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MARINDA HEIGHTS CONDOMINIUM REGIME

MASTER DEED AND DECLARATION

Dated as of September 22, 1983

MARINDA CONDOMINIUM REGIME
 MASTER DEED AND DECLARATION

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MASTER DEED AND DECLARATION

This Master Deed and Declaration dated as of September 22, 1983 by Marinda Heights Joint Venture, having its principal place of business at 1101 South 124th Street, Omaha, Nebraska 68144 (the "Sponsor"), for itself, its successors, grantees and assigns, hereby declares:

W I T N E S S E T :

1. Submission of Property. The purpose of this Master Deed and Declaration is to submit the real estate herein described and the improvements thereon to the condominium form of ownership and use in the manner provided by the Nebraska Revised Statutes Sections 76-801 through 76-823 (the "Act"). The land owned by the Sponsor which is hereby submitted to the condominium regime is legally described as follows:

West 10 feet of Lot 12, All of Lots 13, 14, 15, 16, 17, 18, 19 and 20 and the West 10 feet of Lot 21, All in Block 8, Eckerman Place, together with all vacated alleys adjacent thereto and the North 1/2 of vacated Martha Street adjoining said property on the South, as surveyed, platted and recorded in Douglas County, Nebraska.

2. Name of Condominium. This condominium regime (the "Regime") shall be known as MARINDA HEIGHTS CONDOMINIUM REGIME.

3. Definitions. The definitions set forth in Nebraska Revised Statutes Section 76-802 shall govern this Master Deed and Declaration, the Bylaws and the Rules and Regulations, except "Apartment" as defined therein is hereinafter referred to as "Unit" and Marinda Heights Association is hereinafter referred to as the "Corporation."

4. Description of Regime. The Real Estate has an area of approximately 48,076 square feet. The Regime will consist of one building. The building will contain a total of 14 Units which may only be used for residential purposes. The Regime will also include parking areas, gardens and landscaping. The buildings, improvements and Units, together with their location on the Real Estate and the area, designation and location of each Unit are more particularly described in the building plans which are attached hereto as Exhibit A and recorded with this Master Deed and Declaration. The total ground floor area of the building is approximately 9152 square feet.

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

6. Dimensions of Units. Each Unit consists of the area measured horizontally from the Unit side of the exterior structural wall of the building to the Unit side of the structural wall and/or partitions. Vertically each Unit consists of the space between the surface of the concrete floor of the lower level and the plane of the lowest structure of the roof of that Unit; and in the case of garages, from the surface of the concrete floor to the plane of the lowest structure of the roof.

7. General Common Elements. General common elements shall consist of the entire property, including all parts of the buildings other than the Units, and including, without limitation, the following:

- (a) the Real Estate;
- (b) all roofs, foundations, columns;
- (c) all exterior walls and surfaces of the buildings, all walls and partitions separating Units from other common elements; all walls and partitions separating Units;
- (d) all landscaping, yards, gardens roads and walkways, exterior lighting, sidewalks driveways and parking areas; and
- (e) all other parts of the Real Estate and all apparatuses and installations existing in the buildings or on the Real Estate for common use or necessary or convenient to the existence, maintenance or safety of the Real Estate.

Air conditioning compressors are not common elements but are part of each Unit and shall be maintained and replaced as needed by each owner. Each Unit owner shall be responsible

for the repair, maintenance and replacement of the interior of his Unit and the exterior portions thereof which have been excluded from the above definition of general common elements, including, but not limited to, all exterior windows, screens, glass, storm doors, entry doors and garage doors, it being understood that the only common area maintenance of exterior windows and doors shall be the painting or finishing for the exterior surface thereof. If any Unit owner fails to repair, maintain or replace the exterior of his Unit as required in this Master Deed and Declaration, the Bylaws and the Rules and Regulations, the Corporation may perform such work, invoice the owner therefor and secure and enforce a lien therefor against the owner and his Unit in like manner as a delinquent assessment for general common element expense.

8. Determination of Percentages in Common Elements. The percentages of interest of the respective Units in the common elements and the expenses relating thereto have been determined upon the basis of the proportion which the value of each Unit bears to the value of the property of the Regime (the total basic value of the Regime is \$1,007,000), and such values and percentages are set forth in attached Exhibit B.

