

MASTER DEED CREATING  
PIEDMONT TOWNHOMES

THIS MASTER DEED AND DECLARATION made this 27th  
day of February, 1973, by DONALD L. DARST, Trustee, (herein  
called "Developer"), for himself, his heirs, grantees and  
assigns;

W I T N E S S E T H :

1. The purpose of this Master Deed is to submit the  
lands herein described and the improvements to be built thereon  
to the condominium form of ownership and use in the manner  
provided by Sections 76-801 through 76-823, R.R.S. Nebraska  
(herein called "Condominium Act"), and the name by which this  
condominium is to be identified is Piedmont Townhomes Condominium  
Property Regime No. 1.

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

Lot No. 238, Piedmont, a subdivision in  
Douglas County, Nebraska as surveyed, platted  
and recorded, as more fully shown on Exhibit A-1  
attached hereto.

3. Except as hereinafter noted, the definitions set  
forth in Section 76-802, R.R.S. Nebraska shall govern this Master  
Deed and the By-Laws, attached hereto as Exhibit B.

a. "Apartment" shall be defined as in the Con-  
dominium Act, including the interior surfaces of all common  
and main walls.

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

d. "Unit" shall mean an apartment, as defined  
in the Condominium Act, including the interior of the appur-  
tenant garage, whether attached or unattached, and that  
undivided interest in the general common elements, as defined  
in the Condominium Act, which is appurtenant thereto.

4. The condominium will consist of 10 buildings  
which will vary in height from one to two stories. The buildings  
will contain a total of 44 units which may only be used for

areas; the foundation, common walls, main walls, roofs, yards and gardens, except that any areas that may be included within patios, decks or garage drives delineated on the attached plans shall be "limited common elements" appurtenant to the unit from which access thereto is provided and for the exclusive use of the owner of said Unit, his guests and family; drives, walks, parking areas and all parts of the property and improvements which are not located within the apartments as shown on the attached plans. Air conditioning compressors or units are not common elements but are part of each apartment and shall be maintained and replaced as needed by each owner. Each owner shall be responsible for the repair, maintenance and replacement of all exterior doors including garage doors and the mechanical operators thereof appurtenant to said owner's apartment; it being understood that the only common area 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 of his apartment as required 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 expense.

6. The total value of the entire condominium regime is \$1,721,000.00, and the basic value of each unit together with the percentage which each unit shall share in the expenses of and the rights in the common elements are as follows:

TOWN- HOUSE NUMBER	FLOOR PLAN	BASIC VALUE	PERCEN- TAGE	TOWN- HOUSE NUMBER	FLOOR PLAN	BASIC VALUE	PERCEN- TAGE
1	C	\$43,950	2.54	23	A	\$34,950	2.05
2	B	39,750	2.33	24	A-1	35,950	2.08
3	A-1	35,950	2.08	25	B	39,750	2.33
4	A	34,950	2.05	26	A-1	35,950	2.08
5	A	34,950	2.05	27	A	34,950	2.05
6	A-1	35,950	2.08	28	A-1	35,950	2.08
7	B	39,750	2.33	29	B	39,750	2.33
8	A-1	35,950	2.08	30	A-1	35,950	2.08
9	A	34,950	2.05	31	B	39,750	2.33
10	A-1	35,950	2.08	32	A-1	35,950	2.08
11	B	39,750	2.33	33	C Type	43,950	2.54
12	C	43,950	2.54	34	C Type	43,950	2.54
13	A-1	35,950	2.08	35	C Type	43,950	2.54
14	B	39,750	2.33	36	C Type	43,950	2.54
15	A-1	35,950	2.08	37	C Type	43,950	2.54
16	A	34,950	2.05	38	C Type	43,950	2.54
17	A	34,950	2.05	39	C Type	43,950	2.54
18	A-1	35,950	2.08	40	C Type	43,950	2.54
19	B	39,750	2.33	41	C Type	43,950	2.54
20	A-1	35,950	2.08	42	C Type	43,950	2.54
21	B	39,750	2.33	43	C Type	43,950	2.54
22	A-1	35,950	2.08	44	C Type	43,950	2.54

a vehicle for the management of the condominium. 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 and are attached hereto as Exhibit B.

b. All common elements are general common elements for the use and enjoyment of all owners. 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. 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 Association shall have the sole jurisdiction over and responsibility for making 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 days after the date when due shall not bear interest, but all sums not paid within said thirty day period shall bear interest at the highest legal rate from 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 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) To maintain, repair and replace at his expense all portions of his apartment which are not included in the definition of common elements.

