written consent of the Board of Administrators.
- H. There shall be no violation of rules for the use of the Common Elements adopted by the Board of Administrators and furnished in writing to the Co-owners, and the Board of Administrators is authorized to adopt such rules.
- I. None of the rights and obligations of the Co-owners created herein, or by the Deed creating the Condominiums shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of the Common Elements and encroachments so long as they shall exist; provided,

however, that in no event shall a valid easement for encroachment be created in favor of any Co-owner if said encroachment occurs due to the willful conduct of said Co-owner or Co-owners.

17. **Entry for Repairs.** The Board of Administrators or its agents may enter any Unit when necessary in connection with any maintenance, landscaping or construction for which the Board of Administrators is responsible. Such entry shall be made with as little inconvenience to the Co-owners as is practicable, and any damage caused thereby shall be repaired by the Board of Administrators out of the common expense fund.
18. **Failure of Board of Administrators to Insist on Strict Performance; No Waiver.** The failure of the Board of Administrators or Manager to insist in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board of Administrators or Manager of any assessment from a Co-owner, with knowledge of the breach of any covenant hereof shall not be deemed as a waiver of such breach, and no waiver by the Board of Administrators or Manager of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Administrators or Manager.
19. **Limitation of Board of Administrators' Liability.** The Board of Administrators shall not be liable for any failure of water supply or other service to be obtained and paid for by the Board of Administrators hereunder or for any injury or damage to person or property caused by the elements or by another Co-owner or person in the Project, or resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment or from any other place unless caused by gross negligence of the Board of Administrators. No diminution or abatement of the common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken to comply with any law, ordinance or orders of a governmental authority.
20. **Indemnification of Board of Administrators.** Each member of the Board of Administrators shall be indemnified by the Co-owners against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a member of the Board of Administrators, or any settlement thereof, whether or not he is a member of the Board of Administrators at the time such expenses are incurred, except in cases wherein the member of the Board of Administrators is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Administrators approves such settlement and reimbursement as being for the best interests of the Board of Administrators.
21. **Limitation on Sale or Lease and Right of First Refusal.**
 - A. No Unit shall be sold, or leased for any period, to any person having children who will occupy or reside in the Unit 180 or more days in any one calendar year. Any sale or lease in violation hereof shall be void and shall not confer any right

in the intended purchaser or lessee. The persons of this Paragraph 21 A, "children" shall mean persons under the age of sixteen (16) or such younger age as may be established by the Board of Administrators.

In the event any Co-owner of a Condominium shall attempt to resell, or lease the same for more than one year, and shall have received a bona fide offer therefor from a prospective purchaser or tenant, the remaining Co-owners shall be given written notice thereof together with an executed copy of such offer and the terms thereof. Such notice and offer shall be given to the Board of Administrators for all of the Co-owners. The remaining Co-owners through the Board of Administrators or a person named by the Board of Administrators, shall have the right to purchase or lease the subject Condominium upon the same terms and conditions as set forth in the offer therefor, provided written notice of such election to purchase or lease is given to the selling or leasing Co-owner, and a matching downpayment or deposit is provided to the selling or leasing Co-owner during a twenty-one (21) day period immediately following the delivery of the notice of the bona fide offer and copy thereof to purchase or lease.

In the event any Co-owner shall attempt to sell or lease his Condominium without affording to the other Co-owners the right of first refusal herein provided, such sale or lease shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

The subleasing or subrenting of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of the Co-owner under these covenants shall continue, notwithstanding the fact that he may have leased or rented said interest as provided herein.

In no case shall the right of first refusal reserved herein affect the right of a Co-owner to subject his Condominium to a deed of trust, mortgage or other security instrument.

The failure of or refusal by the Board of Administrators to exercise the right to so purchase or lease shall not constitute or be deemed to be a waiver of such right to purchase or lease if a Co-owner receives any subsequent bona fide offer from a prospective purchaser or tenant.

Deeds and Transfers Not Affected by Right of First Refusal.

In the event of any default on the part of any Co-owner under any deed made in good faith and for value, which entitled the lender to foreclose same, any sale under such foreclosure, or any of the deed to the first Mortgagee in lieu of foreclosure shall be free and clear of the provisions of Paragraph 21, (the grantee under such deed in lieu of foreclosure) shall be thereupon and thereafter subject to the provisions of the deed. If the purchaser following such foreclosure under deed given in lieu of such foreclosure is the holder of the first mortgage, or its nominee, the said purchaser shall be free to sell and convey the Condominium without

complying with the provisions of Paragraph 21, but its grantee shall thereupon and thereafter be subject to all of the provisions thereof.

The transfer of a deceased joint Owner's interest to the surviving joint tenant or the transfer of a deceased's interest to a devisee by Will or to his heirs at law under intestacy laws shall not be subject to the provisions of Paragraph 21.

If a Co-owner of a Condominium can establish to the satisfaction of the Board of Administrators that a proposed transfer is not a sale or lease, then such transfer shall not be subject to the provisions of Paragraph 21 B.

23. Certificate of Satisfaction of Right of First Refusal. Upon written request of any prospective transferor, purchaser, tenant or an existing or prospective Mortgagee of any Condominium, the Board of Administrators shall forthwith, and where time is specified, at the end of the time, issue a written and acknowledged certificate in recordable form, evidencing that:

- A. With respect to a proposed lease or sale under Paragraph 21, that proper notice was given by the selling or leasing Co-owner and that the remaining Co-owners did not elect to exercise their option to purchase or lease.
- B. With respect to a deed to a first mortgagee or its nominee in lieu of foreclosure, and a deed from such first mortgagee or its nominee, pursuant to Paragraph 22, that the deeds were in fact given in lieu of foreclosure and were not subject to the provisions of Paragraph 21.
- C. With respect to any contemplated transfer which is not in fact a sale or lease, that the transfer is not or will not be subject to the provisions of Paragraph 21.

and such a certificate shall be conclusive evidence of the facts contained therein.

24. Insurance. The Board of Administrators shall obtain and maintain at all times insurance of the type and kind and in at least the amounts provided hereinabove, and including insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction, design and use which insurance shall be governed by the following provisions:

- A. All policies shall be written with a company licensed to do business in the State of Nebraska and holding a rating of "AAA" or better by Best's Insurance Reports.
- B. Exclusive authority to adjust losses under policies hereafter in force in the Project shall be vested in the Board of Administrators or its authorized representative.
- C. In no event shall the insurance coverage obtained or maintained by the Board of Administrators hereunder, be brought into contribution with insurance purchased by individual Co-owners or their Mortgagees.
- D. Each Co-owner may obtain additional insurance at his own expense; provided, however, that no Co-owner shall

...shall be required to exercise his right to maintain insurance in such a way as to decrease the amount which the Board of Administrators, in behalf of all the Co-owners, may realize under any insurance policy which the Board of Administrators may have in force on the Project at any particular time.

Each Co-owner shall be required to notify the Board of Administrators of all improvements made by a Co-owner to his Unit, the value of which is in excess of \$1,000.

Any Co-owner who obtains individual insurance policies covering any portion of the Project other than personal property belonging to said Co-owner shall be required to file a copy of such individual policy or policies, or certificate thereof, with the Board of Administrators within thirty (30) days after purchase of such insurance.

The Board of Administrators shall make every effort to secure insurance policies that will provide for the following:

1. A waiver of subrogation by the insurer as to any claims against the Board of Administrators, the Manager, the Co-owners, and their respective servants, agents, and guests.
2. That the master policy on the Project cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Co-owners.
3. That the master policy on the Project cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Administrators or Manager without a prior demand in writing that the Board of Administrators or Manager cure the defect.
4. That any "no other insurance" clause in the master policy exclude individual owners' policies from consideration.

The annual insurance review which the Board of Administrators is required to conduct as provided in Paragraph 6 above shall include an appraisal of the improvements in the Project by a representative of the insurance carrier writing the master policy.

Section. There shall be no judicial partition of the Project or thereof, nor shall Declarant or any person acquiring any Condominium or in the Project or any part thereof effect a judicial partition, until the happening of the conditions set forth in Paragraph 26 hereof, in the case of damage or destruction of the Project, the provisions of the Act.

Section. In case of fire, casualty or any other destruction, the insurance proceeds, if sufficient to reconstruct the Project, shall be used to such reconstruction. Reconstruction of the Project, as used in this paragraph, means restoring the buildings and other improvements which they existed prior to the destruction to the condition in which they existed prior to the destruction of each Unit and the Common Elements.

having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished by the Manager or Board of Administrators.

If the insurance proceeds are insufficient to reconstruct the building, damage to or destruction of the building shall be promptly repaired and restored by the Manager or Board of Administrators, using proceeds of insurance, if any, on the buildings for that purpose, and the Unit Co-owners shall be liable for assessment for any deficiency. However, if three-fourths or more of the buildings are destroyed or substantially damaged and if the Co-owners, by a vote of at least three-quarters of the voting power, do not voluntarily, within one hundred days after such destruction or damage, make provision for reconstruction, the Manager or Board of Administrators shall record, with the County Register of Deeds a notice setting forth such facts, and upon the recording of such notice

- A. the property shall be deemed to be owned in common by the Co-owners.
- B. The undivided interest in the property owned in common which shall appertain to each Co-owner shall be the percentage of undivided interest previously owned by such Co-owner in the Common Elements.
- C. Any liens affecting any of the Condominiums shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Co-owner in the property; and
- D. the property shall be subject to any action for partition at the suit of any Co-owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Co-owners in a percentage equal to the percentage of undivided interest owned by each Co-owner in the Common Elements, after first paying out of the respective shares of the Co-owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by each Co-owner.

