

MASTER DEED CREATING THE
WINDSOR PLACE CONDOMINIUM
PROPERTY REGIME

THIS MASTER DEED AND DECLARATION made this 31st day of October, 1986, by MOBEKO INDUSTRIES, INC., a Nebraska corporation, herein called "Developer," for itself, its successors, grantees, and assigns:

I. PURPOSE AND NAME

The purpose of this Master Deed is to submit the lands herein described and the improvements thereon to the condominium form of ownership and use in the manner provided by Sections 76-801 through 76-824, R.R.S. Nebraska (herein called "Condominium Act"), and the name by which this condominium is to be identified is the Windsor Place Condominium Property Regime.

II. INVOLVED PROPERTY

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

Lots 24, 25, 26, 27, and 28, Block 9, CREIGHTON'S 1ST ADDITION to the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska, and the North 239 feet of Sub Lot 1 in Tax Lot 28 in Section 28, Township 15 North, Range 13 East, Douglas County, Nebraska, together with the North 239 feet of the vacated alley adjoining the above described tracts.

III. DEFINITIONS

The definitions set forth in Section 76-802, R.R.S. Nebraska shall govern this Master Deed and the attached By-Laws.

a. "Apartment" shall mean and include all airspace in basements, rooms, attics, and garages, whether attached or unattached; air conditioning compressors or units; screening, window glass, exterior and interior doors, and garage windows, screening and doors; but shall not include structural walls, common walls, interior walls, roofs, floors and ceilings, except for the backside of the interior dry wall thereof, which shall be included in the definition "Apartment." The word "apartment" shall mean and include the area measured horizontally to the back side of the interior dry wall on all exterior walls or common walls, and vertically from the top of the floor which constitutes the floor level upon which the unit is located to the back side of the dry wall of the ceiling of such unit. The terminology used herein shall include the language incorporated in Paragraph V.

b. "Condominium" shall mean the entire condominium project including all buildings, land, and other improvements upon the land as set forth in this Master Deed as a part of the condominium regime.

c. "General Common Elements" shall include the land on which the buildings stand, including all the surrounding lands embraced within the legal description specified in Paragraph II above, the exterior surfaces of all

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buildings except for screening, window glass, exterior doors, and garage doors; exterior water taps which may be used by the owners Association for watering and maintenance of common areas; the foundation, common walls, main walls, roofs, yards and gardens, drives, walks, parking areas, utility building, and all parts of the property and improvements which are not located within the apartments or denoted as "limited common elements" as shown on the attached plans.

d. "Limited Common Elements" shall include garden patios contiguous to apartments 1W and 4W, garages, garage drives delineated as appurtenant to each as shown on Exhibit A attached hereto and by reference incorporated herein.

e. "Owner" shall mean co-owner as defined in the Condominium Act.

f. "Unit" shall mean an apartment, as defined in Paragraph IIIa above, and that undivided interest in the general and limited common elements, as defined herein and in the Condominium Act, which is appurtenant thereto.

IV. DESCRIPTION OF REGIME

The condominium will consist of three buildings as described on Exhibit A attached hereto and situated as follows: One building containing twenty-four (24) apartments, which may only be used for residential purposes; and two buildings containing twenty-four (24) garages, which may only be used for parking of vehicles. The condominium will also include a parking area, grounds, and landscaping. The total ground floor area of the residential building is 12,172 square feet, and the total ground floor area of the parking garages is 6,407 square feet, and the total land area aggregates 69,284 square feet. Said buildings and improvements together with their location on the land and the area and location of each apartment are more particularly described in the building plans which are attached hereto as Exhibit B.

V. GENERAL COMMON ELEMENTS

"General Common Elements" shall include: the land on which the building stands, including all the surrounding lands embraced within the legal description specified in Paragraph II above; all exterior surfaces of the building except for screening, window glass, and exterior doors; exterior water taps which may be used by the Owners' Association for watering and maintenance of common areas; the foundation, common walls, structural walls, roofs, yards and gardens, drives, walks, parking areas; hallways, stairs and stairways, entrances to and exits from the building; and all heat ventilation and air conditioning service lines and duct work located within the common elements to the point where they first enter the air space or fixtures constituting a part of the apartment; all utility service lines including meters located within the common elements to the point where they first enter the air space of fixtures constituting a part of the apartment; all central and appurtenant installations for services, such as power, light, telephone, hot and cold water, heat, refrigeration, air conditioning (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in common areas or in units), television antenna systems, and all other mechanical equipment spaces; all sanitary drainage and vent pipes

and all storm drainage; all other parts of the condominium regime and all apparatus and installations existing in the building or on the property for common use or necessary or convenient to the existence, maintenance, or safety of the condominium regime; and all parts of the property and improvements which are not located within the apartments or denoted as "limited common elements" as shown on attached plans. Air conditioning and heating units are not common elements, but are a part of each apartment and shall be maintained and repaired or replaced as needed by each owner.

VI. LIMITED COMMON ELEMENTS

The limited common elements consist generally of those areas to which only certain apartments are to have access or exclusive use, specifically:

a. Patios contiguous to apartments 1W and 4W shall be deemed limited common elements for the exclusive use of owner and occupants of owner, who has sole access to such patio.

b. The garage buildings have been divided into twenty-four (24) separate enclosed parking spaces. Each parking space in the garage building shall be assigned to the apartment owner who has made payment for said parking space, which parking space shall constitute a limited common element for the exclusive use of the owner or the occupant of owner of the apartment to which such parking space has been assigned as shown on building plans which are attached hereto as Exhibit A.

VII. EXTERIOR REPAIR

Each owner shall be responsible for the repair, maintenance, and replacement of all exterior doors, windows, and screens appurtenant to said owner's apartment; it being understood that the only Association maintenance of exterior doors shall be the painting or finishing of the exterior surfaces thereof. If any owner fails to repair, maintain, or replace the exterior portions of his apartment as set forth in this Master Deed and the By-Laws described below, the Association may perform such work, invoice the owner therefor, and secure and enforce a claim and lien therefor against the owner and his unit in like manner as a delinquent assessment for common element or limited common element expense.

VIII. VALUES

The total value of the entire condominium regime is one million five hundred seventy five thousand eight hundred dollars (\$1,575,800.00) and the basic value of each unit together with its street address, a general description thereof, its square footage, its limited common elements, its percentage share of the expenses and ownership of the common elements, and the number of votes incident to ownership of such unit, are all set forth in Exhibit C, attached hereto and by this reference made a part hereof.

IX. COVENANTS, CONDITIONS, AND RESTRICTIONS

The following covenants, conditions, and restrictions relating to this condominium regime shall run with the land and bind all owners, tenants of

**AMENDMENT TO MASTER DEED CREATING THE
WINDSOR PLACE CONDOMINIUM PROPERTY REGIME**

This declaration amending the Master Deed Creating the Windsor Place Condominium Property Regime is entered into this 2nd day of October 1990 by Mobeco Industries, Inc., a Nebraska corporation.