(2) To refrain from painting, decorating or changing the appearance of any portion of the exterior of the unit building; unless approved by the Association in writing.

(3) To promptly report to the Association any defect or need for repairs which are the responsibility of the Association.

d. Each apartment shall be used and occupied only by one family, its servants and guests as a residence and for no other purpose. No apartment may be subdivided into a smaller apartment nor any portion thereof sold or transferred without first amending this Master Deed to show the changes in the apartments to be subdivided and subject only to approval of the Association.

restrictions on subsequent transfer. An owner intending to make a sale or lease of his unit shall give the Association written notice thereof together with the name, and a current address and credit report of the purchaser or lessee and the terms and price of such sale or lease, together with a copy of the proposed purchase agreement or lease. Within thirty days after receipt of such notice, the Association shall, by written notice to the owner, either approve such purchase or lease or elect to either purchase the property for said price or terms or either lease the property or furnish a substitute tenant for the property on the terms and for the price contained in said lease. If the Association elects to purchase or lease, closing shall be within thirty days thereafter. Failure of the Association to act within the first thirty-day period shall be deemed an approval of the sale or lease, but only to the party thus identified and disclosed to the Association. The above provisions regarding approval of transfers shall not apply to acquisition of ownership through foreclosure of a mortgage upon a unit.

g. Owners representing 75% or more of the total basic value of the condominium, as reflected in Paragraph 6 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 such mortgage holder likewise consents to such modification in writing.

h. This condominium regime may be terminated or waived by written agreement of unit owners representing 75% or more of the total basic value of the condominium, as reflected in Paragraph 6 of this Master Deed, and by all lien holders of record; which agreement shall be acknowledged and recorded in the Register of Deeds and termination shall be effective as of recording date. Following termination, the property may be judicially partitioned and sold upon the petition of any unit owner, but if owners representing 75% of the total basic value of the condominium, as reflected in Paragraph 6 of this Master Deed, agree in writing to sell or otherwise dispose of the condominium property, then all unit owners shall be bound to execute such deeds or other documents reasonably necessary to effect such sale or disposition when and as required by the Board of Directors of the Association. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition.

i. Household pets within the condominium will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time to time. Awnings, outside P.V. antenna, storage of boats, campers, trailers or similar items shall all be subject to regulation, restriction, exclusion and special assessment by the Association. Uses of the common elements for other than recreational purposes is prohibited. The keeping of livestock or poultry upon the common elements or in any unit is prohibited. All garage doors must remain closed at all times except when cars are entering or exiting the garage space. No garbage cans or trash receptacles are to be permitted outside. Private barbecue grills may not be used in the common areas, and outside use or storage of barbecue grills will be subject to regulation,

elements appurtenant thereto shall be deemed a parcel and subject to separate assessment and taxation.

9. Developer reserves the right to establish easements, reservations, exceptions and exclusions consistent with the condominium ownership of the property regime and for the best interests of all of the condominium unit owners, including Developer, in order to serve the entire condominium property regime, and to supplement or amend this Declaration or the attached By-Laws until June 30, 1976, or until Developer releases control of the Association, whichever first occurs; provided any such supplement or amendment shall be approved by all existing mortgage holders of record, in writing.

10. 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 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 and for emergency repairs to any part of the condominium property.

11. All notices required hereby shall be in writing and sent by certified or registered mail -- return receipt requested:

a. To an owner: at his last-known address on the books of the Association;

b. To the condominium or the Association: at the registered office of the Association.

EXECUTED the date first above written.

Donald L. Darst, Trustee  
Donald L. Darst, Trustee

STATE OF NEBRASKA )  
                              ) SS.  
COUNTY OF DOUGLAS )

