

- (a) The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, who, with the exception of President, shall not be required to be a member of the Executive Board; who shall be elected annually by the Executive Board at each annual meeting for a term of office of one (1) year; and who may succeed themselves in office.
- (b) The Executive Board may, from time to time, appoint, discharge, engage or remove subordinate officers or assistants to the principal officers as is deemed appropriate, convenient, or necessary for the management of the affairs of the Association.
- (c) The officers shall have the powers and rights and be charged with the duties and obligations usually vested in or pertaining to such offices or, as from time to time directed by the Executive Board.
- (d) Upon termination of Declarant's control, pursuant to Article XI of the Amended Master Deed and Declaration, the President of the Association shall prepare, execute, certify and record amendments to the Declaration on behalf of the Association, when and where appropriate and as provided by law, these Amended By-Laws and the Amended Master Deed and Declaration.

Section 2. Vacancies.

The office of any principal officer shall be vacated and filled as follows:

- (a) Any principal officer may be removed from office at any time by a majority vote of the Executive Board, either for or without cause.
- (b) Any vacancy among the principal officers may be filled by appointment by the Executive Board for the unexpired term of office.

Section 3. Fees, Expenses and Wages.

The Executive Board and officers shall serve without remuneration for their services but shall be reimbursed for expenses incurred by them. The Executive Board may, from time to time, fix the wages and other compensation paid to any agent or an employee of the Association.

ARTICLE V. INDEMNIFICATION OF OFFICERS AND MEMBERS OF THE EXECUTIVE BOARD

Section 1. Indemnification.

Each Administrator and officer of the Association shall be indemnified by the Association against all costs and expenses, including attorney fees, reasonably incurred by or imposed upon him or her in connection with or resulting from any action, suit, or proceeding to which he or she may be made a party by reason of his or her being or having been a member of the Executive Board or a principal officer of the Association (whether or not he or she continues to be a member of the Executive Board or principal officer at the time of incurring such cost or expense), except in relation to matters as to which a recovery shall be had against him or her by reason of his or her having been finally adjudged in such action, suit or proceeding to have been derelict in the performance of his or her duty as a member of the Executive Board

or principal officer of the Association. The foregoing qualifications shall not, however, prevent a settlement by the Association prior to final adjudication when such settlement appears to be in the best interests of the Association. The right of indemnification herein provided shall not be exclusive of other rights to which any member of the Executive Board or principal officers may be entitled as a matter of law.

ARTIVLE VI. DUES, ASSESSMENTS,
AND OTHER FINANCIAL MATTERS.

Section 1. Fiscal year.

The fiscal year of the Association shall coincide with the calendar year unless otherwise directed by the Executive Board.

Section 2. Annual Budget.

When one-third of the members of the Executive Board are elected by unit owners other than the Declarant, pursuant to Article XI of the Amended Master Deed and Declaration, assessments shall be based on a budget adopted at least annually by the Association. Thereafter, before each fiscal year, the Executive Board shall adopt and fix, in reasonably itemized detail, an annual budget for the then anticipated expenses, expenditures and general operational costs of the Association for said upcoming fiscal year. Within thirty (30) days after adoption of any proposed budget for the condominium, the Executive Board shall provide a summary of the budget to all the unit owners, and shall set a date for a meeting of the unit owners to consider ratification of the budget no less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all votes in the Association reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the unit owners shall be continued until such time as the unit owners ratify a subsequent budget proposed by the Executive Board.

Section 3. Annual Assessments.

The first annual assessment made on all units included in the Amended Master Deed and Declaration shall be levied by the Executive Board on behalf of the Association against each unit and the owner thereof on January 1, 1985. The annual assessment shall be divided as evenly into twelve (12) monthly payments as possible with the first payment to include the remainder after division. These monthly payments shall become due and payable upon the 15th of January and the 15th of each month thereafter during the fiscal year. Annual assessments for each fiscal year thereafter shall be levied and shall become due payable in the manner as provided in Section 2 and Section 3 of this Article. Annual assessments to be levied against each unit and the owner thereof shall be computed according to such unit's pro-rata share of the total annual budget for the fiscal year based upon the percentage of such unit's basic square footage of living space as set forth in Exhibits to the Amended Master Deed and Declaration and pursuant to the provisions of Section VI of said Deed, except those expenses due to common expenses as listed in subsections (a) and (b) of the second paragraph of Section 5 of this Article should be treated accordingly.

Section 4. Increases and/or Decreases in Assessments.

Annual assessments may not be increased by more than ten percent (10%) above the level of the immediately preceding year except upon approval of owners holding more than fifty percent (50%) of the total basic square footage of living space of the Regime as set forth in Exhibits to the Amended Master Deed and Declaration and subject to the provisions of Section VI of said Deed.

Section 5. Special Assessments.

Special assessments may be assessed and levied against each unit, in addition to the annual assessments provided for above, during any assessment year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, improvement, repair or replacement of a capital improvement of the common elements, including fixtures and personal property, subject to the owner approval provisions of the Amended Master Deed and Declaration and these Amended By-Laws or for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, improvement, repair or replacement of a limited common element. Where no owner approval provision is applicable, the discretion of the Executive Board shall control.

Special assessments with respect to common elements shall be levied upon an allocation formula based upon the percentage of each unit's basic square footage of living space as set forth in Exhibits to the Amended Master Deed and Declaration, and subject to the provisions of Section VI of said Deed, except for the following:

- (a) Assessments to pay a judgment against the Association, pursuant to subsection (a) of section 76-875 of the Uniform Condominium Act, may be made only against the units in the condominium at the time the judgment was entered, in proportion to their common expense liabilities;
- (b) If any common expenses is caused by the misconduct of any unit owner, the Association may assess that expense exclusively against his or her unit.