III. DEFINITIONS

d. "Limited Common Elements" shall include garden patios contiguous to apartments 1W and 4W, garages, garage drives delineated as appurtenant to each as shown on Exhibit A attached hereto and by reference incorporated herein, is hereby amended as follows:

d. "Limited Common Elements" shall include garden patios contiguous to apartments 1W, "3W", and 4W, garages, garage drives delineated as appurtenant to each as shown on Exhibit A attached hereto and by reference incorporated herein.

VI. LIMITED COMMON ELEMENTS

a. Patios contiguous to apartments 1W and 4W shall be deemed limited common elements for the exclusive use of owner and occupants of owner, who has sole access to such patio, is hereby amended as follows:

a. Patios contiguous to apartments 1W, "3W", and 4W shall be deemed limited common elements for the exclusive use of owner and occupants of owner, who has sole access to such patio.

The land involved in this Amended to Master Deed is:
Lots 24, 25, 26, 27, and 28, Block 9, CREIGHTON'S 1ST ADDITION to the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska, and the North 239 feet of Sub Lot 1 in Tax Lot 28 in Section 28, Township 15 North, Range 13 East, Douglas County, Nebraska, together with the North 239 feet of the vacated alley adjoining the above described tracts.

on Book 1791 Page 90.

BOOK

The remainder of the Master Deed found at Book 1791 at Page 88, et seq., of the Records of the Douglas County Register of Deeds shall remain in full force and effect.

MOBECO INDUSTRIES, INC., a Nebraska corporation.

By: 

Bernard J. Morello, President

State of Nebraska, County of Douglas, SS.

The foregoing instrument was acknowledged before me this 2nd day of October 1990, by Bernard J. Morello, President of Mobeco Industries, Inc., a Nebraska corporation, on behalf of said corporation.




Notary Public

The above and foregoing Amendment to Master Deed is hereby approved.

Dated this 2 day of October 1990.

FEDERAL HOUSING AUTHORITY

By: 

title: known

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such owners, employees, and any other persons who use the property, including the persons who acquire the interest of any owner through foreclosure, enforcements of any lien, or otherwise:

a. The Windsor Place Association, Inc., a Nebraska non-profit corporation, has been incorporated to provide a vehicle for the management of the condominium regime. Each owner shall automatically be deemed a member of said Association. The By-Laws of said Association are also the By-Laws of this condominium regime and are attached hereto as Exhibit D.

b. The general common elements are for the use and enjoyment of all owners. The limited common elements are for the exclusive use of the owner of the unit to which they are appurtenant, his family, guests, servants, and invitees. The ownership of the common elements shall remain undivided, and no person or owner shall bring any action for the partition or division of the common elements and limited common elements. The Board of Administrators of the Association shall from time to time establish rules and regulations for the use of the common elements, and all owners and users shall be bound thereby. The Board of Administrators of the Association shall have the sole jurisdiction over, and responsibility for, alterations, improvements, repairs, and maintenance of the common elements. The share of an owner in the common elements is appurtenant to his apartment and inseparable from apartment ownership. Assessments against owners for insurance, common element expenses and reserves, and for other expenses incurred by the Association shall be made pursuant to the By-Laws. Assessments paid within thirty (30) days after the date when due shall not bear interest, but all sums not paid within said thirty (30) day period shall bear interest at the highest legal rate chargeable to individuals in Nebraska from the due date until paid. If any owner shall fail or refuse to make any payment of such assessments when due, the amount thereof plus interest shall constitute a lien upon the owner's interest in his unit and in the property, and upon the recording of such lien by the Association in the Office of the Register of Deeds of Douglas County, Nebraska, such amount shall constitute a lien prior and preferred over all other liens and encumbrances except assessments, liens, and charges for taxes past due and unpaid on the unit and except prior duly recorded mortgage and lien instruments.

c. Each owner shall be responsible:

1. At his own expense, for all decoration within his own apartment and limited common elements serving his apartment, as may be required from time to time, including painting, wall papering, washing, cleaning, panelling, floor covering, window blinds, lighting, and other furnishings and decorating. Each co-owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors, and ceilings of his apartment, and such co-owner shall maintain said interior surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, but such co-owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. Decorating of the common elements (other than interior surfaces within the apartments as above provided and other than the limited common elements) and any redecorating of apartments to the extent such redecorating of apartments

is made necessary by damage of apartments caused by maintenance, repair, or replacement of the common elements by the Association, shall be furnished by the Association as part of the common expenses. The interior surfaces of all windows forming part of the perimeter wall of an apartment shall be cleaned and washed at the expense of the co-owners of that apartment.

2. To refrain from painting, decorating, or changing the appearance of any portion of the exterior of the unit building, whether a part of the common elements, the limited common elements, or his apartment, unless approved by the Association in writing.

d. Each apartment shall be used and occupied only as a single family residence and for no other purpose. This restriction shall not apply to units owned by Developer and used as "model" units or sales offices for sale purposes. No apartment may be subdivided into a smaller apartment nor any portion thereof be sold or transferred without the owner thereof first amending this Master Deed.

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

f. Owners representing seventy-five percent (75%) or more of the total basic value of the condominium, as reflected in Paragraph VIII of this Master Deed, may, at any time in writing duly acknowledged and recorded, effect an amendment to this Master Deed and to the By-Laws and plans attached hereto; provided that such modification shall not be binding upon any existing mortgage holders of record unless said modification has the approval of all first mortgagees of record upon the date of adoption of said modification.

g. This condominium regime may be terminated, waived, or merged with another duly constituted condominium property regime only in accordance with the provision applicable thereto as provided in the By-Laws attached hereto as Exhibit D.

h. Household pets within the condominium shall be subject to regulation, restriction, exclusion, or special fees as may be determined by the Board of Administrators of the Association from time to time. Awnings, outside T.V. antenna, storage of boats, campers, trailers, or similar items shall all be subject to regulations, restrictions, exclusion, or special fees by the Board of Administrators of the Association. Use of the common elements for other than recreational purposes is prohibited. The keeping of livestock or poultry upon the common elements, limited common elements, or in any unit is prohibited. Trash receptacles are to be permitted outside only in areas designated therefor by the Board of Administrators of the Association. Private barbeque grills may not be used in the general common areas, and outside use or storage of barbeque grills will be subject to regulations, restriction, or exclusion by the Board of Administrators of the Association. Automobile parking will be subject to regulation and restriction by the Board of

Administrators of the Association. Any special fees required by the Association Rules and Regulations, duly enacted, shall be collected as determined by the Board of Administrators.

i. The Board of Administrators of the Association shall be responsible for the maintenance, repair, planting, and upkeep of the portion of the described property used for planting and landscaping purposes only. Said area shall be used for the benefit of each owner.