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

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



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cables, wires, conduits, public utility lines and other common facilities serving such other Units and located in such Unit.

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

12. Person to Receive Service. Robert P. Pettigrew, 1104 South 124th Street, Omaha, Nebraska, 68144 is hereby designated to receive notice of process in any action which may be brought against this Regime.

13. Units Subject to Master Deed and Declaration, Bylaws and Rules and Regulations. The covenants, conditions and restrictions relating to the Regime are contained in this Master Deed and Declaration, the Bylaws attached as Exhibit C and the Rules and Regulations attached as Exhibit D. All present and future owners, tenants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed and Declaration, the Bylaws and the Rules and Regulations, as the same may be amended from time to time. The acceptance of a deed or conveyance or the entering into a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Master Deed and Declaration, the Bylaws and the Rules and Regulations, as the same may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. No person, irrespective of the nature of his interest, shall bring any action or proceeding for partition or division of the property or any part thereof except as may be specifically permitted by the provisions of the Act, this Master Deed and Declaration, the Bylaws or the Rules and Regulations.

14. Amendment of Master Deed and Declaration. This Master Deed and Declaration may be amended only by the consent of more than 66-2/3% of Unit owners, cast in person or by proxy; provided, however, that any such amendment shall have been approved in writing by all mortgagees. No amendment shall be effective until recorded in the Office of the Register of Deeds, Douglas County, Nebraska.

15. Reconstruction or Repair of Casualty Damage. In the event that 2/3 or more of the total number of Units are substantially damaged or destroyed, an election to reconstruct or repair such damage or destruction may be made within 120 days of the date of such damage or destruction by the vote of at least 75% in number and in common interest of all Unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws. If less than 2/3 of the total number of Units are damaged or destroyed, it shall be mandatory that such reconstruction and repair occur. All reconstruction and repairs must be made according to substantially the same plans, specifications, design and total area, pursuant to which each building and Unit was initially constructed.

16. Bylaws, Rules and Regulations. The Bylaws and Rules and Regulations govern the administration of the Regime and the Real Estate. No modification of or amendment to the Bylaws shall be valid unless adopted in accordance with the provisions thereof and such modification or amendment is duly recorded.

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

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

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

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

IN WITNESS WHEREOF, the Sponsor has caused this Master Deed and Declaration to be executed by its partners the day first above written.

MARINDA HEIGHTS JOINT VENTURE,
Sponsor

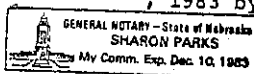
By *Robert P. Pettegrew*
Robert P. Pettegrew
General Partner

By LANKIN DEVELOPMENT PARTNERSHIP,

By *Kenneth I. Nielsen*
Laura N. Lasher

STATE OF NEBRASKA]
]]
COUNTY OF DOUGLAS]

This instrument was acknowledged before me on
, 1983 by Robert P. Pettegrew.

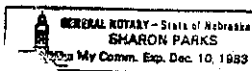


Sharon Parks
Notary Public

My Commission expires: *December 10, 1983*

STATE OF NEBRASKA]
]]
COUNTY OF DOUGLAS]

This instrument was acknowledged before me on
1983 by Laura N. Lasher and Kenneth I. Nielsen of Lankin
Development Partnership.



Sharon Parks
Notary Public

My Commission expires: *December 10, 1983*

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EXHIBIT A

Building Plans
(to be supplied)

EXHIBIT B

| <u>Unit No.</u> | <u>Basic Unit Value</u> | <u>Percentage Share in the Common Expense and the Common Elements</u> | <u>No. of Votes</u> |
|---------------------|---------------------------------|---|-------------------------|
| 1 | \$73,500 | 7.3% | 1 |
| 2 | 72,500 | 7.2% | 1 |
| 3 | 72,500 | 7.2% | 1 |
| 4 | 73,500 | 7.3% | 1 |
| 5 | 69,500 | 6.9% | 1 |
| 6 | 68,500 | 6.8% | 1 |
| 7 | 68,500 | 6.8% | 1 |
| 8 | 68,500 | 6.8% | 1 |
| 9 | 68,500 | 6.8% | 1 |
| 10 | 69,500 | 6.9% | 1 |
| 11 | 75,500 | 7.5% | 1 |
| 12 | 75,500 | 7.5% | 1 |
| 13 | 75,500 | 7.5% | 1 |
| 14 | 75,500 | 7.5% | 1 |
| TOTAL VOTES | | | 14 |