Notwithstanding all provisions hereof, the Co-owners may, by an affirmative vote of at least three-fourths of the voting power, at a meeting of Co-owners duly called for such purpose, elect to sell or otherwise dispose of the property. Such action shall be binding upon all Co-owners and it shall thereupon become the duty of every Co-owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

27. Enforcement. Each Co-owner shall comply strictly with the provisions of this Declaration and with the administrative rules and regulations drafted pursuant thereto as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration and administrative rules and regulations, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Administrators or Manager on behalf of the Co-owners, or in a proper cause, by an aggrieved Co-owner.

28. Personal Property. The Board of Administrators or Manager may acquire and hold, for the benefit of the Co-owners, tangible and intangible personal property and may dispose of the same by sale or

beneficial interest in such personal property shall be transferred to the Co-owners in the same proportions as their interests in the Common Elements, and shall not be affected by a transfer of a Condominium. A transfer of such personal property shall transfer to the transferee ownership of the beneficial interest in such personal property.

Within thirty (30) days after the recording of this Declaration, the Declarant shall execute and deliver a bill of sale to the Board of Administrators on behalf of all the Co-owners, transferring all items of personal property located on the Project and furnished by the Declarant, which property is intended for the common use and enjoyment of the Co-owners.

Any Co-owner may at any time at his own request and expense cause an audit or inspection to be made of the books and records of the Board of Administrators. The Board of Administrators, in the management of the common expenses, shall obtain an audit of all records pertaining to the Project at no greater than annual cost and furnish copies thereof to the Co-owners.

Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform system for the development and operation of the Condominium Project. The failure to enforce any provisions hereof shall not constitute a waiver of the right to enforce said provisions or any provision thereof.

The provisions of Paragraphs 11, 5B, 5C, 5D, 6E and 12 of this Declaration may be amended by an instrument in writing, signed by the Co-owners holding two-thirds (2/3) of the total vote; provided that the provisions of Paragraphs 11, 5B, 5C, 5D, 6E and 12 of this Declaration, as amended, shall continue to make provision for the same matters as they do now. All other paragraphs may be amended by an instrument in writing signed and acknowledged by all Co-owners. Any amendment shall be effective only upon recordation in the office of the Register of Deeds of Douglas County, Nebraska. Notwithstanding the foregoing, this Declaration may be amended by Declarant without the consent of any other Co-owner to the extent necessary to enable it to exercise the right reserved in Paragraph 32.

Declarant is the owner of the following described property, to-wit:

That tract of real estate bounded and described as follows: Beginning at a point 988.0 feet North and 468.6 feet west of the east one-quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P. M., Douglas County, Nebraska, said point being also on the south line of Meadowbrook Addition to the City of Omaha, Douglas County, Nebraska, thence continuing in a westerly direction, along the south line of said Meadowbrook Addition, a distance of 851.75 feet to the west line of the Southeast Quarter of the Northeast Quarter of said Section 16, thence left in a southerly direction along the west line of said Southeast Quarter of the Northeast Quarter a distance of 810.6 feet, thence left, in an easterly direction, along a straight line a distance of 852.8 feet, thence left, in a northerly direction, parallel to the east line of said Section 16, a distance of 808.9 feet to the south line of said Meadowbrook Addition and the point of beginning, and containing a calculated area of 15.84 acres, more or less,

which property includes the Project and additional land. Declarant is developing The Summit in phases of which Phase I, of 30 units, is covered by this Declaration. Declarant reserves the right, and makes this Declaration conditioned upon such reservation, to add to the Project not more than 26 additional Units, to be located on that portion of the above described land not included in Phase I on the following conditions:

- A. The additional Units shall be of the same general type and construction as Units 1 to 30.
- B. The additional Units shall have the same rights in and to the Common Elements as do Units 1 to 30.
- C. The additional Units shall be added to and become subject to this Declaration and be governed by all the terms and provisions hereof.
- D. The value of each of the additional Units shall be the same as Units 1 to 30. Each of the additional Units shall have only one (1) vote per Unit. The proportionate interest in the Common Elements of each of Units 1 to 30 shall be decreased to a fraction which has one as the numerator and the total number of Units (as increased to not more than 56) as the denominator.
- E. Additional Units shall be added hereto by the execution and recording of a Supplement to this Declaration, listing and showing the additional Units and making them subject to the terms and provisions of this Declaration.

33. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

34. Effective Date. This Declaration shall take effect upon recording.

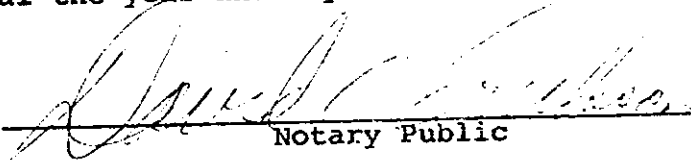
IN WITNESS WHEREOF, the undersigned has executed this instrument on this 21 day of MARCH, 1973.

THE VILLAS CORPORATION

By: Wm. H. Benson
President

day of March, 1973, before me, a
for said County and State, personally came
to me known to be the President of
a Nebraska corporation, and the same person
going instrument on behalf of said corporation,
the execution thereof to be his voluntary act
President and the voluntary act and deed of said