j. If, due to the act of neglect of a co-owner, or his agent, servant, tenant, family member, invitee, licensee, or household pet, damage shall be caused to the common elements or to an apartment or apartments owned by others, or maintenance, repair, or replacement are required which would otherwise be a common expense, then such co-owner shall pay for such damage or such maintenance, repair, and replacement, as may be determined by the Association, however, the provisions of this paragraph are subject to the provisions of paragraph 5 hereof providing for waiver of subrogation rights with respect to casualty damage insured against under the policies of insurance maintained by the Association.

k. The authorized representatives of the Association or Board, or the Managing Agent with the approval of the Association, shall be entitled to reasonable access to the individual apartments and limited common elements as may be required in connection with the preservation of any individual apartment or limited common elements in the event of any emergency, or in connection with maintenance of, repairs, or replacements within the common elements, limited common elements, or any equipment, facilities, or fixtures affecting or serving other apartments, common elements, and limited common elements, and to make any alteration required by any governmental authorities.

l. Except as provided in this paragraph, no alteration of any common elements or any additions or improvements thereto shall be made by any co-owner without the prior written approval of the Association. The Association may authorize and charge as common expenses, alterations, additions, and improvements of the common elements as provided by the By-Laws. Any co-owner may make alterations, additions, or improvements within his apartment (including minor alterations to the perimeter walls of his apartment caused by nails, screws, staples, and the like) without the prior written approval of the Association, but such co-owner shall be responsible for any damage to other apartments, the common elements, the Property, or any part thereof, resulting from such alterations, additions, or improvements.

m. No owner may sell or lease his apartment or any interest therein unless he shall have given to the Association, at least five (5) days prior to closing of such sale or lease, a written notice specifying the names and current address of such buyers or lessees. The above provisions regarding notice of transfer shall not apply to acquisition of ownership through foreclosure of a mortgage upon an apartment. The Association shall have the first right of refusal for any apartment being leased, and said first right of refusal shall be good for twenty (20) days after notice by the owner of intent to lease.

n. This Condominium Regime may be terminated or waived by written agreement of co-owners representing three-fourths (3/4) or more of the total basic value of the Condominium Regime and by all lienholders of record; which agreement shall be acknowledged and recorded in the office of the Register of Deeds of Douglas County, Nebraska, and termination shall be effective as of recording date. Following termination, the Property may be judicially partitioned and sold upon the petition of any co-owner, but if co-owners representing three-fourths (3/4) of the total basic value of the Condominium Regime agree in writing to sell or otherwise dispose of the condominium property, then all co-owners shall be bound to execute such deeds or other documents reasonably necessary to effect such sale or disposition when as required by the Board of Directors of the Association. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition. In no event may the Property be sold or otherwise disposed of without the prior termination or waiver of the Condominium Regime, unless sale or disposition is approved in writing by co-owners representing one hundred percent (100%) of the total basic value of the Condominium Regime and by the holders of all mortgages of record covering any apartments within the Condominium Regime. Notwithstanding any provisions in the By-Laws, there shall be no reduction or deletion or conveyance of the common elements without the prior written consent of the holders of all mortgages of record against any apartments within the Condominium Regime.

o. The Association shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer, and operate the Property, or any part thereof, to the extent deemed advisable by the Association subject to the provisions of subparagraph "p" below. The Association shall also have the authority (but shall not be obligated) to engage, supervise, and control such employees as the Association deems advisable, to clean and maintain all or any part of the Condominium Regime, to the extent the Association deems it advisable, to provide such services for all or any portion of the co-workers. The cost of such services shall be a common expense. Said authority shall not be construed to allow Declarant to use the Association to paint, clean, or repair individual apartments for individual sale.

p. The Association shall have authority to lease, purchase, and mortgage one or more apartments or other residential quarters for building personnel. All rental or debt service paid by the Association pursuant to any such lease agreement or Mortgage shall be a common expense. Any such apartment or other residential quarter leased or purchased for building personnel, as provided, hereunder shall not constitute a part of the common elements.

q. During the period of sale by the Developer of any apartments, the Developer and its agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to, and egress from building and Property as may be required for purposes of said sale of apartments. While the Developer owns any of the apartments and until each apartment sold by it is occupied by the purchasers, the Developer and its employees may use and show one or more of such unsold or unoccupied apartments as model apartment or apartments and may use one or more of such unsold or unoccupied apartments as a sales office, and may maintain customary signs in connection therewith.

r. Neither the directors, Board, or officers of the Association shall be personally liable to the co-owners for any mistake or judgment or for any acts or omissions of any nature whatsoever, unless such acts or omissions are found by a Court of law to constitute gross negligence, bad faith, or fraud. The Association shall indemnify and hold harmless each of the directors, Board, officers, and their respective heirs, executors, administrators, successors, and assigns in accordance with the provisions of the By-Laws. The provisions of this paragraph shall run to and be for the benefit of any such director, officer, Board, or committee member notwithstanding the fact that such person may be serving as an accommodation or on behalf of the Developer.

s. In the event of any dispute or disagreement between any co-owners relating to the Property, or any questions or interpretation or application of the provisions of the Declaration or By-Laws, such dispute or disagreement shall be submitted to the Board. The determination of such dispute or disagreement by the Board shall be binding on each and all such co-owners, subject to the right of co-owners to seek other remedies provided by law after such determination by the Board.

t. Each co-owner shall have the right to use the common elements (except the limited common elements and portions of the Property subject to leases made by or assigned to the Board) in common with all other co-owners, as may be required for the purpose of access, ingress to, and egress from, use, occupancy, and enjoyment of the respective apartment owned by such co-owner. Such right to use the common elements shall extend to not only each co-owner, but also to his agents, servants, tenants, family members, customers, invitees, and licensees. However, each co-owner shall have the right to the exclusive use and possession of the limited common elements serving each apartment alone. Such rights to use the common elements, including the limited common elements, shall be subject to and governed by the provisions of the Act, Declaration, By-Laws, and rules and regulations of the Association. In addition, the Association shall have the authority to rent, lease, grant concessions, or grant easements with respect to parts of the common elements, subject to the provisions of the Declaration and By-Laws. All income derived by the Association from leases, concessions, or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions, or regulations as the Board may adopt or prescribe.

Parking areas shall also be part of the common elements, and may be allocated and re-allocated, from time to time, to the respective co-owners, and shall be used by such co-owners in such manner and subject to the rules and regulations as the Board may prescribe, and parking spaces not so used by co-owners shall otherwise be used in such manner as the Board may prescribe.

u. Each co-owner shall have the right, subject to the provisions herein, to make separate mortgages for his respective ownership interest in the common elements. No co-owner shall have the right or authority to make or create or cause to be made or created from the date hereof any mortgage or other lien on or affecting the Property or any part thereof, except only to the extent of his own apartment and the respective percentage interest in the common elements appurtenant thereto.

v. The Board shall have the authority to and shall obtain insurance for the Property, exclusive of decorating of and improvements to the co-owners against loss or damage by fire, vandalism, malicious mischief, and such other hazards as are covered under standard extended coverage provisions for full insurable replacement cost of the common elements and the apartments, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement costs shall be deemed the cost of restoring the common elements, apartments, or any part thereof to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association as the trustee for each of the co-owners in direct ratio to said co-owner's respective percentage of ownership in the common elements, as set forth in the Declaration and for the holders of mortgage on his apartment, if any. Such policies of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against individual co-owners. The premiums for such insurance shall be a common expense.