AMENDMENT TO THE BY-LAWS
OF THE
MARINDA HEIGHTS CONDOMINIUM REGIME
~~AND~~
~~MARINDA HEIGHTS CONDOMINIUM REGIME~~ *km*

Comes Now CO-owners of Marinda Heights representing 77.5 percent (%) of the unit owners of the Marinda Heights ~~condominium~~ and agrees to an Amendment to the ByLaws as follows: CONDOMINIUMS *km*

ARTICLE V, SECTION 2
INSURANCE

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PAGE 455-456

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

All policies of casualty insurance shall to the extent obtainable contain waivers of subrogation and waivers of any defense based on co-insurance of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least 10 days prior written notice to all of the insured, including all mortgagees of Units.

The Board of Directors shall also be required to obtain and maintain to the extent obtainable, public liability insurance in such limits as the Board of Directors may, from time to time, determine covering each member of the Board of Directors, the managing agent, the manager and each Unit owner. Such public liability coverage shall also cover gross liability claims of one

RETURN:
Progress West Corp
10180th St.
Omaha Ne 68117
ATTN: Becky

ed against another. The Board of Directors shall review such
its once a year. Until the first meeting of the Board of
Directors following the first annual meeting of the Unit owners,
such public liability insurance shall be an amount not less than
\$1,000,000.00 for claims for bodily injury and for property damage.

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

This Amendment is pursuant to Article XII, Section 1 of the ByLaws
of the Marinda Heights Condominium Regime.

Elaine Van Burdy
2203 S. 51st Street

Max Erritt
2207 S. 51st Street

Darlene Anderson
2211 S. 51st Street

Karen Taylor
2215 S. 51st Street

Martha Barrett
2219 S. 51st Street

Troy Bracker / Karen Taylor
2223 S. 51st Street

2227 S. 51st Street

Nancy A. Wilt
2205 S. 51st Street

Grove Lacy
2209 S. 51st Street

Tamara Renuille
2213 S. 51st Street

Kimberly Renuille
2217 S. 51st Street

Deb Leas - by Proxy
2221 S. 51st Street

2225 S. 51st Street

2229 S. 51st Street

State of Nebraska)
Country of Douglas) SS

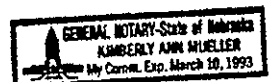
Before me, a notary public, duly qualified for said county and
state, personally came _____, known to me
to be the identical person who signed the foregoing instrument and
acknowledged the execution thereof to be his/her voluntary act and
deed.

Signed this 3 day of March, 1992.

Kimberly Ann Mueller
Notary Public

Elaine Van Burdy
Nancy A. Wilt
Max Erritt
Grove Lacy
Darlene Anderson
Troy Bracker

Karen Taylor
Tamara Renuille
Martha Barrett
Deb Leas - by Proxy



***** PROXY *****

I Troy D. Brack hereby proxy on my behalf my
(Owner's Name)
votes to Karen Taylor for the purpose of
(Person on/Board)
electing officers and any other business conducted at the Annual
Marinda Heights Meeting to be held on Tuesday, February 25, 1992.

Troy D. Brack _____ % of Ownership
Signature
2223 S. 51st St.
Unit Address

IMPORTANT: No person may bring more than one proxy for voting purposes. All additional proxies must be turned over to the Board of Directors for voting.

***** PROXY *****

I Deborah Leas (Owner's Name) hereby proxy on my behalf my votes to Karen Taylor (Person on Board) for the purpose of electing officers and any other business conducted at the Annual Marinda Heights Meeting to be held on Tuesday, February 25, 1992.

Signature Deborah Leas % of Ownership _____
Unit Address 2221 S. 51 Street

IMPORTANT: No person may bring more than one proxy for voting purposes. All additional proxies must be turned over to the Board of Directors for voting.

6390
H
man

BK/1000 N 88/44 C/O FEE 270
PG 709-72 DEL VK MC
OF Miss COMP St F/B 28-23890

RECEIVED
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REGISTRY OF DEEDS
DORCHESTER COUNTY, MA