If common expense liabilities are reallocated, common expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated common expense liabilities.

Special assessments shall be due and payable thirty (30) days after the assessment is levied against the applicable unit or units and notice thereof has been given to the respective owners, and special assessments not paid within thirty (30) days thereafter shall be treated according to the interest and lien provisions hereafter provided.

Section 6. Escrow of Assessments.

The Executive Board of the Association may require that all assessments set forth in this Article be paid into an escrow fund to be held and managed by a bank or savings and loan association. Unit owners may be required to execute transmatic or similar automatic withdrawal authorizations with respect to annual assessments. Failure of a unit owner thereafter to pay his annual assessments according to such a plan shall constitute default thereof entitling the Association to accelerate the due date of such annual assessments.

Section 7. Personal Assessment Liability.

Each unit owner or, if more than one, owners, jointly and severally, shall be personally liable for the payment of assessments under the preceding Sections. Upon the expiration of thirty (30) days from the due date of an assessment, if said assessment remains unpaid, the Association may bring suit against the owner or owners of said unit for recovery of the same. If the assessment is a monthly installment of an annual assessment, the default in payment of one installment within said thirty (30) days, may, at the option of the Association, cause the remainder of the installments for that annual period to become immediately due and payable. The defaulting unit shall be liable for the unpaid assessment or assessments, interest thereon from the due date to the date paid at the highest legal rate chargeable to individuals in Nebraska under the Uniform Condominium Act, and attorney fees and expenses incurred in the collection of the same. No proceeding to collect defaulted assessments pursuant to this Section shall constitute a waiver of the lien of the Association against said defaulting owner's unit nor a waiver of the right of the Association to foreclose thereon.

The grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor; provided, however, that upon payment of a reasonable fee and upon written request, any such prospective grantee shall be entitled to a statement from the Executive Board or the manager, which shall be conclusive upon the Association in favor of all persons relying thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of the date of receipt of request by the Association, then such grantee shall not be liable for, nor shall the condominium unit conveyed be subject to, a lien for any unpaid assessments accruing prior to the date of such request. However, the grantor shall remain personally liable therefor.

Section 8. Assessment Lien.

The Association has a lien on a unit for any assessment levied against that unit or fines imposed against its unit owner from the time the assessment or fine becomes due and a notice containing the dollar amount of such lien is recorded in the office where mortgages are recorded. The Association's lien may be foreclosed in like manner as a mortgage on real estate but the Association shall give reasonable notice of its action to all lienholders of the unit whose interest would be affected.

Assessments delinquent more than thirty (30) days after the due date shall bear interest at the highest legal rate for individuals in Nebraska under the Uniform Condominium Act from the due date until paid.

A lien under this section is prior to all other liens and encumbrances on a unit except (1) liens and encumbrances recorded before the recordation of the declaration, (2) a first mortgagee or deed of trust on the unit recorded before the date on which the assessment sought to be enforced became delinquent, and (3) liens for real estate taxes and other governmental assessments or charges against the unit. The lien under this section is not subject to the homestead exemption pursuant to section 40-101.

The delinquency of one installment of an annual assessment beyond the thirty (30)-day period shall cause all remaining installments, at the option of the Association, to become immediately due and payable. The Executive Board shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorney fees, in an action to recover the same brought against such unit owner, or by foreclosure of the lien on such unit.

In any action brought by the Executive Board to foreclose a lien on a unit because of unpaid assessments, the unit owner shall be required to pay a reasonable rental for the use of his unit from the date of institution of the proceeding and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Executive Board acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale, and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same.

Section 9. Statement of Unpaid Assessments.

The Association, upon written request, shall furnish to a unit owner a recordable statement setting forth the amount of unpaid assessments against his or her unit. The statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board, and every unit owner.

Section 10. Nonwaiver.

The omission or failure to timely fix any assessments or deliver or mail a statement for any period shall not be deemed a waiver, modification or a release of the owners from their obligation to pay the same.

ARTICLE VII. INSURANCE

Section 1. Coverage.

(a) The Executive Board shall obtain and maintain, to the extent reasonably obtainable, the following insurance:

(1) Property insurance on the property including the common elements and including the entire condominium improvements and any other property, whether or not a common element (including all of the appliances and fixtures therein initially installed by the Declarant but not including furniture, furnishings, fixtures or other personal property, improvements and betterments supplied by or installed by unit owners), together with all service equipment contained therein, insuring against all risks of direct physical loss commonly insured against, including fire insurance with extended coverage, vandalism and malicious mischief. The total amount of insurance after application of any deductible shall be not less than eighty percent (80%) of the actual cash value of the insured property at the time the insurance is purchased, and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies.

(2) Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but not less than any amount specified in the Declaration, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common elements.

(3) Public liability insurance in such limits as the Executive Board may from time to time determine, covering the Association, each member of the Board, the managing agent, agents and employees of the Association and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against the other and shall contain waivers of subrogation.

(4) Such additional coverage as the Executive Board may from time to time determine is appropriate. The cost of the above described policies as obtained and maintained by the Executive Board shall be a common expense.

(b) If the insurance described in subsections(a)(1) and (a)(2) of this section is not reasonably available, the Association promptly shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all unit owners.