The Board shall have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable, and workman's compensation insurance and other liability insurance as it deems desirable insuring each co-owner, mortgagee of record, if any, the Association, its officers, directors, Board, and employees, and the Managing Agent, if any, from liability in connection with the common elements. The premiums for such insurance shall be a common expense.

Each co-owner shall be responsible for maintaining his own insurance on the improvements and betterments to his apartment, on the contents of his apartment and the limited common elements serving his apartment, as well as his decoration, furnishings, and personal property therein, and his personal property stored elsewhere on the Property. In addition, in the event a co-owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that this liability, loss, or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the co-owners as part of the common expenses, as above provided, said co-owner may, at his option and expense, obtain additional insurance.

w. In case of fire, casualty, or any other disaster, the insurance proceeds, if sufficient to reconstruct the Building, shall be applied to such reconstruction. Reconstruction of the Building, as used in this paragraph, means restoring the Building to substantially the same condition in which it existed prior to the fire, casualty, or other disaster, with each apartment and the common elements having the same verticle and horizontal boundaries as before. Such reconstruction shall be accomplished by the Managing Agent or Board.

If insurance proceeds are insufficient to reconstruct the Building, damage to or destruction of the Building shall be promptly repaired and restored by the Managing Agent or the Board, using proceeds of insurance, if any, on the Building for that purpose, and all co-owners shall be liable for assessment for any deficiency. However, if two-thirds (2/3) or more of the Building is destroyed or substantially damaged and if the co-owners, by a vote of at least three-quarters (3/4) of the voting power, do not voluntarily,

within one hundred (100) days after such destruction or damage, make provision for reconstruction, the Association shall record with the County Register of Deeds a notice setting forth such facts, and upon the recording of such notice:

1. The property shall be deemed to be owned in common by the co-owners.

2. The undivided interest in the Property owned in common shall appertain to each co-owner and shall be the percentage of undivided interest previously owned by such co-owner in the common elements.

3. Any liens affecting any of the apartments shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the co-owner in the Property.

x. Without limiting the generality of the foregoing provisions of this paragraph "x," use of the Property by the co-owners shall be subject to the following restrictions:

1. Nothing shall be stored in the common elements without prior consent of the Association except in storage areas or as otherwise herein expressly provided;

2. Nothing shall be done or kept in any apartment or in the common elements which will increase the rate of insurance for the Property without the prior written consent of the Association. No co-owner shall permit anything to be done or kept in his apartment or in or on the common elements which will result in the cancellation of insurance on any apartment, or any part of the common elements, or which will be a violation of any law;

3. No waste shall be committed in or on the common elements;

4. Subject to the Developer's right under paragraph "q" of this Declaration, no sign of any kind shall be displayed to the public view on or from any apartment of the common elements without the prior written consent of the Managing Agent acting with the Association's direction;

5. No noxious or offensive activity shall be carried on in any apartment or on or in the common elements nor shall anything be done therein which may be or become an annoyance or nuisance to the other apartment owners;

6. Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the common elements, except with the written consent of the Association;

7. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Association; provided, however, that temporary structures may be erected for use in connection with the repair or building of the Building or any portion thereof;

8. Outdoor drying of clothes shall not be permitted;

9. Parking of vehicles in driveways and parking areas shall be subject to the rules and regulations of the Association applicable thereto;

10. Except within individual apartments, no planting, transplanting, or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained upon the Property, except as approved by the Association;

11. Motorcycles, motorbikes, motor scooters, or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a parking space to a point outside the property directly to a parking space.

y. In the event of any violation of the provisions of the Act, this Master Deed, By-Laws, or rules and regulations of the Board or Association by any co-owner (either by his own conduct or by the conduct of any other occupant of his apartment), the Association, or its successors or assigns, or the Board, or its agent, shall have each and all of the rights and remedies which may be provided for in the Act, this Master Deed, By-Laws, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting co-owner and/or others for enforcement of any lien and the appointment of a receiver for the apartment and ownership interest of such co-owner, or for damages, or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, for any other relief.

The violation of any restriction or condition or regulations adopted by the Board of Administrators or the breach of any covenant or provisions herein contained, shall give the Board of Administrators the right, in addition to any other right provided in this Declaration, (a) to enter the apartment, or any portion of the Property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting co-owner, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespassing; or (b) to enjoin, abate, or remedy by appropriate legal proceedings either at law or in equity, the continuance of any breach; or (c) to take possession of such co-owner's interest in the Property and to maintain an action for possession of such apartment in the manner provided by law.

If any co-owner (either by his own conduct or the conduct of any occupant of his apartment) shall violate any provision of the Act, this Declaration, or the regulations of the Association, and if such default or violation shall continue for ten (10) days after notice to the co-owner in writing from the Board of Administrators, or shall occur repeatedly during any ten (10) day period after such written notice of request to cure such violation from the Board of Administrators, then the Board of Administrators shall have the power to issue to said defaulting co-owner a notice in writing terminating the rights of said defaulting Owner to continue as co-owner and to continue to occupy, use, or control his apartment, and thereupon an action in equity may be filed by the Board of Administrators against said defaulting co-owner for a decree of mandatory injunction against said defaulting co-owner

or Occupant, or in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use, or control the apartment owned by him on account of said violation, and ordering that all the right, title, and interest of said defaulting co-owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the Court shall determine, except that the Court shall enjoin and restrain the said defaulting co-owner from reacquiring his interest at such a judicial sale. The proceeds of any such judicial sale shall first be paid to discharge Court costs, Court reporter charges, reasonable attorney's fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting co-owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting co-owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the apartment and the co-owner's corresponding percentage of ownership in the common elements, and to immediate possession of the apartment sold and may apply to the Court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the apartment ownership sold subject to this Declaration.

z. If any of the options, privileges, covenants, or rights created by this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years.

X. SEPARATE TAXATION

Developer shall give written notice to the County Assessor of Douglas County, Nebraska, of the creation of the Condominium Regime so each apartment in the Condominium Regime, including the undivided interest in the common elements appurtenant thereto, shall be deemed a parcel and subject to separate assessment and taxation.