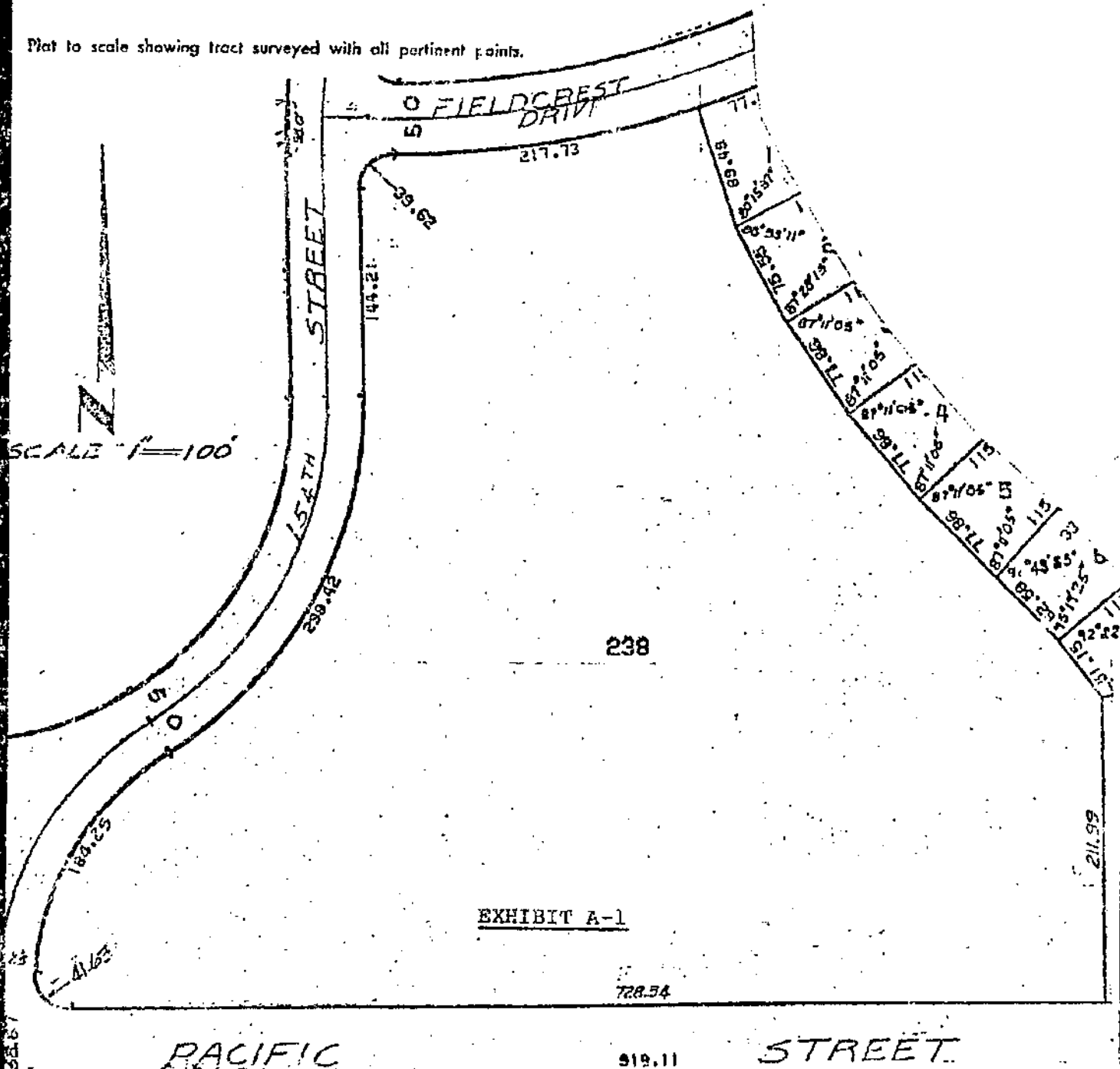
On this 27<sup>th</sup> day of February, 19 73, before me, the undersigned, a Notary Public, duly commissioned and qualified in said county, personally came DONALD L. DARST, Trustee, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

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

LOT 23B PIEDMONT A SUBDIVISION IN DOUGLAS COUNTY NEBRASKA.

Plat to scale showing tract surveyed with all pertinent points.



BY-LAWS

1. By-Laws. These are the By-Laws of Piedmont Townhomes Association, Inc., a Nebraska non-profit corporation with its registered office at 5074 South 107th Street, Omaha, Nebraska. These are also the By-Laws of Piedmont Townhomes Condominium Property Regime No. 1, a Nebraska condominium property regime.