my hand and seal the year and day last above


Notary Public

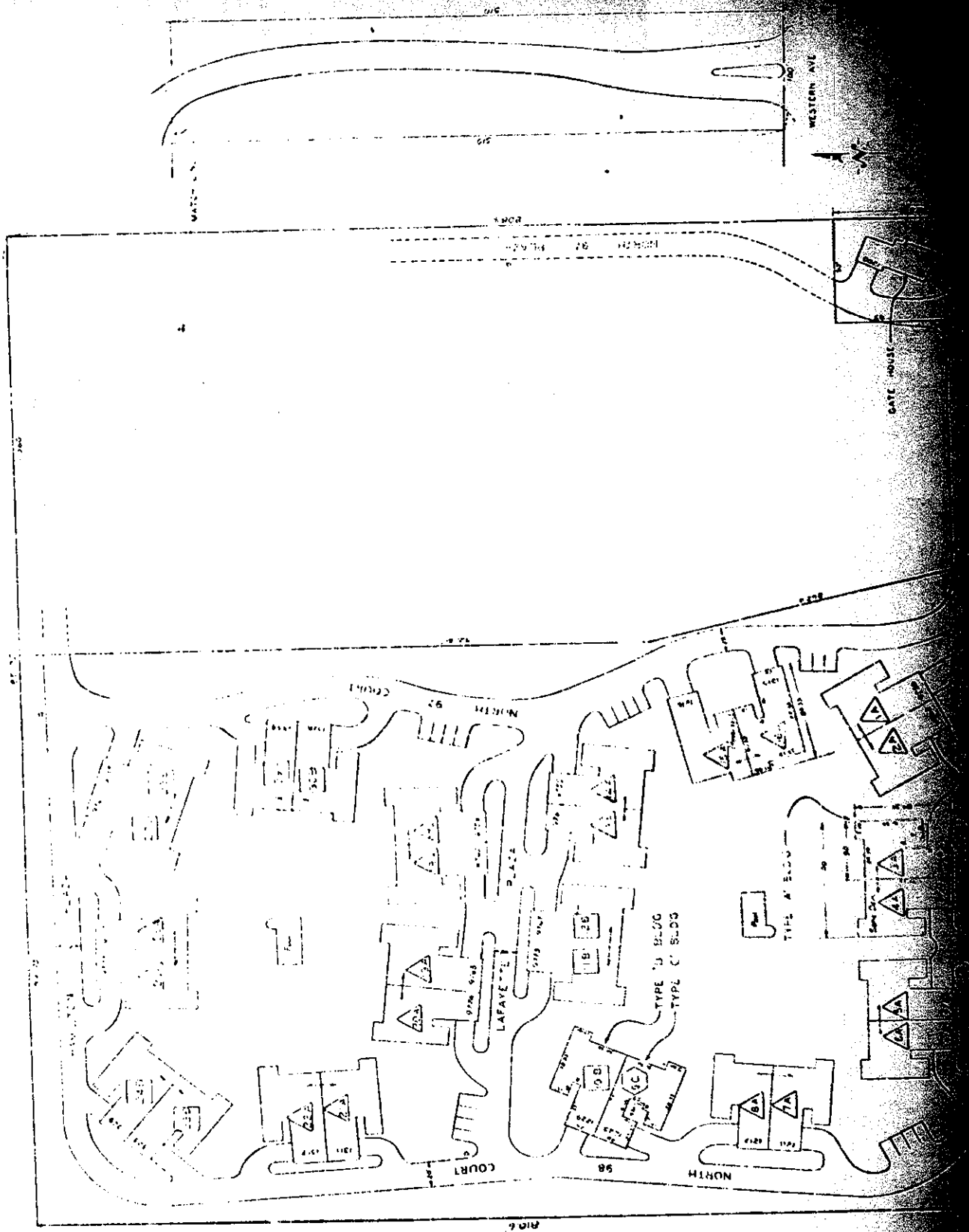
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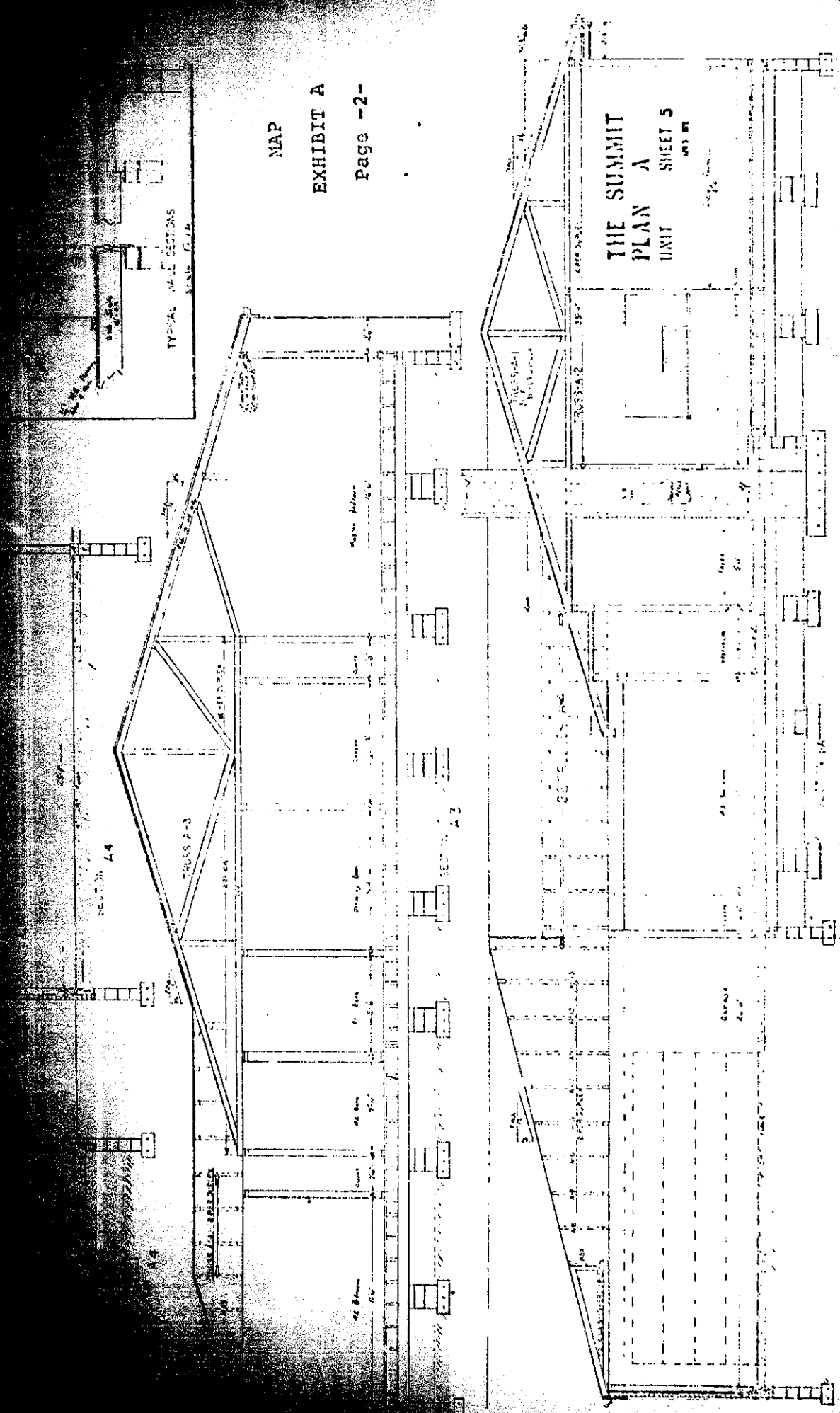
3/19/73