(c) Insurance policies carried pursuant to subsection (a)(1) and (a)(2) of this Section 1 must provide that:

- 1) Each unit owner is an insured person under the policy with respect to liability arising out of his or her interest in the common elements or membership in the Association;
- 2) The insurer waives its right to subrogation under the policy against any insured, unit owner or member of his or her household and waives any defenses based on co-insurance or of invalidity arising from any acts of the insured, unit owner or member of his or her household;
- 3) No act or omission by any unit owner or member, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
- 4) If, at the time of a loss under the policy there is other insurance in the name of a unit owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

(d) Any loss covered by the property policy under subsection (a)(1) of this section must be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any mortgage or beneficiary under a deed of trust. The insurance trustee or the Association shall hold any insurance proceeds in trust for unit owners and lienholders as their interests may appear. Subject to the provisions of subsection (g) of this section, the proceeds must be disbursed first for the repair or restoration of the damaged property, and unit owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the condominium is terminated.

(e) An insurance policy issued to the Association does not prevent a unit owner from obtaining insurance for his or her own benefit. Insurance coverage on furnishings and other items of personal or other property belonging to an owner and public liability coverage within each unit shall be the sole and direct responsibility of the unit owner thereof, and the Executive Board and the Association shall have no responsibility therefor. No unit owner shall have the right to insure any of the common elements individually.

(f) An insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance to the Association and, upon written request, to any

unit owner, mortgagee, or beneficiary under a deed of trust. The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each unit owner and each mortgagee or beneficiary under a deed of trust to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

(g) Any portion of the condominium for which insurance is required under this section which is damaged or destroyed shall be repaired or replaced promptly by the Association, unless (1) the condominium is terminated; (2) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (3) eighty percent (80%) of the unit owners, including every owner of a unit or assigned limited common element which will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense. If the entire condominium is not repaired or replaced, (1) the insurance proceeds attributable to the damaged common elements must be used to restore the damaged area to a condition compatible with the remainder of the condominium; (2) the insurance proceeds attributable to units and limited common elements which are not rebuilt must be distributed to the owners of those units and the owners of the units to which those limited common elements were allocated, or to lienholders, as their interests may appear; and (3) the remainder of the proceeds must be distributed to all the unit owners or lienholders, as their interests may appear, in proportion to the common element interests of all the units. If the unit owners vote not to rebuild any unit, that unit's allocated interests are automatically reallocated upon the vote as if the unit had been condemned under §(a) of Section 76-831 of the Uniform Condominium Act, and the Association promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Notwithstanding the provisions of this subsection, section 76-855 of the Uniform Condominium Act governs the distribution of insurance proceeds if the condominium is terminated.

ARTICLE VIII. MAINTENANCE AND ALTERATIONS

Section 1. Maintenance.

The unit owner shall have the obligation to maintain and keep in good repair the interior surfaces of walls, ceilings and floors (including carpeting, tile, wallpaper, paint or other covering) as well as all fixtures and appliances, located within such owner's unit. An owner shall not be responsible to the Association for repair to common elements or limited common elements by casualty, unless such casualty is due to the act or negligence of the owner, his guests, invitees or tenant. All maintenance, including lawn maintenance and snow removal, repairs and replacements to the general and limited common elements, shall be made by the Association and be charged to all the unit owners as a common expense, unless such maintenance, repair or replacement is necessitated by the negligence, misuse or neglect of a unit owner, in which case, such expense shall be charged by the Association to such unit owner. All maintenance, repairs and replacements to the limited common elements shall be made by the Association, and the Executive Board, in its sole discretion, shall determine if the cost of such maintenance, repair, or replacement is to be charged to all the unit owners as if a common expense or if such cost is to be charged to the unit or units to which said limited common element is appurtenant as shown on Exhibits C-1, C-2 and C-3 to the Amended Master Deed and Declaration.

Section 2. Alterations by Unit Owner.

No unit owner shall make any structural addition, alteration or improvement in or to his or her unit, or the limited common elements pertaining thereto, including any exterior painting or exterior alteration or addition (including awnings, grills, etc.) without the prior written consent thereto of the Executive Board. The Executive Board shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such owner's unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Executive Board to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Executive Board only, without, however, incurring any liability on the part of the Executive Board or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 2 shall not apply to units owned by the Declarant until such units shall have been initially sold by the Declarant and paid for.

Section 3. Alterations or Enlargement of Common Elements by Association.

There shall be no improvement nor enlargement of the common elements nor additions thereto if such improvement, enlargement or addition shall cost more than One Thousand Dollars (\$1,000.00) during any single fiscal year, unless and until such proposal is approved in writing by owners holding at least seventy-five percent (75%) of the total basic square footage of living space of the condominium regime, using the percentages set forth in Exhibits to the Amended Master Deed and Declaration and subject to the provisions of Section VI of said Deed, and until a proper amendment of the Amended Master Deed and Declaration, if required, has been duly executed, acknowledged and recorded pursuant to law.

The cost of the alteration or enlargement and of amending the Amended Master Deed and Declaration shall be a common expense and shall be collected by special assessment against all unit owners.

ARTICLE IX. RESTRICTIONS AND RESERVATIONSSection 1. Use Restrictions.

In order to provide for congenial occupancy of the Condominium Regime and for the protection of the value of the units, the use of the property shall be restricted to and shall be in accordance with the following provisions:

- (a) The units shall be used for residences only by the owner or owners thereof, their families, guests, invitees, lessees, and licensees. This restriction shall not apply to units owned by the Declarant until such units shall have been initially sold by the Declarant and paid for.
- (b) The common elements and facilities, including the limited common elements and facilities, shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the units.

- (c) No nuisances shall be allowed on the regime nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the regime.
- (d) No improper, offensive or unlawful use shall be made of the Regime or any part thereof, and all valid laws, zoning laws and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Regime shall be corrected, by and at the sole expense of the unit owners or of the Executive Board, whichever shall have the obligation to maintain or repair such portion of the Condominium Regime.