2. Seal. The corporate seal shall bear the name of the corporation and the words "Omaha, Nebraska, Corporate Seal."

3. Members. This corporation has been organized to provide a means of management for Piedmont Townhomes, a Nebraska condominium property regime in Douglas County, Nebraska. Membership in the Association is automatically granted and restricted to record owners of apartments in said condominium regime. The vote on behalf of an apartment shall be in person by the record owner thereof, but if an apartment is owned by more than one person or by a corporation or other entity, such vote shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. No other form of proxy voting will be permitted. Each apartment shall be entitled to a percentage vote equaling the percentage ownership of the general common elements as set forth in Paragraph 6 of the Master Deed creating the condominium regime.

4. The Annual Members' Meeting will be held on the 30th day of June of each year at 6:00 P.M. at the Landmark Real Estate Company office at 5074 South 107th Street, Omaha, Nebraska for the purpose of electing a Board of Administrators and transacting any other business that may come before the meeting. No notice of annual meetings need be given.

5. Special Members' Meetings may be called by the President or Vice President or by a majority of the Board of Administrators and must be called upon receipt of written request from members holding at least 66-2/3% of the total basic value of the condominium regime using the percentages set forth in Paragraph 6 of the Master Deed. Notice of special meetings shall be given by ten days' written notice delivered or mailed to each apartment. Notices may be waived either before or after the meeting.

6. The President shall preside over members' meetings, and the Secretary shall keep the minute book wherein the resolutions shall be recorded.

7. A Quorum for members' meetings shall consist of persons owning a majority of the total basic value of the condominium regime, but a meeting consisting of less than a quorum may by majority vote adjourn the meeting from time to time without further notice. The affirmative vote of persons owning a majority of the total basic value of the condominium shall be required to adopt a decision on the part of the members.

8. The Affairs of the Association shall be managed

may be filled by the members. The term of each Administrator shall be until the next annual meeting of the members or until his successor is duly elected and qualified. A majority of the Administrators shall constitute a quorum, and a majority vote of Administrators present at a meeting comprising a quorum shall constitute the act of the Administrators. The Board of Administrators shall have authority for the care, upkeep and surveillance of the condominium buildings and its general common elements or services and also the designation and dismissal of the personnel necessary for the works and the general common services of the buildings. Compensation of Administrators and of employees of the Association shall be fixed by the Board of Administrators. An Administrator may be an employee of the Association, and a contract for management of the condominium may be entered into with an Administrator.

9. The Annual Meeting of Administrators shall immediately follow the annual meeting of members. No notice of an annual meeting shall be required. Special meetings of Administrators may be called by the President or by a majority of the Administrators upon 24 hours' prior notice of the meeting given personally or by mail, telephone or telegraph.

10. The Officers of the corporation shall be elected by the Administrators. Compensation of officers shall be fixed by the Administrators. Any person may hold two or more offices, but no one person shall hold the office of President and Secretary. The officers of the Association shall consist of a President, Vice President, Secretary and Treasurer and such additional officers as the Administrators shall deem necessary from time to time.

a. The President (or the Vice President in the absence or disability of the President) shall be the chief executive officer of the company; shall preside at meetings of members and Administrators; shall execute all contracts and instruments; shall have general management of corporate affairs and shall carry out all orders of the Board of Administrators.

b. The Secretary shall record the minutes of meetings of Administrators and members, shall have custody of the corporate seal and affix it to such instruments as are authorized by the Administrators, and shall perform such other duties prescribed by the President or the Administrators.

c. The Treasurer shall have custody of corporate funds and securities; shall account for all corporate receipts and disbursements, and shall perform such other duties prescribed by the President or the Administrators.

11. Budget. The Board of Administrators shall adopt a budget for each fiscal year, beginning on July 1st and ending on the next June 30th, which shall include the estimate of funds required to defray common expenses in the coming fiscal year and to provide funds for current expenses, reserves



structures built as part of the common elements if such enlargement or additional construction costs more than \$10,000.00 during a single fiscal year, unless and until such proposal is approved in writing by owners representing at least 75% of the total basic value of the condominium as set forth in Paragraph 6 of the Master Deed, and until a proper amendment to the Master Deed has been executed, acknowledged and recorded.