MAP

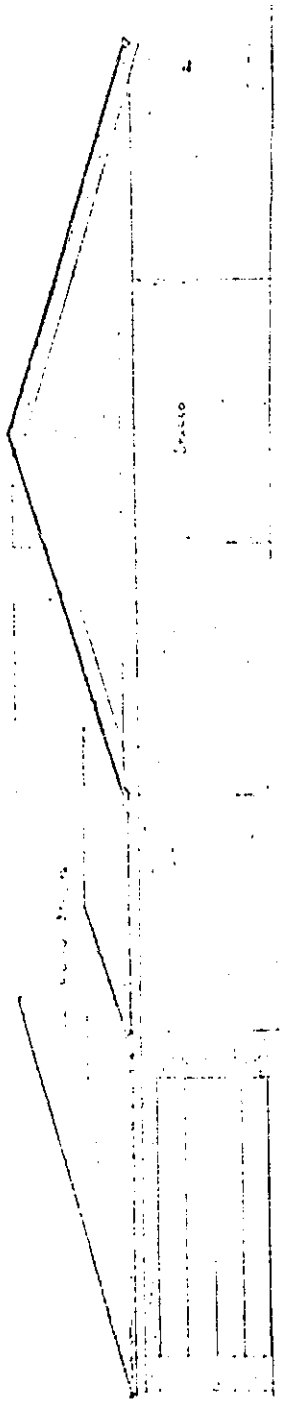
EXHIBIT A

Page -1-

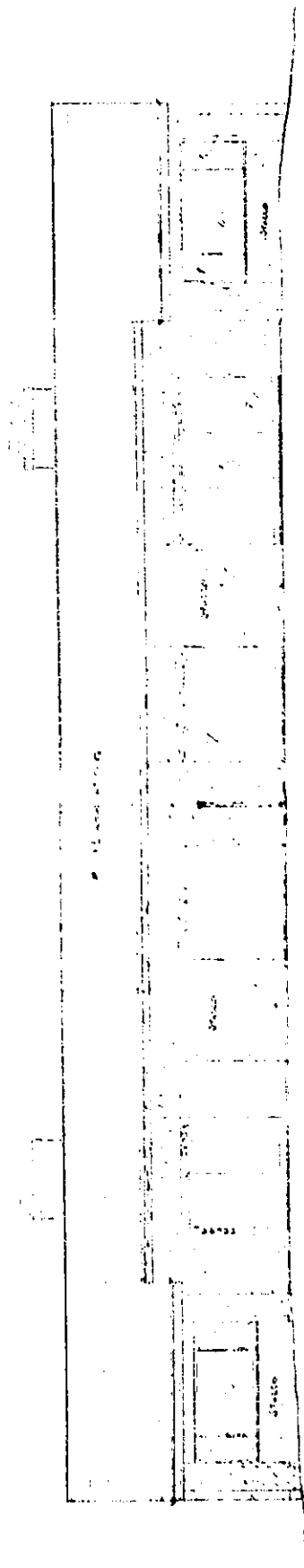




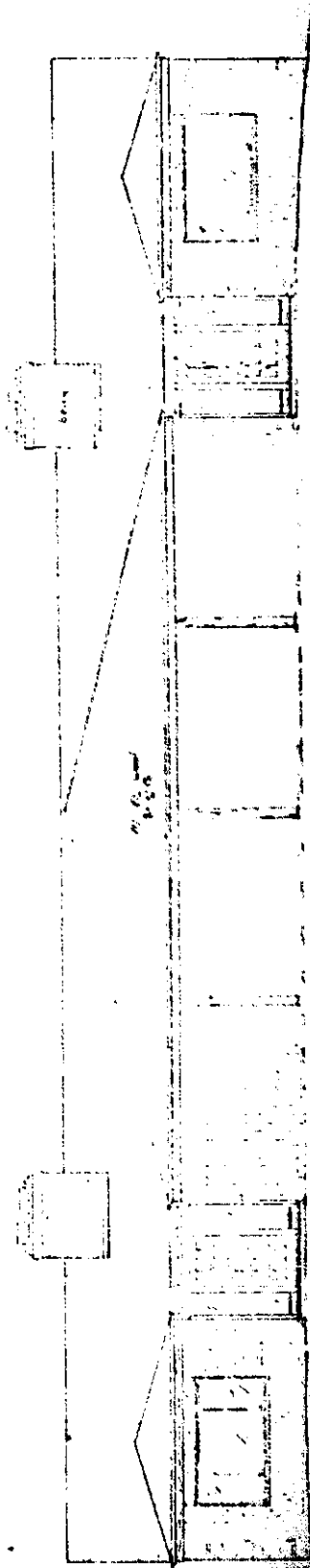
MAP
EXHIBIT A
page -2-



SEE VIEW



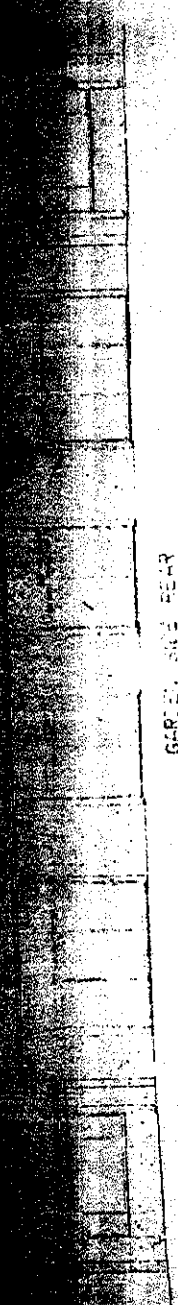
SEE VIEW



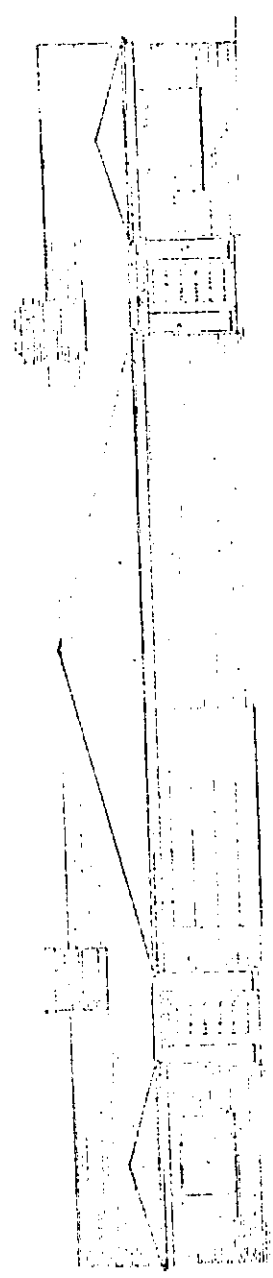
THE SUMMIT

STREET SIDE FRONT

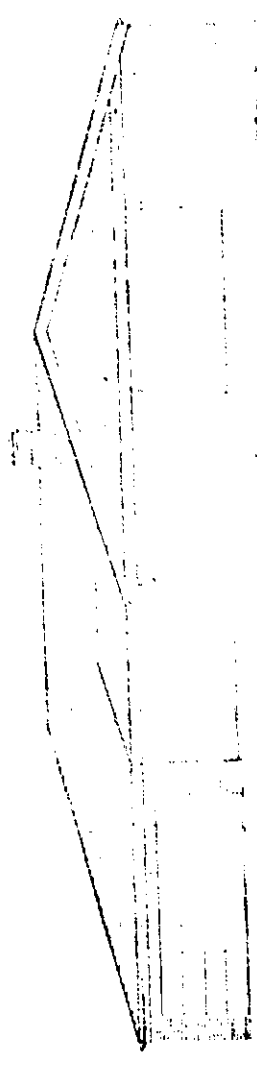
Scale 1/4" = 1'-0"



GARAGE AND REAR

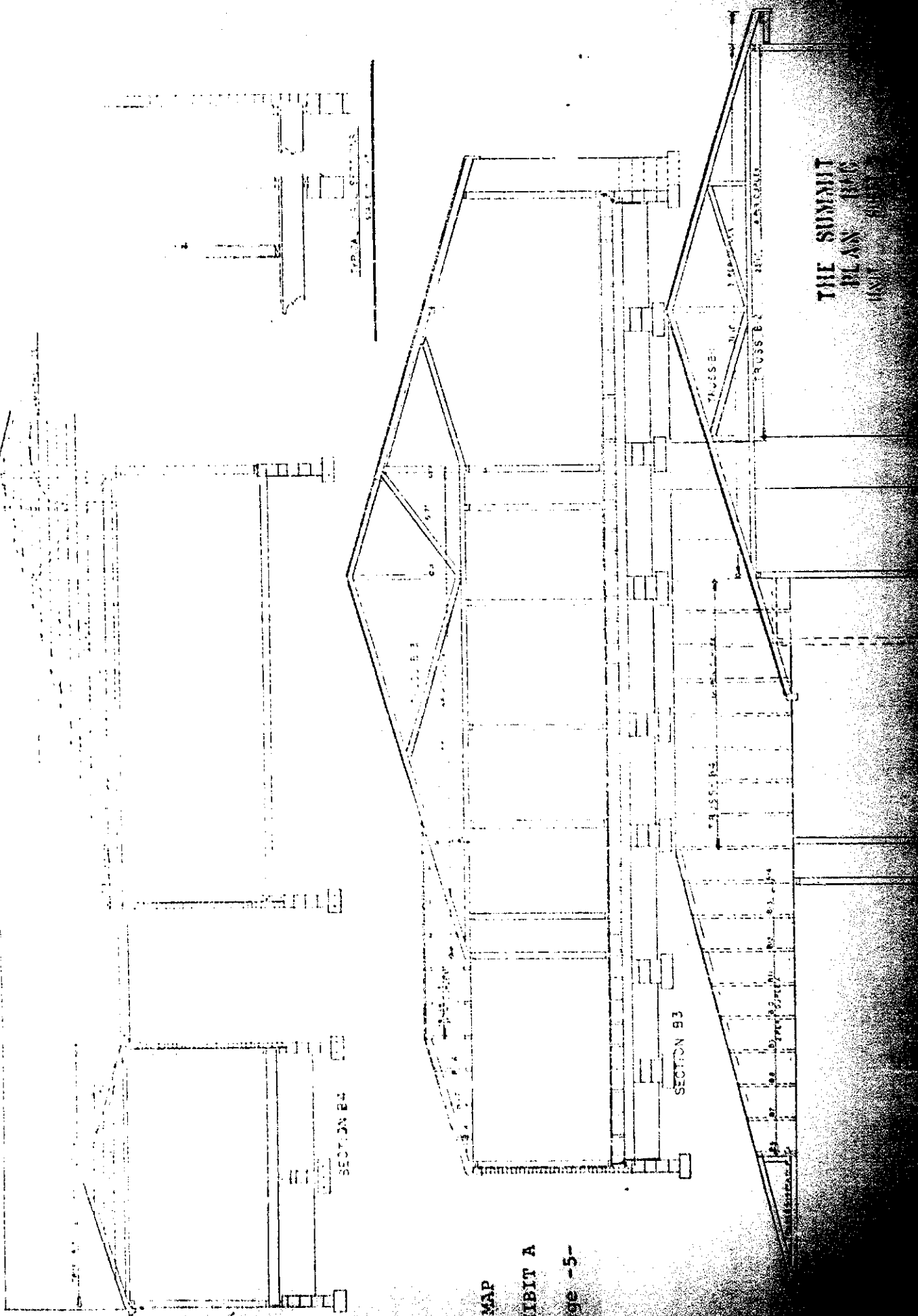


FRONT SIDE VIEW



REAR VIEW

TYPE SUMMIT
PLANS B & C
UNIT SHEET 4
1933



MAP

EXHIBIT A

Page -5-

Darrel Dangberg, hereby certify that this Map
shows the location of Units Numbered 1 through 30,
Condominium Property Regime located on the follow-
ing property, to-wit:

A portion of that certain 15.84 acre tract conveyed
to The Villas Corporation by Duchesne College &
Convent of the Sacred Heart under Corporation Warranty
Deed, dated April 29, 1972, and recorded May 9, 1972,
in Book 1454 at Page 515 of Deed Records of Douglas
County, Nebraska, said portion being described as
follows (references in the following description to
"property line" or "property corner" refer to the
property lines and property corners of the said 15.84
acre tract), to-wit:

Beginning at a point 180 feet north and 468.6 feet
west of the east one-quarter corner of Section 16,
Township 15 North, Range 12 east of the 6th P.M.,
Douglas County, Nebraska, thence in a northerly
direction along the east property line and parallel
to the east line of said Section 16, a distance of
125 feet, thence left in a westerly direction
89°59', and parallel to the south property line a
distance of 90 feet, thence left 90°01' and parallel
to the east property line a distance of 93 feet to
a point, thence right 90°01' and parallel to the
south property line a distance of 213.3 feet, thence
right 77°30' in a northwesterly direction a distance
of 262 feet, thence right 12°29' and parallel to
the east line of said Section 16 a distance of
521.81 feet to a point which lies on the north
property line and is 360 feet from the northeast
property corner, thence left 89°53' and on said
north property line in a westerly direction a dis-
tance of 491.75 feet to the northwest property
corner which is on the west line of the Southeast
Quarter of the Northeast Quarter of said Section 16,
thence left 90°02' along the west line of said
Southeast Quarter of the Northeast Quarter a dis-
tance of 810.6 feet, thence left 90°04' along the
south property line a distance of 852.8 feet to the
point of beginning.

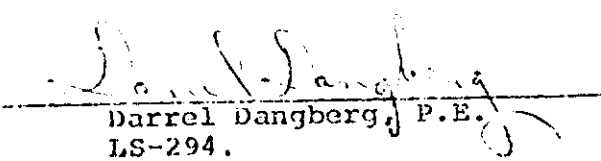

Darrel Dangberg, P.E.
LS-294.