XI. RESERVATION IN DEVELOPER

a. The Developer reserves the right to establish easements, reservations, exceptions, and exclusions consistent with the condominium ownership of the Condominium Regime and for the best interests of all of the apartment owners in the Condominium Regime, including Developer, in order to serve the entire Condominium Regime, and to supplement or amend this Master Deed, or as amended, or the attached By-Laws, or as amended, until January 2, 1989, or until Developer releases control of the Association, or upon the sale by Developer of the 24th apartment unit, whichever first occurs, however, as long as there is developer control of the property, the following actions will require the prior approval of the Federal Housing Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

b. Developer further reserves the right, so long as it is the owner of any unsold apartments, to change the size or layout or the price or terms of sale of any such apartments. No change in the price of an apartment, however, will vary the percentage of interest in the common elements for that apartment in the Condominium Regime unless such change in price results from a change in the number of rooms from another apartment, or of taking a room or rooms and adding such room or rooms to another apartment, in either of which events the percentage of interest in the common elements of both such apartments

thereafter will equal the aggregate estimated common charges and percentage of interest in the common elements of both such apartments prior to the change. The Developer will at its sole expense record and file any and all amendments to the Master Deed and plans required by reason of a change in the size or layout of an apartment as provided in this Paragraph XI(b). Provided, however, amendments to the Master Deed by the provisions of this Paragraph XI(b) shall not be subject to the provisions of Paragraph XVI, hereof, nor is the vote of three-fourths (3/4) of the apartment owners required.

XII. EASEMENTS

Easements are hereby reserved and granted from and to Developer and each owner of a condominium unit for encroachment if any part of a condominium unit encroaches upon any other unit, the limited common elements, or the common elements, or if any such encroachment shall hereafter occur due to the settling or shifting of a building or for any other reason, or if such building is repaired or rebuilt after damage or destruction. The Association shall have an easement in and upon each apartment for the performance of repairs upon the common elements or limited common elements and for emergency repairs to any part of the condominium property. Each of the Association, Northwestern Bell Telephone Company, Metropolitan Utilities District, Omaha Public Power District, City of Omaha, Cox Cable Omaha, and their respective assigns and successors will have an easement, together with the right of egress, ingress, and other access thereto, for the purposes of constructing, installing, maintaining, operating, renewing, or repairing their respective private sewer, telephone, common television antennae, cable television system, security system, gas, water, electric, public sewer, or other utility conduits, lines, or other facilities in, over, under, and upon such strip or strips of the common ground or of any apartment unit as confined to noninterference with any driveway, sidewalk, or structural element of any apartment unit; each apartment owner will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of passing between any part of the common elements and any public sidewalk or street.

XIII. PIPE, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES, AND OTHER COMMON ELEMENTS LOCATED INSIDE OF APARTMENT

Each apartment 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 elements located in any of the other apartments and serving his apartment. Each apartment shall be subject to an easement in favor of the owners of all other apartments to use the pipes, ducts, cables, wires, conduits, public utility lines, and other common elements serving such other apartments and located in such apartment. The Board of Administrators of the Association shall have right of access to each apartment to inspect the same, to remove violations therefrom, and to maintain, repair, or replace the common elements contained therein or elsewhere in the Condominium building.

XIV. APARTMENTS SUBJECT TO MASTER DEED, BY-LAWS,
AND RULES AND REGULATIONS

All present and future owners, tenants, and occupants of apartments shall be subject to, and shall comply with the provisions of this Master Deed, the By-Laws, and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any apartment shall constitute an agreement that the provisions of this Master Deed, the By-Laws, and the Rules and Regulations, as they 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 apartment, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

XV. ALTERATIONS AND TRANSFER OF INTEREST

The common element appurtenant to each apartment shall have a permanent character and shall not be altered without the consent of all the apartments affected, expressed in an amendment to this Master Deed duly recorded. The common elements and easements shall not be separated from the apartment to which they appertain and shall be deemed to be conveyed, leased, or encumbered with such apartment even though such interest or easement are not expressly mentioned or described in the conveyance or other instrument.

The Association shall have the first right of refusal for any unit to be leased by an owner; the first right of refusal shall last for a period of twenty (20) days from the date of written notice to lease is given the Association pursuant to Paragraph IX(m). All leases to sub-tenants must have the express consent of the Association, and the Association shall have the right to refuse to accept a sub-tenant and may refuse a sub-tenant the use and benefits of the common elements if they so desire, without cause, if the owner leases over their objection, and this remedy shall be in addition to the other legal remedies available to the Association.

XVI. AMENDMENT OF MASTER DEED

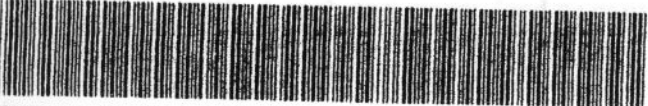
After January 2, 1989, or upon the sale by Developer of the 24th unit, or at such time as Developer releases control of the Windsor Place Association, Inc., whichever first occurs, this Master Deed may be amended by the vote of three-fourths (3/4) or more of the total basic value of the Condominium Regime, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. No such amendment shall be effective until recorded in the office of the Register of Deeds of Douglas County, Nebraska.

XVII. INVALIDITY

The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Master Deed and, in such event, all the other provisions



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AUG 20 2007 14:11 P 7

MISC
 B 7 24
 FEE 47.00 FB 21-444
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 DEL _____ SCAN _____ FV _____

*Add pages to Book
 1791 Page 102

COPY

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 Register of Deeds, Douglas County, NE
 8/20/2007 14:11:36.10

 2007095403

**Amendment to Master Deed, Bylaws,
 and Rules and Regulations**

COME NOW the undersigned representing 75% of the owners of Windsor Place Condominium Regime pursuant to the Master Deed filed with the Register of Deeds of Douglas County in Book 1791, Page 88, on or about October 31, 1986, and pursuant to Article VIII, Section "f" providing for amendment of the Master Deed and Bylaws by 75% or more of the total basic value of the condominium regime, hereby amend the Master Deed, Bylaws and Rules and Regulations as follows. The lands owned and governed by the Master Deed are:

Lots 24, 25, 26, 27 and 28, Block 9, Creighton's 1st Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, and the North 239 feet of the Sub Lot 1 in Tax Lot 28 in Section 28, Township 15 North, Range 13 East, Douglas County, Nebraska, together with the North 239 feet of the vacated alley adjoining the above described tracts.

Amendments to Master Deed

Article VIII, section "m" is stricken and in its place shall read:

No owner may sell his apartment or any interest therein unless he shall have given to the Association at least five days prior to closing of such sale a written notice specifying the names and current addresses of such buyers. The above provisions regarding notice and transfer shall not apply to acquisition of ownership through foreclosure of a mortgage upon an apartment.

Article XIV shall be changed to read:

All present and future owners of apartments shall be subject to, and shall comply with, the provision of this Master Deed, the By-Laws, and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance shall constitute an agreement that the provisions of this Master Deed, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and deemed and taken to be covenants

arn
 Evelyn A. Baumert
 3401 Martha Street Unit 112 1 of 6

(C)

running with the land and shall bind any person having at any time any interest or estate in such apartment, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

An Article XXII shall be added which shall be read:

Article XXII
Restriction Against Renting

No owner of a unit may rent any unit including a rent agreement with option to purchase. This provision shall not prevent sale of the property by land contract or similar document. The intent of this provision is to provide that all units shall be owner occupied.