12. Annual Assessments. The first annual assessment against each unit owner shall not be levied by the Association until July 1, 1973. The annual assessment to each owner shall be divided as evenly into twelve monthly payments as possible with the first monthly payment to include the remainder after division. These monthly payments shall become due and payable upon the 15th of July and the 15th of each month thereafter during the fiscal year. From and after July 1, 1973, annual assessments shall be levied for each fiscal year from July 1 through June 30 of each year. Annual assessments shall be made by the Board of Administrators against each unit owner on or before July 1 preceding the year for which the assessments are made. The assessment to be levied against each apartment shall be such apartment's pro-rata share of the total annual budget based upon the percentage of such apartment's basic value as set forth in the Master Deed establishing the condominium. If any member shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the member in his apartment and the administrators may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and lien instruments. Assessments delinquent more than thirty days after the due date shall bear interest at the highest legal rate from the due date until paid. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due and payable.

The Administrators of the Association may arrange to have all assessments in this Paragraph or in Paragraph 13, below, paid to an escrow fund to be held and managed by a bank or savings and loan association. In such event all owners shall be required to arrange for automatic withdrawal of said assessments from their checking accounts and automatic deposits of said funds to the escrow account.

13. Monthly Assessments Until July 1, 1973. From and after the date of the closing of the sale of a condominium unit to an owner, the owner shall pay the amount shown below per month to the Association in lieu of an annual assessment as provided in Paragraph 12, above. Such monthly assessments shall not be increased and will cease to be levied against the units upon the establishment of an annual assessment, as provided in Paragraph 12, above, on July 1, 1973. These monthly assessments shall become due upon the 15th of each month after closing, provided that the amount thereof should be prorated from the date of closing taking into account those days during the month of closing during which the condominium unit was in possession of the developer.

<u>TOWNHOUSE NUMBER</u>	<u>MONTHLY ASSESSMENT</u>	<u>TOWNHOUSE NUMBER</u>	<u>MONTHLY ASSESSMENT</u>
14	37.51	36	40.89
15	33.49	37	40.89
16	33.00	38	40.89
17	33.00	39	40.89
18	33.49	40	40.89
19	37.51	41	40.89
20	33.49	42	40.89
21	37.51	43	40.89
22	33.49	44	40.89

14. Special Assessments. Special assessments may be assessed and levied against each unit, in addition to the annual or monthly 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 Master Deed and these By-Laws. Where no provision is applicable, the discretion of the Board of Administrators shall control.

Special assessments shall be due and payable thirty days after the assessment is levied against the owners and notice thereof has been given, and special assessments not paid within thirty days thereafter shall be treated according to the interest and lien provisions of Paragraph 12 above.

15. Insurance. Insurance policies upon the condominium property including the structure but excluding the furnishings of individual apartments shall be purchased by and in the name of the Association for the benefit of the Association and the apartment owners as their interests may appear. Provision shall be made (if possible) for the issuance of certificates of insurance to holders of first mortgages upon individual apartments. The insurance shall cover all buildings and improvements upon the land and all personal property included in the general common elements in an amount equal to the full insurable value thereof (excluding foundation, walks, drives and excavation costs) as determined annually by the Association, but with co-insurance clauses being permitted. Such coverage shall afford protection against loss by fire and extended coverage hazards. In addition, insurance shall be procured for workmen's compensation coverage, and at least \$100,000/\$300,000 B.I. and \$50,000 P.D. public liability insurance covering the common elements and such other insurance as the Association may deem advisable from time to time. Insurance premiums shall be deemed common element expense. The Association is hereby irrevocably appointed agent for each apartment owner and his mortgagee to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims without joinder by the owner or his mortgagees. All insurance proceeds shall be applied by the

insurance, the owners may, by unanimous resolution adopted after the date of loss, elect not to repair the damage. In cases of over-insurance, any excess proceeds of insurance received shall be credited to the common element working fund. Each unit owner may obtain additional insurance at his expense.

16. Inspection. The Board of Administrators shall have the right of access to each apartment at all reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any common elements accessible from within any apartment, and to insure compliance by the owner with all of the owner's duties under the condominium regime.

17. Amendment. These By-Laws and the system of administration set out herein may be amended by owners representing at least 75% of the total basic value of the condominium regime as set forth in Paragraph 6 of the Master Deed, but each such amendment shall embody all of the required provisions set forth in 76-815, R.R.S. Such amendment shall be executed and acknowledged by the President and attested by the Secretary of the Association and shall be operative upon the recording of such amendment in the Office of the Register of Deeds of Douglas County, Nebraska in the same manner as the Master Deed and the original By-Laws.

EXECUTED this 27th day of February, 1973.