EXHIBIT A

EXHIBIT B TO DECLARATION

of

THE SUMMIT CONDOMINIUM PROPERTY REGIME

<u>UNIT NO.</u>	<u>VALUE</u>	<u>PROPORTION OF OWNERSHIP</u>	<u>VOTE</u>
1	\$50,000.00	1/30th	one (1)
2	\$50,000.00	1/30th	one (1)
3	\$50,000.00	1/30th	one (1)
4	\$50,000.00	1/30th	one (1)
5	\$50,000.00	1/30th	one (1)
6	\$50,000.00	1/30th	one (1)
7	\$50,000.00	1/30th	one (1)
8	\$50,000.00	1/30th	one (1)
9	\$50,000.00	1/30th	one (1)
10	\$50,000.00	1/30th	one (1)
11	\$50,000.00	1/30th	one (1)
12	\$50,000.00	1/30th	one (1)
13	\$50,000.00	1/30th	one (1)
14	\$50,000.00	1/30th	one (1)
15	\$50,000.00	1/30th	one (1)
16	\$50,000.00	1/30th	one (1)
17	\$50,000.00	1/30th	one (1)
18	\$50,000.00	1/30th	one (1)
19	\$50,000.00	1/30th	one (1)
20	\$50,000.00	1/30th	one (1)
21	\$50,000.00	1/30th	one (1)
22	\$50,000.00	1/30th	one (1)
23	\$50,000.00	1/30th	one (1)
24	\$50,000.00	1/30th	one (1)
25	\$50,000.00	1/30th	one (1)
26	\$50,000.00	1/30th	one (1)
27	\$50,000.00	1/30th	one (1)
28	\$50,000.00	1/30th	one (1)
29	\$50,000.00	1/30th	one (1)
30	\$50,000.00	1/30th	one (1)

TOTAL
PROPERTY
VALUE \$1,500,000.00

Units are designated on the Map by Unit Number followed by a letter A, B, or C. Such letter designates the type of Unit and the size of A, B, and C Units is shown on the Map.

67

RECORDED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
22 March 1979 AT 3:42 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS

81-471 +
16-1512

BOOK 549 PAGE 639

AMENDMENT
to
MASTER DEED AND BY-LAWS

Establishing

THE SUMMIT CONDOMINIUM
PROPERTY REGIME

The undersigned being all of the Co-owners of The Summit Condominium Property Regime, hereby amend the Master Deed and By-Laws establishing said Regime by deleting the original text of each of the paragraphs or subparagraphs designated below in its entirety, and, in certain instances (set forth below) substituting therefor new paragraphs or subparagraphs, all as follows:

Paragraph 1A. "Declarant" shall mean The Villas Corporation, a Nebraska corporation, which has made and executed this Declaration, except that from and after February 1, 1974, and where material, "Declarant" shall mean or include The Summit Partnership, Ltd., a Nebraska limited partnership consisting of Gretchen Swanson Pullen, General Partner, and John J. Byrne, Limited Partner, said partnership having on such date succeeded to the interests of The Villas Corporation in "The Summit".

Paragraph 5E. Declarant Performs Functions. Until a date three years from the date of completion of construction of the Project (including unit interiors) or until all Units have been sold by Declarant, whichever is sooner, the rights, duties and functions of the Board of Administrators shall at Declarant's option be exercised by Declarant.

Paragraph 14. Co-owner's Obligation to Repair. Except for those portions which the Board of Administrators is required to maintain and repair hereunder, if any, the maintenance of the interior of each Unit, together with its equipment and appurtenances, shall be done at the expense of the Owner of that Unit. Without limitation upon the foregoing, each Co-owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals, Nutone food centers, ranges or ovens that may be in or which serve solely such Co-owner's Unit, but utility lines running to or from the Unit shall be repaired and maintained by the Board of Administrators.

The Board of Administrators and Manager shall not be responsible to the Co-owner for loss or damage by theft or otherwise of articles which may be stored by the Co-owner on the patio or in the garage or Unit.

The Co-owner shall promptly discharge any lien which may hereafter be filed against his Condominium by the Board of Administrators and shall otherwise abide by the provisions of Section 76-817 of the Condominium Property Act.

Paragraph 15. Prohibition Against Structural Changes by Co-owner. The Co-owner shall not, without first obtaining written consent of the Board of Administrators, make or permit to be made any structural alteration, improvement or addition to the exterior of the buildings or other Common Elements. The Co-owner shall do no act or any work that would impair the structural soundness or integrity of the buildings or safety of the property or impair any easement or hereditament without the written consent of all the Co-owners. The Co-owner shall not paint

or decorate any portion of the exterior of the buildings or other Common Elements or any portion of the patio fences or garages without first obtaining written consent of the Board of Administrators.

Paragraph 16A. No Co-owner shall occupy or use his Unit or permit the same or any part thereof to be occupied or used for any purpose other than a private residence for the Co-owner and the Co-owner's family or the Co-owner's lessees or guests. Nothing herein shall be construed to prohibit the Declarant, or its agents or managers, from operating a realty office in any Unit until such time as all Units have been sold.

Paragraph 16D. Except for the limited purpose set forth in the last sentence of subparagraph A above, no sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements, without the prior consent of the Board of Administrators and in no case will illuminated signs be permitted.

Paragraph 21B. Limitation on Sale or Lease and Right of First Refusal. Subparagraph B of Paragraph 21 shall be deleted in its entirety.

Paragraph 24E. Notification of Improvements in Excess of \$1,000. This Subparagraph shall be, and hereby is, deleted in its entirety.

Paragraph 32. Declarant is the owner of the following described property, to-wit:

That tract of real estate bounded and described as follows: Beginning at a point 988.0 feet North and 468.6 feet west of the east one-quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, said point being also on the south line of Meadowbrook Addition to the City of Omaha, Douglas County, Nebraska, thence continuing in a westerly direction, along the south line of said Meadowbrook Addition, a distance of 851.75 feet to the west line of the Southeast Quarter of the Northeast Quarter of said Section 16, thence left in a southerly direction along the west line of said Southeast Quarter of the Northeast Quarter a distance of 810.6 feet, thence left, in an easterly direction, along a straight line a distance of 852.8 feet, thence left, in a northerly direction, parallel to the east line of said Section 16, a distance of 808.9 feet to the south line of said Meadowbrook Addition and the point of beginning, and containing a calculated area of 15.84 acres, more or less.

which property includes the Project and additional land. Declarant is developing The Summit in phases of which Phase I, of 30 units, is covered by this Declaration. Declarant reserves the right, and makes this Declaration conditioned upon such reservation, to add to the Project not more than 30 additional Units, to be located on that portion of the above described land not included in Phase I on the following conditions:

A. The additional Units shall be reasonably compatible with Units 1 to 30, but may vary in square footage.

B. The additional Units shall have the same rights in and to the Common Elements as do Units 1 to 30.

C. The additional Units shall be added to and become subject to this Declaration and be governed by all the terms and provisions hereof.

D. The value of each of the additional Units shall be at least the same as the value for Units 1 to 30 as set forth in Exhibit B to the original Master Deed and By-Laws. Each of the additional Units shall have only one (1) vote per Unit. The proportionate interest in the Common Elements of each of Units 1 to 30 shall be decreased to a fraction which has one as the numerator and the total number of Units (as increased to not more than 60) as the denominator.

E. Additional Units shall be added hereto by the execution and recording of a Supplement to this Declaration, listing and showing the additional Units and making them subject to the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 21 day of February, 1975.

Maude P. Johnson
Maude P. Johnson, an unmarried widow
(Owner of Unit #4)

John S. Byrne
John S. Byrne
Phyllis B. Byrne
Phyllis B. Byrne
(Owners of Unit #5)

Charles E. Lakin
Charles E. Lakin

Florence M. Lakin
Florence M. Lakin
(Owners of Unit #8)

BYRON REED COMPANY, INC.

ATTEST:

By: Wanda Hike V.P.
Title:
(Owner of Unit #9)

Frank J. Bender
Frank J. Bender

Marge M. Bender
Marge M. Bender
(Owners of Unit #12)

Morton A. Richards
Morton A. Richards

Elaine Richards
Elaine Richards
(Equitable Owners of Unit #7)

THE SUMMIT PARTNERSHIP, LTD.

By: Gretchen Swanson Pullen
Gretchen Swanson Pullen
General Partner
(Owner of all remaining Units)

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 11 day of February, 1975, before me, a Notary Public qualified for said county, personally came MAUDE P. JOHNSON, an unmarried widow, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

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



DANIEL C. WEST
GENERAL NOTARY - State of Nebr.
My Commission Expires
September 9, 1977

Daniel C. West
Notary Public

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 21 day of February, 1975, before me, a Notary Public qualified for said county, personally came JOHN J. BYRNE and PHYLLIS B. BYRNE, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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



DANIEL C. WEST
GENERAL NOTARY - State of Nebr.
My Commission Expires
September 9, 1977

Daniel C. West
Notary Public

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 13 day of February, 1975, before me, a Notary Public qualified for said county, personally came CHARLES E. LAKIN and FLORENCE M. LAKIN, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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



DANIEL C. WEST
GENERAL NOTARY - State of Nebr.
My Commission Expires
September 9, 1977

Daniel C. West
Notary Public

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 11 day of February, 1975, before me, a Notary Public qualified for said county, personally came W. Reed of the BYRON REED COMPANY, INC., a corporation, to me personally known to be the 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 said corporation.

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



DANIEL C. WEST
GENERAL NOTARY - State of Nebr.
My Commission Expires
September 9, 1977

Daniel C. West
Notary Public

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS.