Section 2. Rules of Conduct.

Rules and regulations concerning the use of the units and the common elements and facilities, including the limited common elements and facilities, may be promulgated and amended by the Executive Board with the written approval of a majority of the unit owners. Copies of such rules and regulations shall be furnished by the Executive Board to each unit owner prior to the time when the same shall become effective. The original rules and regulations, effective until amended by the Executive Board with the approval of a majority of the unit owners, are annexed hereto and made a part hereof.

Section 3. Right of Access.

A unit owner shall grant a right of access to his unit to the Executive Board or to the manager and/or managing agent or any other person designated by the Executive Board, for the purpose of making inspections or for the purpose of correcting any condition originating in his unit and threatening another unit or a common element or facility, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other facilities in his unit or elsewhere in the Buildings, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner. In case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

Section 4. Abatement and Enjoining of Violations.

The violation of any rule or regulation adopted by the Executive Board or the breach of any of these Amended By-Laws contained herein, or the breach of any provisions of the Amended Master Deed and Declaration, shall give the Executive Board the right, in addition to any other rights set forth in these Amended By-Laws:

- (a) To enter into the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty, in any manner, of trespass.
- (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

- (c) To deny partially or wholly access to, benefit from, or use of all or any facilities, functions, or services, or suspend, partly or wholly, all or any rights or privileges of membership, or to take any other disciplinary action directed by the Executive Board.

ARTICLE X. MORTGAGES

Section 1. Notice to Executive Board.

A unit owner who mortgages his unit shall notify the Executive Board of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Executive Board. The Executive Board shall maintain such information in a book entitled "Mortgagees of Units".

Section 2. Notice of Default.

The Executive Board, when giving notice to a unit owner of a default in paying assessments or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has therefore been furnished to the Executive Board.

Section 3. Examination of Books.

Each unit owner, each mortgagee of a unit and each prospective purchaser designated in writing by an owner shall be permitted to examine the books of account of the Association at reasonable times, upon a business day and during normal business hours as determined by the Executive Board, but in no event more often than once every three (3) months. Special requests for such examinations upon days other than those designated shall be granted or denied at the sole discretion of the Executive Board.

ARTICLE XI. DESTRUCTION, DAMAGE, REPAIR, OBSOLESCENCE, TERMINATION OF CONDOMINIUM, CONDEMNATION AND ASSOCIATION AS ATTORNEY-IN-FACT

Section 1. Association Attorney-In-Fact.

These Amended By-Laws, as a part of the Amended Master Deed and Declaration, hereby make mandatory and irrevocable the appointment of the Association as attorney-in-fact to deal with the property and any insurance proceeds upon the damage of the property, its destruction, obsolescence, repair, reconstruction, improvement and maintenance, all according to the provisions of this Article XI, provided nothing herein is contrary to the provisions of the Uniform Condominium Act. Title to any condominium unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by a grantee of a deed, mortgage or other instrument of conveyance from the Declarant or from any owner or grantor shall constitute and appoint the Association his true and lawful attorney in his name, place, and stead for the purpose of dealing with the property upon its damage or destruction or obsolescence as is hereinafter provided and pursuant to all requirements of the Uniform Condominium Act. As attorney-in-fact, the Association, by its President and Secretary or Assistant Secretary or its other duly authorized officers or agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a unit owner which are necessary and appropriate to exercise the powers granted in this Article and the Uniform Condominium Act notwithstanding any provisions to the contrary in said Act. Repair and reconstruction of the

improvements shall mean restoring the improvements to substantially the same condition in which they existed prior to the damage, with each unit and the general and limited common elements having substantially the same vertical and horizontal boundaries as before.

Section 2. Damage or Destruction-Repair and Reconstruction.

In the event of damage or destruction due to fire or other disaster, the provisions of this Article, Article VII and any applicable requirements of the Uniform Condominium Act shall apply. In the event that insurance proceeds are insufficient to repair and reconstruct the improvements, the Association shall levy a special assessment upon all units of the Regime to provide an amount sufficient to conduct said repair and reconstruction along with insurance proceeds. Such assessment shall be levied and collected according to Section 5 of Article VI, and the Association shall also have the rights noted in Section 8 of Article VI. The owner approval provisions of Section 5 of Article VI or other similar provisions contained herein shall not apply, notwithstanding any provision to the contrary of the Uniform Condominium Act.

Section 3. Termination of Condominium.

Except in the case of a taking of all units by eminent domain as provided in section 7 of this Article, a condominium may be terminated only by agreement of unit owners of units to which at least eighty percent (80%) of the votes in the Association are allocated.

An agreement to terminate must be evidenced by the execution of a termination agreement, or ratifications thereof, in the same manner as a deed, by the requisite number of unit owners. The termination agreement must specify a date after which the agreement will be void unless it is recorded before that date. A termination agreement and all ratifications thereof must be recorded, and is effective only upon recordation.

The termination agreement may provide that all the common elements and units of the condominium shall be sold following termination. If, pursuant to the agreement, any real estate in the condominium is to be sold following termination, the termination agreement must set forth the minimum terms of the sale.

The Association, on behalf of the unit owners, may contract for the sale of real estate in the condominium, but the contract is not binding on the unit owners until approved pursuant to paragraphs 1 and 2 of this section above. If any real estate in the condominium is to be sold following termination, title to that real estate, upon termination, vests in the Association as trustee for the holders of all interests in the units. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds thereof distributed, the Association continues in existence with all powers it had before termination. Proceeds of the sale must be distributed to unit owners and lienholders as their interests may appear, in proportion to the respective interests of unit owners as provided below. Unless otherwise specified in the termination agreement, as long as the association holds title to the real estate, each unit owner and his or her successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted his or her unit. During the period of that occupancy, each unit owner and his or her successors in interest remain liable for all assessments and other obligations imposed on unit owners by the Amended By-Laws, the Amended Master Deed and Declaration and the Uniform Condominium Act.