Donald E. Darst, Trustee  
Donald E. Darst, Trustee

33 *[Handwritten]*  
RECEIVED  
FEB 27 PM 3 37

THE STATE OF NEBRASKA }  
Douglas County }  
Entered in Numerical Index and filed  
for Record in the office of the Register of  
Deeds of said County and recorded in  
Book 1474 of Deeds  
Page 219

C. Harold Cotton  
Register of Deeds

By \_\_\_\_\_  
Deputy

MAIL

179-905

N \_\_\_\_\_ G.P.H.-P.G.

Compared \_\_\_\_\_ Fee 44.25

AMENDMENT TO MASTER DEED  
CREATING  
PIEDMONT TOWNHOMES

WHEREAS, the Master Deed creating Piedmont Townhomes Condominium Property Regime No. 1, was filed with the Register of Deeds of Douglas County, Nebraska on February 27, 1973, at Book 1474, Page 219 of the Deed Records;

WHEREAS, attached thereto as a portion thereof and marked as Exhibit B were the By-Laws of said Regime and of Piedmont Townhomes Association, Inc., a Nebraska non-profit corporation established for the purpose of managing, maintaining and governing said Regime;

WHEREAS, the Board of Directors has adopted a Resolution amending said By-Laws consented to by the owner representing more than 75% of the total basic value of said Regime, all as set forth in Paragraph 17 of said By-Laws and Paragraph 9 of said Master Deed; and

WHEREAS, this document embodies the amendment so adopted, and has been executed and acknowledged by the President and attested to by the Secretary of said corporation;

NOW, THEREFORE, the Master Deed creating Piedmont Townhomes Condominium Property Regime No. 1 and the By-Laws of said Association are amended to read as follows:

I. PARAGRAPH 8 OF EXHIBIT B OF THE  
MASTER DEED AND THE BY-LAWS  
SHALL READ:

8. The Affairs of the Association shall be managed by a Board of three Administrators (also known as Directors) elected by the members at each annual meeting of the members. Vacancies occurring in the Board shall be filled by the remaining Administrators. Notwithstanding the foregoing, until June 30, 1976 or until Donald L. Darst, Trustee, as Developer, elects in writing to waive his right to elect the Administrators (whichever shall first occur) the Administrators of the Association shall be elected solely by Donald L. Darst, Trustee. After relinquishment of control by the Developer, any Administrator may be removed by a majority vote of the members, and the vacancy thus created may be filled by the members. The term of each Administrator shall be until the next annual meeting of the members or until his successor is duly elected and qualified. A majority of the Administrators shall constitute a quorum, and a majority vote of Administrators present at a meeting comprising a quorum shall constitute the act of the Administrators. The Board of Administrators shall have authority for the care, upkeep and surveillance of the condominium buildings and its general common elements or services and also the designation and dismissal of agents, the personnel necessary for the works and the general common services of the buildings. Reasonable compensation of the agents and employees of the

until waiver by the Developer of his right to control the affairs of the Association, whichever shall first occur, the Administrators shall receive no salary for that position. However, the Association will enter into a management agreement with Landmark Realty Company, a Nebraska corporation in which the Administrators have an interest, whereby that Company shall manage the upkeep, maintenance and repair of all condominium property for which it shall receive a reasonable management fee. The management agreement shall terminate on June 30, 1976, or upon waiver by the Developer of his right to control the affairs of the Association, whichever shall first occur. The Administrators shall obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a common expense.

II. PARAGRAPH 12 OF EXHIBIT B OF THE  
MASTER DEED AND THE BY-LAWS SHALL  
READ:

12. Annual Assessments. The first annual assessment against each unit owner shall not be levied by the Association until July 1, 1973. The annual assessment to each owner shall be divided as evenly into twelve monthly payments as possible with the first monthly payment to include the remainder after division. These monthly payments shall become due and payable upon the 15th of July and the 15th of each month thereafter during the fiscal year. From and after July 1, 1973, annual assessments shall be levied for each fiscal year from July 1 through June 30 of each year. Annual assessments shall be made by the Board of Administrators against each unit owner on or before the July 1 beginning of the year for which the assessments are made. The assessment to be levied against each apartment shall be such apartment's pro-rata share of the total annual budget based upon the percentage of such apartment's basic value as set forth in the Master Deed establishing the condominium. If any member shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the member in his apartment and the Administrators may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and lien instruments. Assessments delinquent more than thirty days after the due date shall bear interest at the highest legal rate from the due date until paid. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due and payable. Notwithstanding anything to the contrary herein stated, the annual assessment levied for the year July 1, 1973, through June 30, 1974, shall not exceed twelve times the monthly assessment provided in Paragraph 13, below, plus ten percent (10%) thereof. In any subsequent year, annual assessments may not be increased more than thirty percent (30%) above the preceding year's annual assessment without the prior consent of owners representing 66 2/3% of the total basic value of the