On this 21 day of February, 1975, before me, a Notary Public qualified for said county, personally came FRANK J. BENDER and MARGE M. BENDER, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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



DANIEL C. WEST
GENERAL NOTARY - State of Nebr.
My Commission Expires
September 9, 1977

Daniel C. West
Notary Public

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS.

On this 12 day of February, 1975, before me, a Notary Public qualified for said county, personally came MORTON A. RICHARDS and ELAINE RICHARDS, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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



DANIEL C. WEST
GENERAL NOTARY - State of Nebr.
My Commission Expires
September 9, 1977

Daniel C. West
Notary Public

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS.

On this 13 day of February, 1975, before me, a Notary Public qualified for said county, personally came GRETCHEN SWANSON PULLEN of The Summit Partnership, Ltd., a partnership, to me personally known to be the General Partner and the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed as such General Partner and the voluntary act and deed of said partnership.

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



DANIEL C. WEST
GENERAL NOTARY - State of Nebr.
My Commission Expires
September 9, 1977

Daniel C. West
Notary Public

APPROVAL BY MORTGAGEE

The above Amendment to Master Deed and By-Laws is hereby approved this 11th day of February, 1975.

THE OMAHA NATIONAL BANK

By: Donald P. Jensen
Title: Vice President

ATTEST:

D. C. West

40

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
14 DAY OF April 1975 AT 10:27 M. C. HAROLD OSTLER, REGISTER OF DEEDS

SECOND AMENDMENT
to
MASTER DEED AND BY-LAWS

Establishing

THE SUMMIT CONDOMINIUM
PROPERTY REGIME

The undersigned, being all of the Co-owners of The Summit Condominium Property Regime and Robert H. Berkshire, Trustee, pursuant to the provisions of the Master Deed and By-Laws, as well as to the provisions of the Nebraska Condominium Property Act, including, without limitation, Sections 76-812.01 and 76-824, Reissue of 1976, do hereby amend said Master Deed and By-Laws. Said Master Deed and By-Laws are dated March 8, 1973 and recorded March 22, 1973 in Book 1476 at Page 37 of the Deed Records in the office of the Register of Deeds of Douglas County, and were subsequently amended by Amendment dated February 21, 1975 and recorded April 14, 1975 in Book 549 at Page 639 of said Deed Records. The undersigned do hereby amend the Master Deed and By-Laws as follows:

1. By adopting, pursuant to the provisions of Section 76-824 (which provides that the co-owners of existing condominium property regimes may choose to adopt amendments to the Condominium Property Act becoming effective after the date of filing of the master deed), all of the provisions of Section 76-812.01 (which provides, inter alia, that land, buildings, improvements, structures, easements, rights or obligations, in whole or in part, may be added to or deleted from a condominium property regime).

2. By deleting from the common elements of the Regime certain parcels of property more fully described hereafter, but referred to here for convenience as Parcels C and D, subject to certain retained easements for utilities and fencing and a retained non-exclusive easement for ingress and egress in and over said parcels, as more particularly described in a Warranty Deed from the undersigned, conveying said Parcels C and D to the Trustees of the R & K Trust, which deed is recorded in Book _____ at Page _____ of the Deed Records in the office of the Register of Deeds of Douglas County, Nebraska. The said retained easements shall remain and become part of the common elements of the Regime, and are hereby resubmitted and rededicated as such common elements.

3. By granting to the aforesaid Trustees of the R & K Trust, their successors and assigns, and to all owners and users of any portion of the property described in the Warranty Deed referred to above as the new R & K tract, a non-exclusive permanent easement over, and right to use, the property more fully described hereafter, but referred to here for convenience as Parcel E, for purposes of ingress and egress with respect to the said new R & K tract, and for installation, use, maintenance and relocation of utilities serving the said new R & K tract, all as more particularly described in the aforesaid Warranty Deed; but, provided, that no such rights shall extend to any portion of Parcel E lying west of the entrance gate to the Regime, if said entrance gate shall ever be relocated as provided in the land exchange agreement entered into between the undersigned and the Trustees of the R & K Trust.

4. By adding to the common elements of the Regime the property more fully described hereafter, but referred to here for convenience as Parcels A and B, subject to certain access and utility easement rights respecting Parcel B and in favor of the above-referenced Trustees, their successors and assigns, and all owners and users of the aforesaid new R & K tract, all as more particularly described in a Warranty Deed recorded in Book _____ at Page _____, wherein the Trustees of the R & K Trust have conveyed said Parcels A and B to Robert H. Berkshire, Trustee, as Trustee for the undersigned Co-owners, subject to the aforesaid retained access and other easement rights. The undersigned hereby submit and dedicate to the Regime, to be and become part of the common elements thereof, all of their rights and interests in said Parcels A and B.

The right of the Trustees of the R & K Trust, their successors and assigns, and all owners and users of the aforesaid new R & K tract, to ingress and egress over and upon the 100 foot easement way adjoining Parcel D on the south, which right was expressed in the original grant of easement to The Villas Corporation (the original Declarant), and re-expressed in Paragraph 1J(1) of the Master Deed and By-Laws, is hereby reconfirmed by the undersigned.

By agreement with the Trustees of the R & K Trust, at such time as the above-referenced new R & K tract shall be developed and a road or street connection or connections made from that tract to the presently existing entrance and exit roadway to and from the Regime, the owners of the new R & K tract and the Regime shall share ratably, as per the acreage of the respective using parcels, any expenses reasonably related to maintenance and upkeep of so much of the entrance and exit roadway as is jointly used.

For reference purposes, there is attached hereto as Exhibit "1" a certain diagram showing and describing Parcels A, B, C, D and E, referred to above.

IN WITNESS WHEREOF, the undersigned, constituting all of the Co-owners of The Summit Condominium Property Regime, have executed this instrument, and Robert H. Berkshire, Trustee, as Trustee for all of said Co-owners with respect to the property described in Paragraph 4, herein, does also join in the execution of this instrument for the purpose of submitting and dedicating said property to the Regime, to be held as part of the common areas, subject to the same terms and conditions respecting all other common areas previously dedicated to the Regime by the original Master Deed and By-Laws and first amendment thereto, which said Master Deed and By-Laws, and first amendment, are more particularly described in the introductory paragraph herein.

Dated this 30 day of May, 1978.


Robert H. Berkshire, Trustee

Unit No. 1

Robert E. Finnman
Robert E. Finnman

Jane H. Finnman
Jane H. Finnman

Unit No. 3

Morton L. Fisher
Morton L. Fisher

Shirley G. Fisher
Shirley G. Fisher

Unit No. 5

John J. Byrne
John J. Byrne

Phyllis B. Byrne
Phyllis B. Byrne

Unit No. 7

Morton A. Richards
Morton A. Richards

Elaine Richards
Elaine Richards

Unit No. 9

Robert E. Hastings
Robert E. Hastings

Ada O. Hastings
Ada O. Hastings

Unit No. 11

Alvin S. Nogg
Alvin S. Nogg

Manya E. Nogg
Manya E. Nogg

Unit No. 2

Joe M. Rice
Joe M. Rice

Ruth E. Rice
Ruth E. Rice

Unit No. 4

Maude P. Johnson
Maude P. Johnson, an unmarried widow

Unit No. 6

Jean G. Day
Jean G. Day, formerly
Jean G. Young

John F. Day
John F. Day

Unit No. 8

Charles E. Lakin
Charles E. Lakin

Florence M. Lakin
Florence M. Lakin

Unit No. 10

William J. Lohrman
William J. Lohrman

Sarah M. Lohrman
Sarah M. Lohrman

Unit No. 12

George C. Holling
George C. Holling

Irene L. Holling
Irene L. Holling

DOUGLAS LAND COMPANY

By George C. Holling
its Attorney

Unit No. 13

Harriet P. Warren
Harriet P. Warren

Testamentary Trust of Mervyn J. Warren created under Will of Mervyn J. Warren and registered and docketed in Trust Book 5, No. 272, Douglas County, Omaha, Nebraska.

James T. Warren
James T. Warren, Co-Trustee

FIRST NORTHWESTERN TRUST COMPANY,
Co-Trustee,

By Paul D. Kadavy, Vice President

Unit No. 14

Nathan E. Jacobs
Nathan E. Jacobs
Gladys Brandeis Jacobs
Gladys Brandeis Jacobs

Unit No. 15

Bernard Hockenberg
Bernard Hockenberg

Arlene J. Hockenberg
Arlene J. Hockenberg

Unit No. 17

William J. Dickerson
William J. Dickerson
Nancy C. Dickerson
Nancy C. Dickerson

Unit No. 16

Leo I. Meyerson
Leo I. Meyerson

Helen F. Meyerson
Helen F. Meyerson

Unit No. 18

Leon S. McGooogan
Leon S. McGooogan, an
unremarried widower

Unit No. 19

Orvel A. Milder
Orvel A. Milder

Don L. Milder
Don L. Milder

Unit No. 21

Lester K. Marcus
Lester K. Marcus
Pearl M. Marcus
Pearl M. Marcus

Unit No. 20

Albert M. Nepomnick
Albert M. Nepomnick
Jeanette T. Nepomnick
Jeanette T. Nepomnick