Rules and Regulations

Paragraph 7 of the Regulations shall be stricken. In its place shall read:

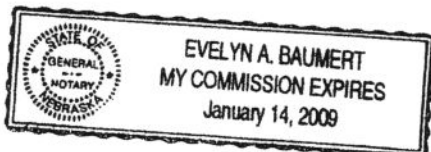
No owner of a unit may rent any unit including a rent agreement with option to purchase. This provision shall not prevent sale of the property by land contract or similar document. The intent of this provision is to provide that all units shall be owner occupied.

Robert J. Parker / Donna L. Parker
Printed Name DONNA L. PARKER
Unit No. 4W

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

Subscribed and sworn to before me a notary
public this 15 day of August 2007.

Evelyn A. Baumert
Notary Public

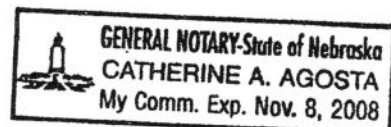


Evelyn A. Baumert
Printed Name Evelyn A. Baumert
Unit No. 11E

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

Subscribed and sworn to before me a notary
public this 16th day of August 2007.

Catherine A. Agosta
Notary Public



of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included therein.

XVIII. WAIVER

No provisions contained in this Master Deed 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.

XIX. 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 nor the intent of any provisions hereof.

XX. GENDER

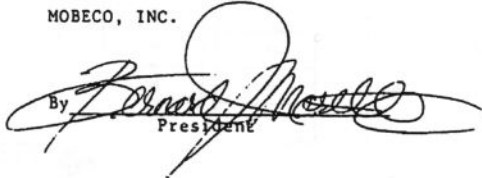
The use of the masculine gender in this Master Deed and Declaration shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, whenever the context so requires.

XXI. NOTICES AND REQUESTS

All notices required or permitted hereby shall be in writing and sent in the manner proscribed in Section 1 of Article XIII of the By-Laws attached hereto, by certified or registered mail, return receipt requested.

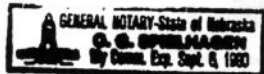
EXECUTED the date first above written.


MOBECO, INC.

By 
President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 31st day of October, 1986, by Bernard J. Morello, President of MOBECO, INC., a Nebraska corporation.




Notary Public

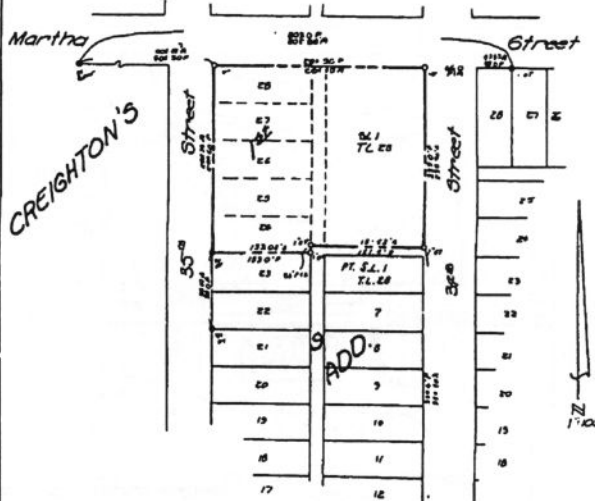
LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description: Lots 24, 25, 26, 27 and 28, Block 9, CREIGHTON'S 1ST ADDITION to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska and the North 234 feet of Sub Lot 1 in Tax Lot 28 in Section 28, Township 13 North, Range 13 East, Douglas County, Nebraska, together with the North 239 feet of the vacated alley adjoining the above described tracts. Total parcel contains 69,284 square feet.

EXHIBIT A
Sheet 1

Plat to scale showing tract surveyed with all pertinent points.