III. PARAGRAPH 15 OF EXHIBIT B OF THE  
MASTER DEED AND THE BY-LAWS SHALL  
READ:

15. Insurance. Insurance policies upon the condominium property including the structure but excluding the furnishings of individual apartments shall be purchased by and in the name of the Association for the benefit of the Association and the apartment owners as their interests may appear. Provision shall be made (if possible) for the issuance of certificates of insurance to holders of first mortgages upon individual apartments. The insurance shall cover all buildings and improvements upon the land and all personal property included in the general common elements in an amount equal to the full insurable value thereof (excluding foundation, walks, drives and excavation costs) as determined annually by the Association, but with co-insurance clauses being permitted. Such coverage shall afford protection against loss by fire and extended coverage hazards. In addition, insurance shall be procured for workmen's compensation coverage, and at least \$100,000/\$300,000 B.I. and \$50,000 P.D. public liability insurance covering the common elements and such other insurance as the Association may deem advisable from time to time. Insurance premiums shall be deemed common element expense. The Association is hereby irrevocably appointed agent for each apartment owner and his mortgagee to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims without joinder by the owner or his mortgagees. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds of the value of the buildings and improvements. In such case, and unless otherwise agreed upon in writing by owners representing 75% of the total basic value of the condominium within 120 days after such damage or destruction, the condominium regime is deemed to have been waived, and the property shall be subject to a partition action and may be sold and the proceeds, along with the insurance indemnity, if any, shall be delivered to the owners in accordance with their percentage interest specified in the Master Deed. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a common element expense to be assessed and collected by the Association from the owners; provided, however, that in such case of under-insurance, the owners may, by unanimous resolution adopted after the date of loss, elect not to repair the damage. In cases of over-insurance, any excess proceeds of insurance received shall be credited to the common element working fund. Each unit owner may obtain additional insurance at his expense. Any policy of physical damage insurance obtained by the Association or a unit owner as above-provided shall contain waivers of subrogation and waivers of any defense based on coinsurance or of invalidity arising from any acts of the insured.

Piedmont Townhomes Association, Inc.

BY

*Frank R. K...*

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 12<sup>th</sup> day of March, 19 73,  
before me, a Notary Public duly commissioned and qualified  
in and for said County, personally came Frank R. Kaeje,  
President of Piedmont Townhomes Association, Inc., to me  
personally known to be the President and identical person  
who signed the foregoing instrument, and acknowledged the  
execution thereof to be his voluntary act and deed as such  
officer and the voluntary act and deed of said corporation.

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



JOAN HALL  
GENERAL NOTARY, State of Nebraska  
My Commission Expires  
February 14, 1977

Joan Hall  
Notary Public

THE STATE OF MISSISSIPPI } ss.  
 Leflore County  
 Entered in the office of the Register of  
 Deeds of said County and recorded in  
 Book 579 of page  
 Page 661  
*Charles Cotton*  
 Register of Deeds  
 Deputy  
 BY                       
 Clerk  
 N 81-3857 G.P.N.P.B.  
 Entered Feb 13 1880

81 - 385 -

BOOK 525 PAGE 519

AMENDMENT TO MASTER DEED  
CREATING  
PIEDMONT TOWNHOMES  
CONDOMINIUM PROPERTY REGIME NO. 1

WHEREAS, the Master Deed creating Piedmont Townhomes Condominium Property Regime No. 1 was filed with the Register of Deeds of Douglas County, Nebraska on February 27, 1973, at Book 1474, Page 219 of the Deeds Records;

WHEREAS, said Master Deed referred to Exhibit "C", which exhibit included the building plans for improvements upon said property regime;

WHEREAS, said Exhibit "C" was erroneously not filed at the time said Master Deed was filed;

WHEREAS, the Board of Directors of Piedmont Townhomes Association, Inc., a Nebraska nonprofit corporation, has adopted a Resolution amending said Master Deed consented to by the owner representing more than 75% of the total basic value of said Regime, all as set forth in Paragraph 17 of the By-Laws of said corporation and Paragraph 9 of said Master Deed;

WHEREAS, this document embodies the amendment so adopted, and has been executed and acknowledged by the President and attested to by the Secretary of said corporation;

NOW, THEREFORE, the Master Deed creating Piedmont Townhomes Condominium Property Regime No. 1 is amended as follows:

I. This amendment incorporates the text of said



Master Deed, said Exhibit constituting the building plans for said Condominium Regime.