If the real estate constituting the condominium is not to be sold following termination, title to the common elements and, in a condominium containing only units having horizontal boundaries described in the Declaration, title to all the real estate in the condominium, vests in the unit owners upon termination as tenants in common in proportion to their respective interests as provided below and liens on the units shift accordingly. While the tenancy in common exists, each unit owner and his or her successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted his or her unit.

Following termination of the condominium, the proceeds of any sale of real estate, together with the assets of the Association, are held by the Association as trustee for unit owners and holders of liens on the units as their interests may appear. Following termination, creditors of the Association holding liens on the units, which were recorded before termination, may enforce those liens in the same manner as any lienholder. All other creditors of the Association are to be treated as if they had perfected liens on the units immediately before termination.

The respective interests of unit owners referred to in paragraphs above of this section are as follows:

(a) Except as provided in paragraph (b) of this subsection, the respective interests of unit owners are the fair market values of their units, limited common elements, and common element interests immediately before the termination, as determined by one or more independent appraisers selected by the Association. The decision of the independent appraisers shall be distributed to the unit owners and becomes final unless disapproved within thirty days after distribution by unit owners of units to which twenty-five percent (25%) of the votes in the Association are allocated. The proportion of any unit owner's interest to that of all unit owners is determined by dividing the fair market value of that unit owner's unit and common element interest by the total fair market values of all the units and common elements.

(b) If any unit or any limited common element is destroyed to the extent that an appraisal of the fair market value thereof before destruction cannot be made, the interests of all unit owners are their respective common element interests immediately before the termination.

Except as provided in the following paragraph of this section, foreclosure or enforcement of a lien or encumbrance against the entire condominium does not of itself terminate the condominium, and foreclosure or enforcement of a lien or encumbrance against a portion of the condominium, other than withdrawable real estate, does not withdraw that portion from the condominium. Foreclosure or enforcement of a lien or encumbrance against withdrawable real estate does not of itself withdraw that real estate from the condominium, but the person taking title thereto has the right to require from the Association, upon request, an amendment excluding the real estate from the condominium.

If a lien or encumbrance against a portion of the real estate comprising the condominium has priority over the Amended Master Deed and Declaration, and the lien or encumbrance has not been partially released, and the parties foreclosing the lien or encumbrance have not assented to or are not joining the Amended Master Deed and Declaration establishing such condominium, such parties may upon foreclosure, record an instrument excluding the real estate subject to that lien or encumbrance from the condominium.

In addition to the owner approval requirement, in the event of the adoption of a plan of sale, the mortgagees and other lienholders of record upon each unit in the Regime must likewise approve, in writing, the plan of sale within the time period provided. No such mortgagee or lienholder approval shall be required for the effectiveness of a plan of repair and reconstruction.

Section 4. Obsolescence of Buildings.

Upon request of the Executive Board or upon receipt of a written request signed by owners holding a majority of the total basic value of the Condominium Regime, the Secretary shall, pursuant to the provisions of Article II, issue notice of a special members' meeting to consider the question of obsolescence of the condominium buildings. At such meeting, owners holding eighty percent (80%) or more of the total basic square footage of living space of the Condominium Regime, pursuant to Article VI of the Amended Deed and Declaration, voting in person or by proxy, may agree that the condominium buildings are obsolete. In the event that the owners agree that the buildings are obsolete, the Secretary shall forthwith issue notice of a special meeting of the members to be held sixty (60) days from the date of the members' meeting at which the owners agreed upon the obsolescence of the buildings. During this sixty (60)-day period, the Executive Board shall make such studies, with the aid of such experts as deemed advisable by the Executive Board, as are necessary to present estimates as to the costs of remodeling or reconstructing the buildings, the amount of reserves therefor accrued by the Association to date and the amount, if any, of special assessments necessary to cover any deficiency between available reserves and remodeling or reconstruction expense, the projected sale price of the property as is, and the projected distribution of all funds, including reserves and other funds of the Association, should the owners choose sale rather than remodeling or reconstruction. At the subsequent special meeting of the members, the Executive Board shall present these estimates to the owners and the owners may adopt either a plan of remodeling or reconstruction, pursuant to Section 5, or a plan of sale pursuant to Section 6 of Article XI. At the meeting, if a quorum is present, either plan must be adopted by agreement of unit owners of units to which at least eighty percent (80%) of the votes in the Association are allocated prior to such plan becoming effective. If any such plan is not approved by the requisite number of votes, the plan will fail and no plan under this Section shall be adopted by the unit owners for a period of one calendar year from the date of adoption of the plan failing to obtain the required approval. In addition to the owner approval requirement of a plan of sale, the mortgagees and other lienholders of record upon each unit in the Regime must likewise approve, in writing, the plan of sale within the time period provided. No such mortgagee or lienholder approval shall be required for the effectiveness of a plan of remodeling or reconstruction.

Section 5. Plan of Remodeling or Reconstruction-Obsolescence.

In the event that a plan of remodeling or reconstruction is adopted by the owners and subsequently approved by the required number of owners, as above set forth, the Executive Board shall forthwith proceed to remodel or reconstruct the improvements, with rights as to special assessments as follows: The special assessment shall be a debt of each unit owner and a lien on his condominium unit and may be enforced and collected as is provided in Section 8 of Article VI.

Section 6. Plan of Sale-Obsolescence.