O - CORNERS SET
B - CORNERS FOUND
A - ACTUAL DIMENSIONS
P - PLAT DIMENSIONS
OT - Open Top

Handwritten Signature
Signature of Surveyor



DATE RECEIVED: _____ Date: 11-2-03

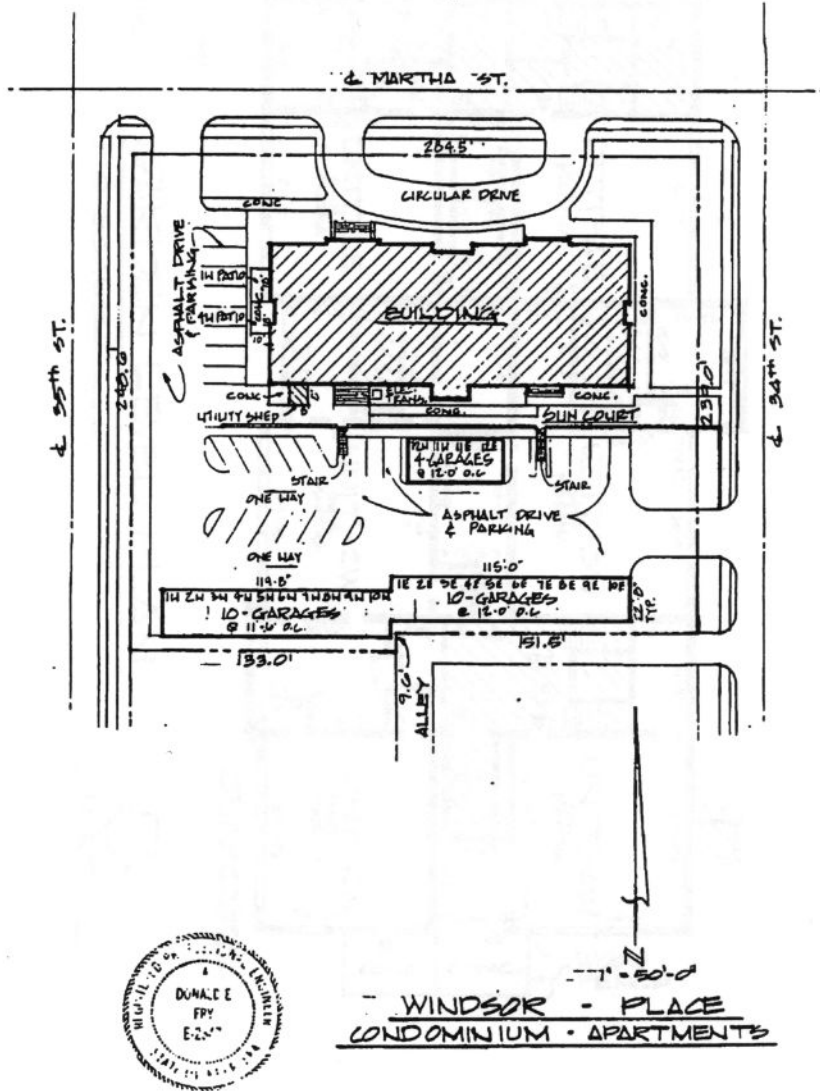
OFFICIAL ADDRESS: _____

BLDG. PERMIT NO.: _____

Book 82-20 Page 27-28

SEAL
Job Number 82-EE-6

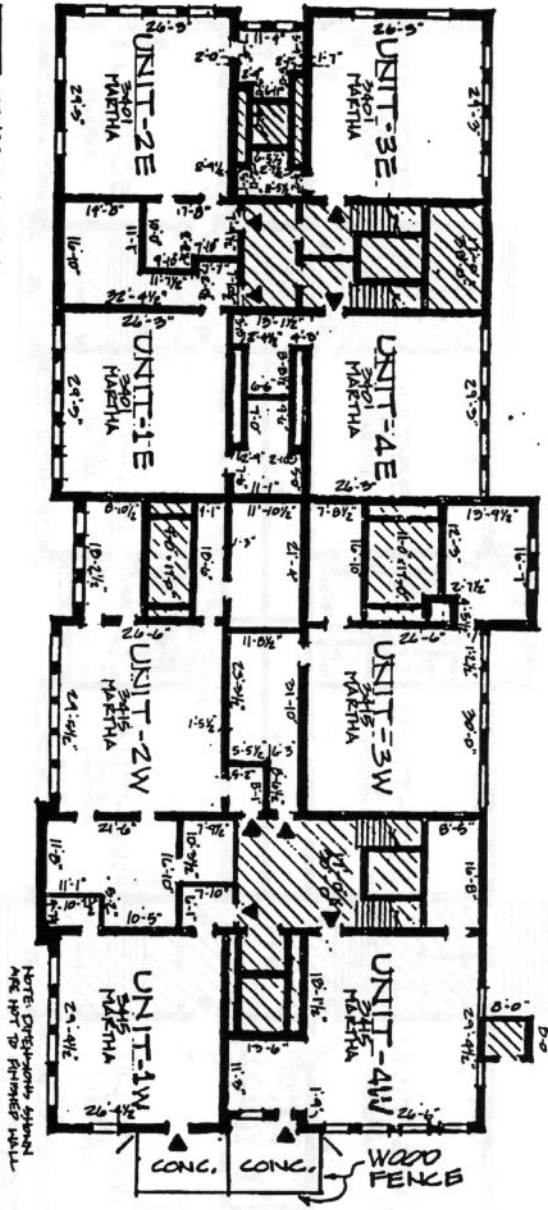
lamp, ryneerson & associates, inc.
architects engineers surveyors planners
2820 street design road Omaha, Nebraska 68114 408-387-2008
3825 n. leavenworth street grand island, nebraska 68801 308-388-4077