Unit No. 22

Alfred E. Sophir
Alfred E. Sophir
Audrey E. Sophir
Audrey E. Sophir

Unit No. 23

Winslow M. Van Brunt
Winslow M. Van Brunt

Irene S. Van Brunt
Irene S. Van Brunt

Unit No. 24

Stanley E. Blackburn
Stanley E. Blackburn

Peggy W. Blackburn
Peggy W. Blackburn

Unit No. 25

Herman L. Weinstein
Herman L. Weinstein

Shirley F. Weinstein
Shirley F. Weinstein

Unit No. 26

Isadore Friedman
Isadore Friedman

Rosalie Friedman
Rosalie Friedman

Unit No. 27

Charles M. Root
Charles M. Root

Barbara S. Root
Barbara S. Root

Unit No. 28

Yale G. Ginsburg
Yale G. Ginsburg

Jessie S. Ginsburg
Jessie S. Ginsburg

Unit No. 29

Morris Koom
Morris Koom

Doris Lee Koom
Doris Lee Koom

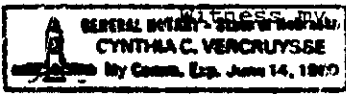
Unit No. 30

Gerald R. Tweeton
Gerald R. Tweeton

Phyllis S. Tweeton
Phyllis S. Tweeton

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 29 day of May, 1978, before me, a Notary Public qualified for said county, personally came ROBERT F. FINNMAN and JANE H. FINNMAN husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

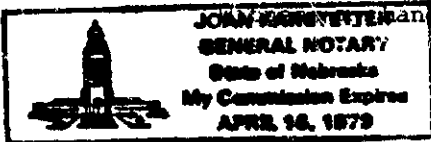


Witness my hand and seal the day and year last above written.

Cynthia C. Verduyze
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 30th day of May, 1978, before me, a Notary Public qualified for said county, personally came JOE M. RICE and RUTH E. RICE, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



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

Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 30th day of May, 1978, before me, a Notary Public qualified for said county, personally came MORTON L. FISHER and SHIRLEY G. FISHER, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

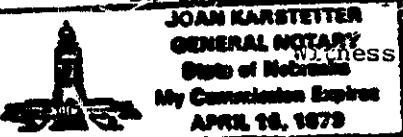


Witness my hand and seal the day and year last above written.

Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 31st day of May, 1978, before me, a Notary Public qualified for said county, personally came GERALD R. TWEETON and PHYLLIS S. TWEETON, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

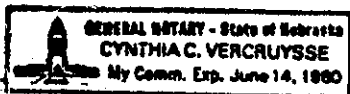


Witness my hand and seal the day and year last above written.

Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 25 day of May, 1978, before me, a Notary Public qualified for said county, personally came MAUDE P. JOHNSON, an unmarried widow, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.



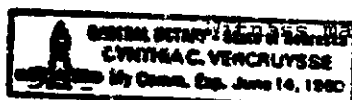
Witness my hand and seal the day and year last above written.

Cynthia C. Verduyze
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

BOOK 604 PAGE 607

On this 21 day of May, 1978, before me, a Notary Public qualified for said county, personally came JOHN J. BYRNE and PHYLLIS B. BYRNE, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

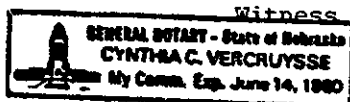


Witness my hand and seal the day and year last above written.

Cynthia C. Verduynse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24 day of May, 1978, before me, a Notary Public qualified for said county, personally came JEAN G. DAY (formerly Jean G. Young) and JOHN F. DAY, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

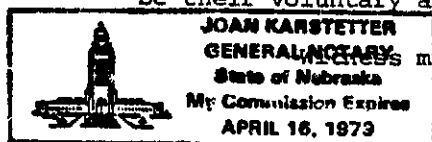


Witness my hand and seal the day and year last above written.

Cynthia C. Verduynse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of May, 1978, before me, a Notary Public qualified for said county, personally came MORTON A. RICHARDS and STANINE RICHARDS, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

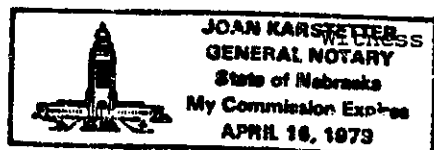


Witness my hand and seal the day and year last above written.

Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 22nd day of May, 1978, before me, a Notary Public qualified for said county, personally came CHARLES E. LAKIN and FLORENCE M. LAKIN, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



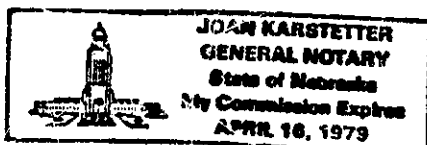
Witness my hand and seal the day and year last above written.

Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 25 day of May, 1978, before me, a Notary Public qualified for said county, personally came ROBERT C. HASTINGS and ADA D. HASTINGS, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

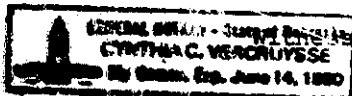
Witness my hand and seal the day and year last above written.



Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21 day of May, 1978, before me, a Notary Public qualified for said county, personally came WILLIAM J. LOHRMAN and SARAH M. LOHRMAN, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

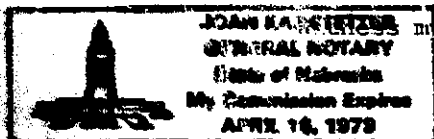


my hand and seal the day and year last above written.

Cynthia C. Verduynse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 22 day of May, 1978, before me, a Notary Public qualified for said county, personally came ALVIN S. NOGG and MANYA F. NOGG, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

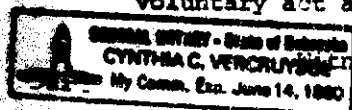


my hand and seal the day and year last above written.

Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21 day of May, 1978, before me, a Notary Public qualified for said county, personally came GEORGE C. HOLLING and IRENE L. HOLLING, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

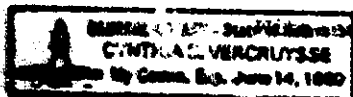


my hand and seal the day and year last above written.

Cynthia C. Verduynse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24 day of May, 1978, before me, a Notary Public qualified for said county, personally came HARRIET F. WARREN, an unmarried widow known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.



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

Cynthia C. Verduynse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 31 day of May, 1978, before me, a Notary Public qualified for said county, personally came NATHAN E. JACOBS and GLADYS BRANDEIS JACOBS, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



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

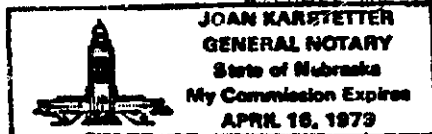
Cynthia C. Verduynse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

BOOK 604 PAGE 609

On this 23rd day of May, 1978, before me, a Notary Public qualified for said county, personally came BERNARD HOCKENBERG and ARLENE J. HOCKENBERG, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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

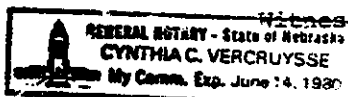


STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Joan Karstetter
Notary Public

On this 21 day of May, 1978, before me, a Notary Public qualified for said county, personally came LEO I. MEYERSON and HELEN P. MEYERSON, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Cynthia C. Verduynse
Notary Public

On this 20th day of May, 1978, before me, a Notary Public qualified for said county, personally came WILLIAM J. DICKERSON and NANCY DICKERSON, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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

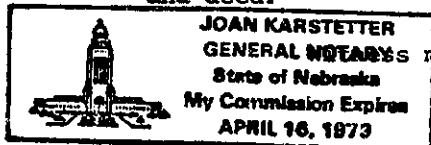


STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Joan Karstetter
Notary Public

On this 20th day of May, 1978, before me, a Notary Public qualified for said county, personally came LEON S. MCGOOGAN, an unmarried widower, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

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



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Joan Karstetter
Notary Public

On this 20th day of May, 1978, before me, a Notary Public qualified for said county, personally came ORVEL A. MILDER and NAN L. MILDER, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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

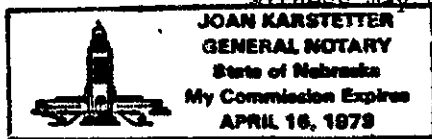


Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On this 22nd day of May, 1978, before me, a Notary Public qualified for said county, personally came ALBERT M. NEPOMNICK and JEANETTE T. NEPOMNICK, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

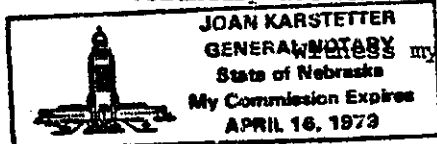
Witness my hand and seal the day and year last above written.



STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

Joan Karstetter
 Notary Public

On this 20th day of May, 1978, before me, a Notary Public qualified for said county, personally came LESTER K. MARCUS and PEARL M. MARCUS, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

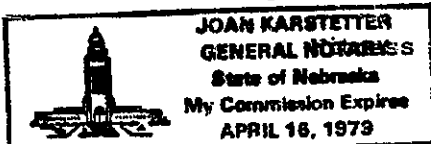


STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

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

Joan Karstetter
 Notary Public

On this 22nd day of May, 1978, before me, a Notary Public qualified for said county, personally came ALFRED SOPHIR and AUDREY E. SOPHIR, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

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

Joan Karstetter
 Notary Public

On this 22nd day of May, 1978, before me, a Notary Public qualified for said county, personally came WINSLOW M. VAN BRUNT and IRENE S. VAN BRUNT, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



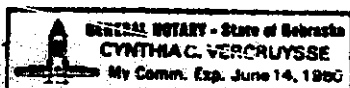
STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

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

Joan Karstetter
 Notary Public

On this 21 day of May, 1978, before me, a Notary Public qualified for said county, personally came STANLEY S. BLACKBURN and PEGGY H. BLACKBURN, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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



Cynthia C. Verduyse
 Notary Public

STATE OF NEBRASKA)
) ss. BOOK 604 PAGE 611
COUNTY OF DOUGLAS)

On this 21 day of May, 1978, before me, a Notary Public qualified for said county, personally came HERMAN L. WEINSTEIN and SHIRLEY F. WEINSTEIN, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

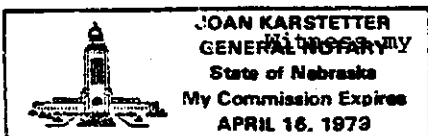


Witness my hand and seal the day and year last above written.

Cynthia C. Verduyse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 22nd day of May, 1978, before me, a Notary Public qualified for said county, personally came ISADORE FRIEDMAN and ROSALIE FRIEDMAN, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

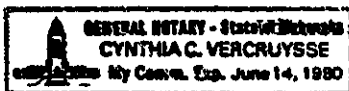


Witness my hand and seal the day and year last above written.

Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21 day of May, 1978, before me, a Notary Public qualified for said county, personally came CHARLES M. ROOT and BARBARA S. ROOT, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

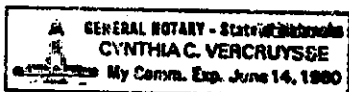


Witness my hand and seal the day and year last above written.

Cynthia C. Verduyse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21 day of May, 1978, before me, a Notary Public qualified for said county, personally came YALE G. GINSBURG and JESSIE S. GINSBURG, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



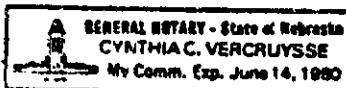
Witness my hand and seal the day and year last above written.

Cynthia C. Verduyse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21 day of May, 1978, before me, a Notary Public qualified for said county, personally came MORRIS KOOM and DORIS LEE KOOM, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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



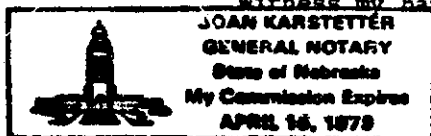
Cynthia C. Verduyse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

BOOK 604 PAGE 612

On this 25th day of May, 1978, before me, a Notary Public qualified for said county, personally came ROBERT H. BERKSHIRE, Trustee, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

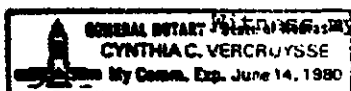
Witness my hand and seal the day and year last above written.



Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 26 day of May, 1978, before me, a Notary Public qualified for said county, personally came JAMES T. WARREN, known to be to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.



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

Cynthia C. Verduyse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of May, 1978, before me, a Notary Public qualified for said county, personally came PAUL D. KADAVY, known to me to be the Vice President of FIRST NORTHWESTERN TRUST COMPANY and acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said institutions.

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



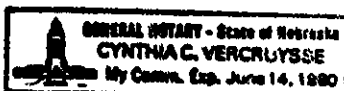
G. A. Ried
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

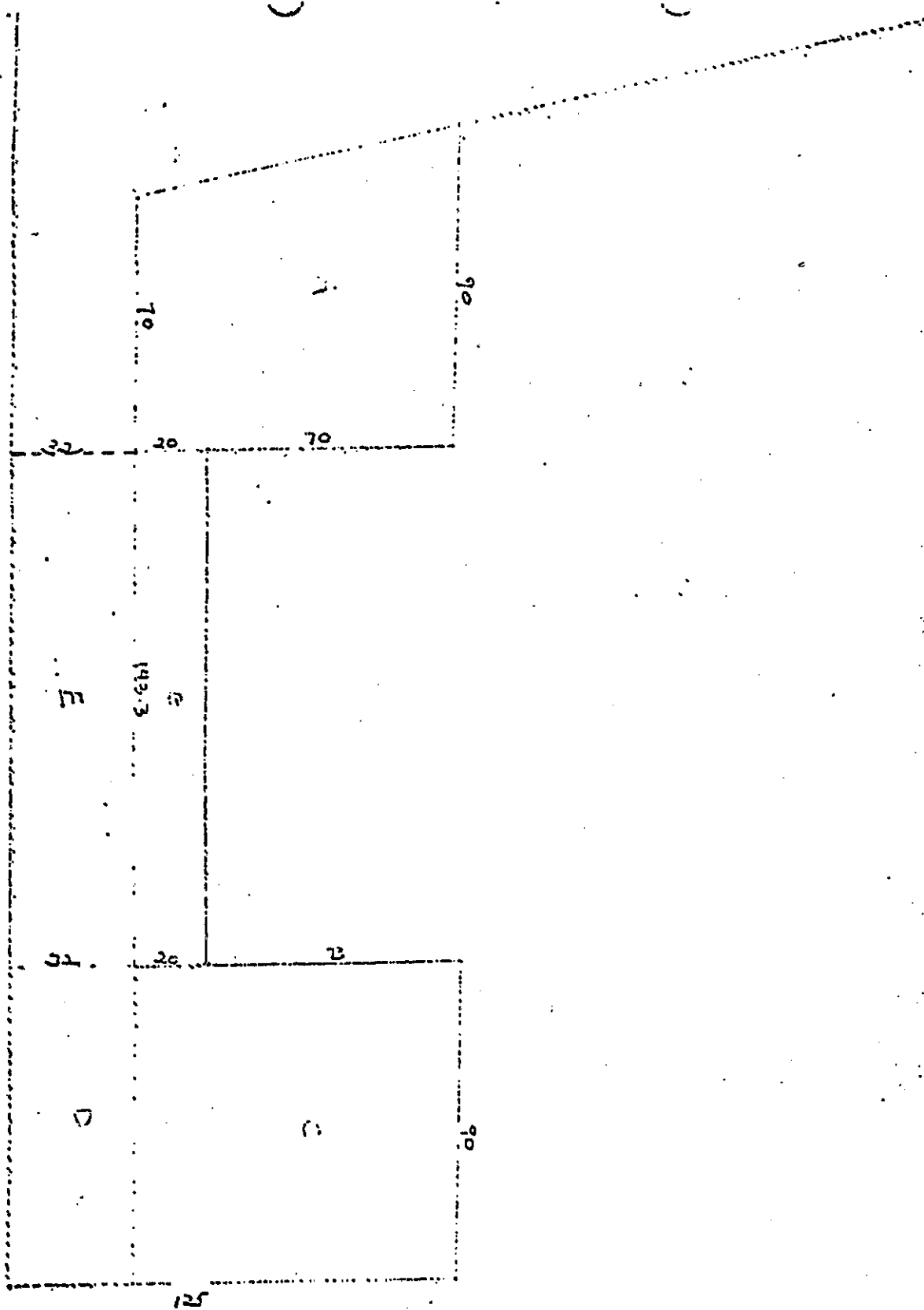
on May 29, 1978

Before me, a notary public qualified in said county, personally came GEORGE C. HOLLING, Vice President of Douglas Land Company, a corporation, known to me to be the Vice President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

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



Cynthia C. Verduyse
Notary Public



Legal Descriptions
Parcels A, B, C, D and E

Parcels A and B (jointly):

Beginning at a point 212 feet North and 558.6 feet West of the East Quarter Corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska; thence, N89°19'W a distance of 213.3 feet; thence, N12°29'W a distance of 92.19 feet; thence, S89°59'E a distance of 89.93 feet; thence, S0°E a distance of 70 feet; thence S89°59'E a distance of 143.3 feet; thence S0°E a distance of 20 feet to the point of beginning. In this description the East line of said Section 16, Township 15 North, Range 12 East is assumed to lie in a true North-South direction.

Parcel B is individually described as follows:

Beginning at a point 212 feet North and 558.6 feet West of the East Quarter Corner of said Section 16; thence, N89°59'W a distance of 143.3 feet; thence, North, a distance of 20 feet; thence S89°59'E a distance of 143.3 feet; thence, South a distance of 20 feet to the point of beginning.

Parcels C and D (jointly):

Beginning at a point 180 feet North and 558.6 feet East of the East Quarter Corner of said Section 16; thence northerly and parallel to the present East property line of the Regime a distance of 125 feet; thence Easterly and parallel to the present South property line of the Regime, a distance of 90 feet; thence Southerly along the present East property line of the Regime a distance of 125 feet; thence Westerly along the present South line of the Regime, a distance of 90 feet to the point of beginning.

Parcel C constitutes the North 93 feet of the just-described tract and Parcel D constitutes the South 32 feet thereof.

Parcel E, measuring 32 feet North and South by 143.3 feet East and West, adjoins Parcel D on the West.

Parcel B, measuring 20 feet North and South by 143.3 feet East and West, adjoins Parcel E on the North.

Exhibit "1" - Page 2

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COUNTY OF DOUGLAS
STATE OF NEBRASKA

Book 604
Page 601
of 601

Index
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