In the event that a plan of sale is adopted and approved by the required number of owners and approved by the mortgagees and lienholders of record, as above set forth, then the Executive Board shall forthwith proceed pursuant to the provisions of Section 3 of this Article - Termination of Condominium.

Section 7. Condemnation.

In the event of a taking by condemnation or eminent domain of all or part of the common area, the award made shall be paid to the Association. If owners holding eighty percent (80%) or more of the basic square footage of living space of the Condominium Regime, pursuant to Article VI of the Amended Master Deed and Declaration, do not within sixty (60) days from the date of the award approve the use of the proceeds from the award for use in repairing, expanding or restoring the common area, the Executive Board shall forthwith disburse the net proceeds of the award for the same purpose and in the same order as is provided in Section 8 of this Article. The provisions of Section 76-831 of the Uniform Condominium Act regarding condemnation or eminent domain shall govern under this Section.

Section 8. Application of Proceeds.

Proceeds received as set forth in the preceding Section and as applicable to each unit, and notwithstanding any provision to the contrary and required in the Uniform Condominium Act, shall be used and disbursed by the Association as attorney-in-fact in the following order:

- (a) For payment of taxes and special assessments liens in favor of any assessing governmental entity and the customary expense of sale;
- (b) For payment of the balance of the lien of any mortgage or other encumbrance having priority over the lien of items set forth in (c), below, in the order of and to the extent of their priority;
- (c) For payment of unpaid assessments and all costs, expenses and fees incurred by the Association;
- (d) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and
- (e) The balance remaining, if any, shall be applied to the the funds of the Association in the case of condemnation or eminent domain regarding common elements.

Section 9. Power of Sale.

In the event of sale of the entire Regime pursuant to this Article, or upon adoption of such a plan upon termination of the Condominium Regime pursuant to Section 3 of this Article, or otherwise, the Association shall have all the powers set forth herein in dealing with a purchaser or purchasers as attorney-in-fact, anything to the contrary in the provisions of Sections 76-825 through 76-894 notwithstanding.

Section 10. No Abatement of Assessments.

Assessments for common expenses shall not be abated during the period of insurance adjustment and repair and reconstruction; remodeling or reconstruction; nor prior to sale of any unit for delinquent unpaid assessments unless a resolution to such effect shall be adopted by the Executive Board.

Section 11. Approvals.

As used in this Article, the percentage voting requirements of unit owners shall be based upon the percentages and allocated interests as set forth in Exhibits to the Amended Master Deed and Declaration and subject to the provisions of Section VI of said Deed. Unless otherwise explicitly stated, those percentages shall refer to total percentages and not merely to percentages of owners in attendance, in person or by proxy, at meetings where votes are conducted.

ARTICLE XII. MERGER OR AMENDMENTSection 1. Merger or Consolidation.

Except as otherwise provided, owners holding eighty percent (80%) or more of the basic square footage of living space of the Condominium Regime, using the percentages set forth in Exhibits to the Amended Master Deed and Declaration and subject to the provisions of Section VI of said Deed, shall have the right to consolidate this Condominium Regime, or to merge this Condominium Regime with another condominium regime duly organized and existing under the laws of this state, all subject to the conditions of Section 76-858 of the Uniform Condominium Act.

Section 2. Amendment by Owners.

There shall be no amendment to these By-Laws unless owners holding seventy-five percent (75%) or more of the basic square footage of living space of the Condominium Regime, using percentages set forth in Exhibits to the Amended Master Deed and Declaration and subject to the provisions of Section VI of said Deed, shall have voted therefor in the affirmative at a special or annual meeting; provided, however, that percentage voting requirements contained in these Amended By-Laws shall not be amended by a lesser percentage vote than that sought to be amended; and provided further that any amendment shall have the approval of more than fifty percent (50%), in number, of the first mortgagees of record upon the date of adoption of said amendment.

Section 3. Amendment by Declarant.

Anything contained in these Amended By-Laws or in the Amended Master Deed and Declaration or the Uniform Condominium Act, to the contrary notwithstanding, Declarant, so long as it has not terminated control of the Association, shall have the right to amend these Amended By-Laws for the clarification hereof or for the benefit of all unit owners without the requirement of unit owners approval, subject to the restrictions imposed to amendments to the Amended Master Deed and Declaration, pursuant to Section 76-854 §(a) and (d) of the Uniform Condominium Act; provided that it obtains the prior written consent of more than fifty percent (50%) in number, of all first mortgagees of record; provided, further, that if such modification is for the addition of units or lands to the condominium regime pursuant to the powers reserved to the Declarant in the Amended Master Deed and Declaration, the prior written consent of more than fifty percent (50%) in number, of all first mortgagees of record shall not be required.

ARTICLE XIII. RECORDSSection 1. Records and Audit.

The Executive Board or the managing agent shall keep detailed records of the actions of the Executive Board and the managing agent, minutes of the meetings of the Executive Board, minutes of the meetings of unit owners, and financial records and books of account of the Association and the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association and Condominium shall be rendered by the Executive Board to all unit owners at least annually. In addition, an annual report of the receipts and ex-

penditures of the Association and Condominium, certified by an independent certified public accountant, shall be rendered by the Executive Board to all unit owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year. The Association's financial records shall be sufficiently detailed to enable the Association to comply with Section 76-884 of the Uniform Condominium Act. All financial and other records of the Association shall be made reasonably available for examination by any unit owner and his or her authorized agents.

ARTICLE XIV. MISCELLANEOUS

Section 1. Notices.

All notices to the Association required herein shall be sent by registered or certified mail to the Executive Board c/o the managing agent, or if there is no managing agent, to the office of the Executive Board or to such other address as the Executive Board may hereafter designate from time to time, by notice in writing to all unit owners and to all mortgagees of units.