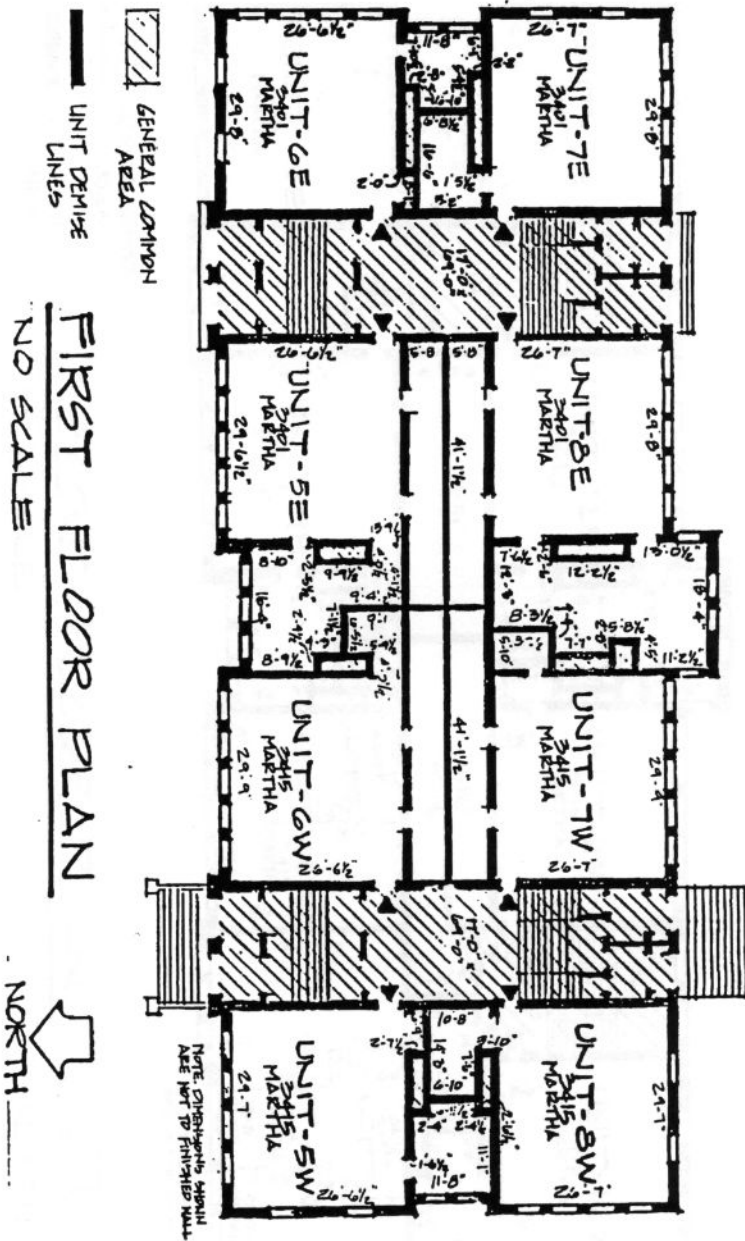




GENERAL COMMON
AREA
UNIT DEMISE
LINES

GARDEN LEVEL PLAN
NO SCALE

NORTH



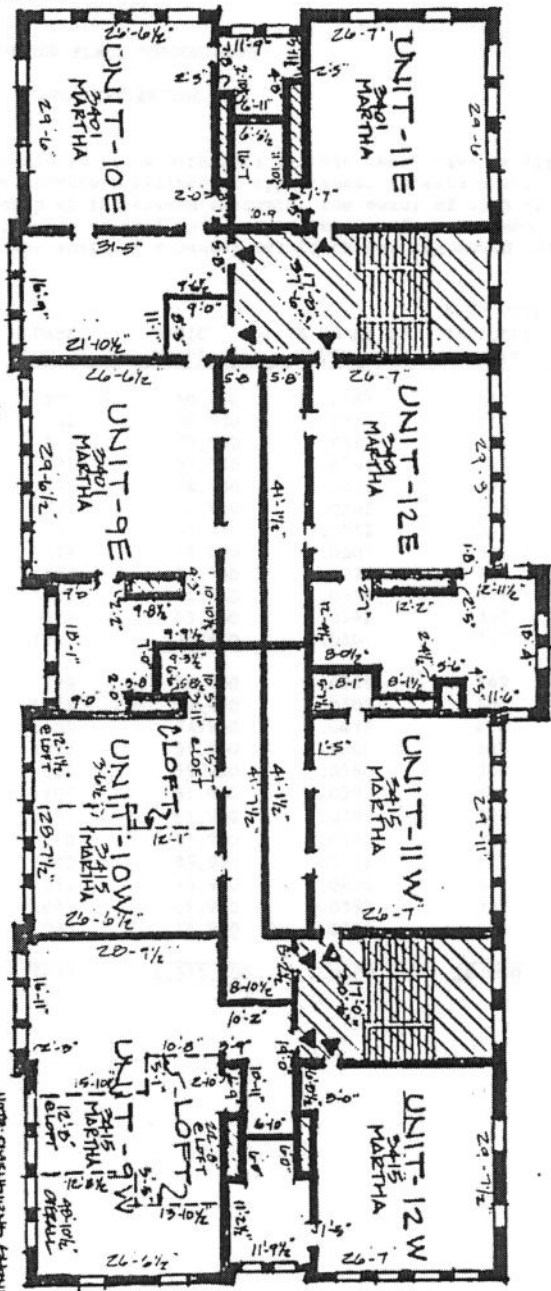


 GENERAL COMMON AREA
 UNIT DEMISE LINES

SECOND FLOOR PLAN



NOTE: DIMENSIONS SHOWN ARE NOT TO FINISHED WALL

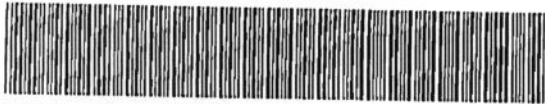


WINDSOR PLACE CONDOMINIUM

PROPERTY REGIME

Each of the units identified below with this exhibit shall have as its limited common element any structure affixed or appurtenant to said unit. With respect to the ownership of the common elements, the owner of each of said unit shall own, in addition to said unit, a percentage of the common elements equal to the percent share of expenses set forth for the owned unit.

APARTMENT NUMBER	STREET ADDRESS	SQUARE FOOTAGE	BASIC VALUE	% SHARE OF EXPENSES	# OF VOTES INCIDENT TO UNIT
1E	3401 Martha	1279	60,950	.0387	387
2E	3401 Martha	1041	58,950	.0374	374
3E	3401 Martha	847	53,950	.0342	342
4E	3401 Martha	875	53,950	.0342	342
5E	3401 Martha	1356	74,950	.0476	476
6E	3401 Martha	920	57,950	.0368	368
7E	3401 Martha	915	53,950	.0342	342
8E	3401 Martha	1519	79,950	.0507	507 5.07%
9E	3401 Martha	1327	74,950	.0476	476
10E	3401 Martha	1338	74,950	.0476	476
11E	3401 Martha	916	53,950	.0342	342
12E	3401 Martha	1527	79,950	.0507	507
1W	3415 Martha	879	54,950	.0349	349
2W	3415 Martha	1729	79,950	.0507	507
3W	3415 Martha	1481	74,950	.0476	476
4W	3415 Martha	1075	59,950	.0380	380
5W	3415 Martha	954	59,950	.0380	380
6W	3415 Martha	1104	61,950	.0393	393
7W	3415 Martha	1083	61,950	.0393	393
8W	3415 Martha	910	57,950	.0368	368
9W	3415 Martha	1980	89,950	.0571	571
10W	3415 Martha	1512	74,950	.0476	476
11W	3415 Martha	1085	61,950	.0393	393
12W	3415 Martha	985	58,950	.0374	374
		28637	1,575,800	1.0000	10,000



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21/ misc
24 FEE 13000 FB 21-44450
BKP C/O COMPS
S DEL SCAN FV *CF*

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Register of Deeds, Douglas County, NE
4/12/2016 13:52:48.70



2016026243

WHEN RECORDED PLEASE RETURN TO:

Max J. Burbach
Koley Jessen P.C., L.L.O.
1125 South 103rd Street, Suite 800
Omaha, NE 68124

STATEMENT OF AMENDMENT

THIS STATEMENT OF AMENDMENT memorializes the amendment to the Master Deed creating the Windsor Place Condominium Property Regime dated October 3, 1986 and recorded on October 31, 1986 in Book 1791, Page 88 of the records of the Register of Deeds of Douglas County, as previously amended, covering the property described on Exhibit "A" attached hereto (collectively, the "**Master Deed**") by the owners (the "**Owners**") of Units, whereby the By-Laws of Windsor Place Condominium Property Regime and Windsor Place Association, Inc. (the "**Association**"), which were initially attached as Exhibit D to the Master Deed, have been amended and restated in their entirety (the "**Bylaws**").

1. In accordance with the provisions of the Master Deed and of the Bylaws, on Sunday, December 6, 2015, at a special meeting called by the President of the Board of Administrators of the Association, and after proper notice of the meeting had been duly provided and timely given, ninety-two-and-one-half percent (92.5%) of the Owners affirmatively voted in person or by proxy to amend and restate the Bylaws in their entirety pursuant to the below-referenced provisions of the Bylaws and Master Deed. In addition, seventy-six-and-one-half percent (76.5%) of the first mortgagees of record approved the amendment and restatement of the Bylaws.

2. The Bylaws state in Article XII, Section 2 that the Bylaws may be amended by the Owners holding seventy-five percent (75%) or more of the Condominium Regime and the approval of more than fifty percent (50%), in number, of the first mortgagees of record upon the date of adoption of said amendment.

3. Article IX, Section (f) of the Master Deed and Article XVI of the Master Deed authorize amendment of the Master Deed by the Owners representing seventy-five percent (75%) or more of the total basic value of the Condominium Regime.

4. The requirements under the Master Deed and the Bylaws to amend the same having been satisfied, the Amended and Restated Bylaws attached hereto as Exhibit "B" supersede and replace, in their entirety, Exhibit D to the Master Deed. The records of the

✓ 14949

meeting and votes of the Owners and mortgagees are available from the Association upon request.

5. In all other respects, the Master Deed is hereby reaffirmed and ratified in its entirety.

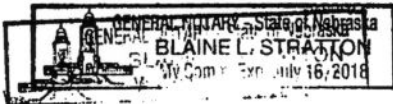
IN WITNESS WHEREOF, this Statement of Amendment has been duly executed by the President of the Board of Administrators of the Association as of the 12th day of April, 2016.

WINDSOR PLACE ASSOCIATION, INC.

By: Michael E. O'Brien
Name: Michael O'Brien
Title: President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12th day of April, 2016, by Michael O'Brien, President of Windsor Place Association Inc., a Nebraska non-profit corporation, on behalf of said corporation.



[Signature]
Notary Public

My Commission expires: 7/16/18

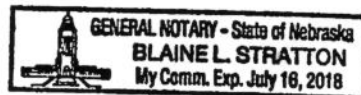


EXHIBIT "A"
Legal Description

Lots 24, 25, 26, 27 and 28, Block 9, Creighton's 1st Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, and the North 239 feet of the Sub Lot 1 in Tax Lot 28 in Section 28, Township 15 North, Range 13 East, Douglas County, Nebraska, together with the North 239 feet of the vacated alley adjoining the above described tracts.

EXHIBIT "B"

Amended and Restated Bylaws

AMENDED AND RESTATED BYLAWS
OF
UNITED STATES ASSOCIATION, INC.