All notices to any unit owner shall be sent by regular United States mail to his or her unit address or to such other address as may have been designated by him or her from time to time, to the Executive Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 2. Services Provided.

The Association shall be responsible for and shall pay for: exterior maintenance of all buildings and maintenance of all common elements; lawn, tree and shrub care and replacement; snow removal; trash removal; casualty, liability and other insurance coverage required or permitted hereunder; and pool maintenance. The expense of these services shall be a common expense.

Section 3. Invalidity.

The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Amended By-Laws.

Section 4. 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 these Amended By-Laws, or the intent of any provision thereof.

Section 5. Gender.

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

Section 6. Nonwaiver.

No restrictions, condition, obligation or provision contained in these Amended By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches thereof which may occur.

X

AMENDMENT TO
AMENDED MASTER DEED AND DECLARATION
OF SHADOW RUN CONDOMINIUM PROPERTY REGIME

THIS AMENDMENT TO THE AMENDED MASTER DEED AND DECLARATION OF SHADOW RUN CONDOMINIUM PROPERTY REGIME made this 11 day of July, 1985, by MEDALLION HOMES, INC., a Nebraska corporation (herein called "Declarant"), for itself, its successors, grantees and assigns.

W I T N E S S E T H:

1. Purpose. The purpose of this Amendment to Amended Master Deed and Declaration of Shadow Run Condominium Property Regime is to add the land of Phase III as provided in Section X, Special Declarant Rights, of the Amended Master Deed and Declaration of Shadow Run Condominium Property Regime, subsection (d), and to add the following units, namely:

703 No. 129th Plaza	3-C4-1
705 No. 129th Plaza	3-B1-4
707 No. 129th Plaza	3-B-4
709 No. 129th Plaza	3-E-1
12830 Burt Court	3-F-1
12832 Burt Court	3-F-2
12834 Burt Court	3-F-3
12836 Burt Court	3-F-4
12838 Burt Court	3-F-5
12840 Burt Court	3-F-6
12842 Burt Court	3-F-7

and the common elements and limited common elements thereby created to the condominium form of ownership and use in the manner provided in Sec. 76-825 through 76-894, R.R.S. Neb. (herein called "Uniform Condominium Act"), and to amend Sections II, III(d), IV and VI of that certain Amended Master Deed and Declaration recorded in Book 1743, Page 625 in the Office of the Register of Deeds of Douglas County, Nebraska on November 15, 1984, to include therein, pursuant to Section X(d) thereof the property above described.

2. Amendments. The following paragraphs of said Amended Master Deed and Declaration are amended to read as follows:

II. DESCRIPTION OF PROPERTY

The lands owned by the Declarant which are hereby submitted to the condominium regime are described as follows:

Phase I - See Exhibit "A-1" attached hereto and by this reference incorporated herein.

Phase II - See Exhibit "A-2" attached hereto and by this reference incorporated herein.

Phase III - See Exhibit "A-3" attached hereto and by this reference incorporated herein.

III. DEFINITIONS

(d) "Limited Common Elements" shall include: all patios, decks or garage drives delineated as appurtenant to each unit, as shown on Exhibits C-1, C-2 and C-3, attached hereto and by this reference incorporated herein.

IV. BOUNDARIES AND UNITS

The Shadow Run Condominium Property Regime, the site plan of which is attached as Exhibit C-4 and by this reference incorporated herein, shall consist of three phases with a total of 11 buildings. The buildings will contain a total of 29 units which may only be used for residential purposes. The condominium includes, or will include, automobile garages, off-street parking area, lawns, gardens and landscaping. The total ground floor area of all buildings (including garages) aggregates 42,747 square feet and the total land area aggregates 172,176 square feet. Said buildings and improvements together with their location on the land, dimensions, boundaries of each unit, identifying number and limited common area, any easements, etc., are more particularly described under the appropriate phase as described below and by the respective building plans which are attached hereto as Exhibits C-1, C-2 and C-3, and incorporated herein by this reference.

Phase I - This portion of the condominium will consist of a total of five (5) buildings, consisting of 11 units as described on Exhibit C-1 attached hereto (D-1-B, D-2-D, D-2-E, D-1-C, D-2-A, D-2-B, D-2-C, D-1-A, C-A, B-2-A and B-1-A units), and situated as follows: Four duplex buildings, each consisting of two D units; and One tri-plex building consisting of two B type units and one C type unit. The total ground floor area of Phase I buildings aggregates 17,569 square feet and the total land area aggregates 54,520 square feet. Said buildings and improvements are further described in Exhibit C-1.

Phase II - This portion of the condominium will consist of a total of two (2) buildings, consisting of 7 units as described on Exhibit C-2 attached hereto (2-C-2, 2-B1-3, 2-B-3, 2-A-2, 2-B1-2, 2-B-2 and 2-A-1 units), and situated as follows: One four-plex building consisting of one C type unit, two B type units and one A type unit and one tri-plex building consisting of two B type units and one A type unit. The total ground floor area of Phase II buildings aggregates 8,161 square feet and the total land area aggregates 43,364 square feet. Said buildings and improvements are further described in Exhibit C-2.

Phase III - This portion of the condominium will consist of a total of four (4) buildings, consisting of 11 units as described on Exhibit C-3 attached hereto (3-C4-1, 3-B1-4, 3-B-4, 3-E-1, 3-F-1, 3-F-2, 3-F-3, 3-F-4, 3-F-5, 3-F-6, 3-F-7 units), and situated as follows: One four-plex building consisting of two B type units, one E type unit and one C type unit; two duplex buildings consisting of two F type units each and one tri-plex building consisting of three F type units. The total ground floor area of Phase III buildings aggregates 17,017 square feet and the total land area aggregates 74,292 square feet. Said buildings and improvements are further described in Exhibit C-3.

VI. ALLOCATED INTERESTS

The total basic value of the entire condominium regime is Two Million, Seven Hundred Sixty-Four Thousand Two Hundred Twenty and no/100 Dollars (\$2,764,220.00), and the total basic square footage of living space in the condominium regime (excluding garages) is 45,714 square feet. The basic square footage of each unit, excluding garage, together with its street address, the type of unit, the percentage which each unit shall share in the expenses and the rights in the common elements and the number of votes incident to ownership of such unit, are all set forth in Exhibits D-1, D-2 and D-3, attached hereto and by this reference incorporated herein.

All other terms and conditions contained in the Amended Master Deed and Declaration of Shadow Run Condominium Property Regime above described shall remain in full force and effect and all Special Declarant Rights, pursuant to Section X of that Amended Master Deed and Declaration of the Shadow Run Condominium Property Regime, are reserved.

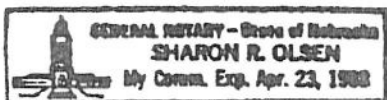
DECLARANT:

By William F. Harris
William F. Harris, President

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 11 day of July, 1985, by William F. Harris, President of Medallion Homes, Inc.

Sharon R. Olsen
Notary Public



Referring to the Southwest corner of Lot 232 Candlewood Addition, thence S89°46'50"E a distance of 109.03' along the South line of said Lot 232; thence N0°13'10"E a distance of 71.49' to South edge of access road; thence N29°27'29"E a distance of 22.3' to North edge of access road and point of beginning:

- Thence N29°27'29"E a distance of 99.14';
- Thence N60°32'31"W a distance of 35.92';
- Thence N00°13'16"E a distance of 90.0';
- Thence N11°48'38"W a distance of 52.86' to South edge of access road;
- Thence Northeast in a curve to the left of radius 111.34' a distance of 64.36'
- Thence continuing Northeasterly in a curve to the left of radius 111.34' a further distance of 27.81' to point of tangency;
- Thence N27°57'22"E a distance of 41.74' to point of curve;
- Thence in a curve to the right a radius 47.57' a distance of 23.47';
- Thence N56°13'16"E a distance of 2.50' to the point of intersection of the South edge of access road with the West line of Burt Street;
- Thence S33°46'44"E along said South line and Westerly line of Burt a distance of 141.82';
- Thence continuing S33°46'44"E along the Southwesterly line of said Burt Street a further distance of 14.66' to point of curve;
- Thence Southeasterly in a curve to the left of radius 438.75' a distance of 68.63' to intersection of Southwesterly line of Burt with Northerly line of access road;
- Thence S41°05'50"W along said North line of access road a distance of 70.93';
- Thence continuing S41°05'50"W a distance of 16.07' to point of curve;
- Thence in a curve to the left and Southwesterly with a radius of 68.52' a distance of 38.91 to point of tangency;
- Thence S08°33'19.1"W a distance of 34.44';
- Thence continuing S08°33'19.1"W a further distance along North edge of road of 29.77';
- Thence Southwesterly in a curve to the right of 48.05' radius for 81.39';
- Thence N74°23'28"W along North edge of access road a distance of 104.82' to the point of beginning containing 1.2516 acres more or less.

Legal Description - Phase II

That part of Lot 232, Candlewood, an addition as surveyed, platted and recorded, Douglas County, Nebraska, more particularly described as follows: Beginning at a point on the West line of said Lot 232 that is 212.0 feet North from the Southwest corner of said Lot 232; thence North $00^{\circ}13'17''$ East (an assumed bearing) for 447.99 feet to the Northwest corner of said Lot 232; thence Easterly along the Northerly line of said Lot 232 and along a 100.0-foot radius curve to the left (having a chord bearing South $69^{\circ}32'21''$ East for 127.92 feet) for an arc distance of 138.79 feet; thence South $33^{\circ}46'48''$ East for 178.34 feet along the Easterly line of said Lot 232; thence in a Westerly and Southerly direction along a tract of land described in Book 1672, Page 647, as recorded in the office of the Douglas County Register of Deeds for the following eleven consecutive courses: South $56^{\circ}13'11''$ West for 2.50 feet; thence Southwesterly along a 71.57-foot radius curve to the left (having a chord bearing South $42^{\circ}05'14''$ West for 34.95 feet) for 35.31 feet; thence South $27^{\circ}57'22''$ West for 41.74 feet; thence Southwesterly along an 87.34-foot radius curve to the right (having a chord bearing South $59^{\circ}05'13''$ West for 90.31 feet) for an arc distance of 94.91 feet; thence North $89^{\circ}46'44''$ West for 27.50 feet; thence North $44^{\circ}46'42''$ West for 18.38 feet; thence North $00^{\circ}13'16''$ East for 19.0 feet; thence North $89^{\circ}46'44''$ West for 44.0 feet; thence South $00^{\circ}13'16''$ West for 92.0 feet; thence North $89^{\circ}46'46''$ West for 6.0 feet; thence South $00^{\circ}13'16''$ West for 85.0 feet; thence leaving said legal description North $89^{\circ}46'42''$ West for 7.01 feet to the Point of Beginning.

THE SCHEMMER ASSOCIATES INC.
ARCHITECTS-ENGINEERS-PLANNERS
10830 OLD MILL ROAD
OMAHA, NEBRASKA 68154

Job No. 481B

EXHIBIT "A-2"