PIEDMONT TOWNHOMES ASSOCIATION, INC.

By Frank R. Krejci  
Frank R. Krejci, President

ATTEST: Peter D. Knott  
Peter D. Knott, Secretary

STATE OF NEBRASKA       )  
                              )  
                              ) SS.  
COUNTY OF DOUGLAS     )

On this 13<sup>th</sup> day of August, 1973, before me a Notary Public duly commissioned and qualified in and for said County, personally came Frank R. Krejci, President of Piedmont Townhomes Association, Inc., to me personally known to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed of said corporation.

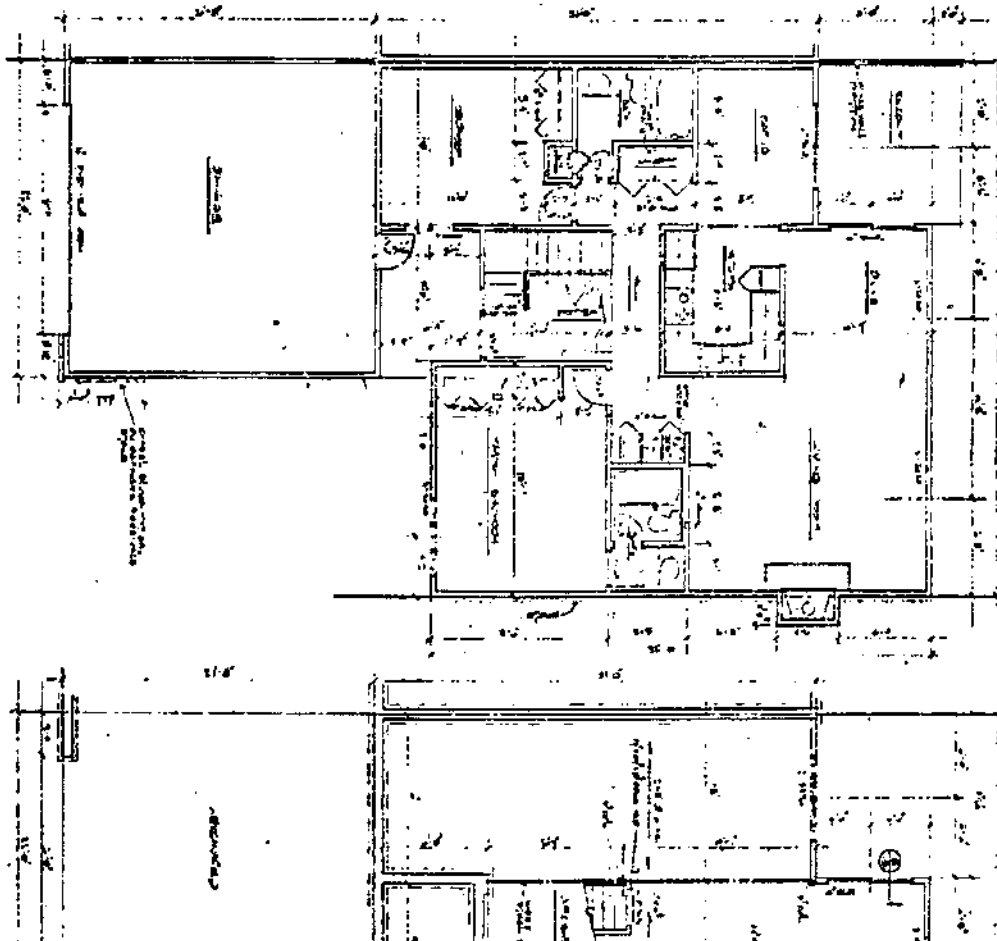
Witness my hand and notarial seal the day and year last above written.



David K. Karnes  
Notary Public

ROOM 525  
PLAN

ROOM 525  
PLAN



ENCL C  
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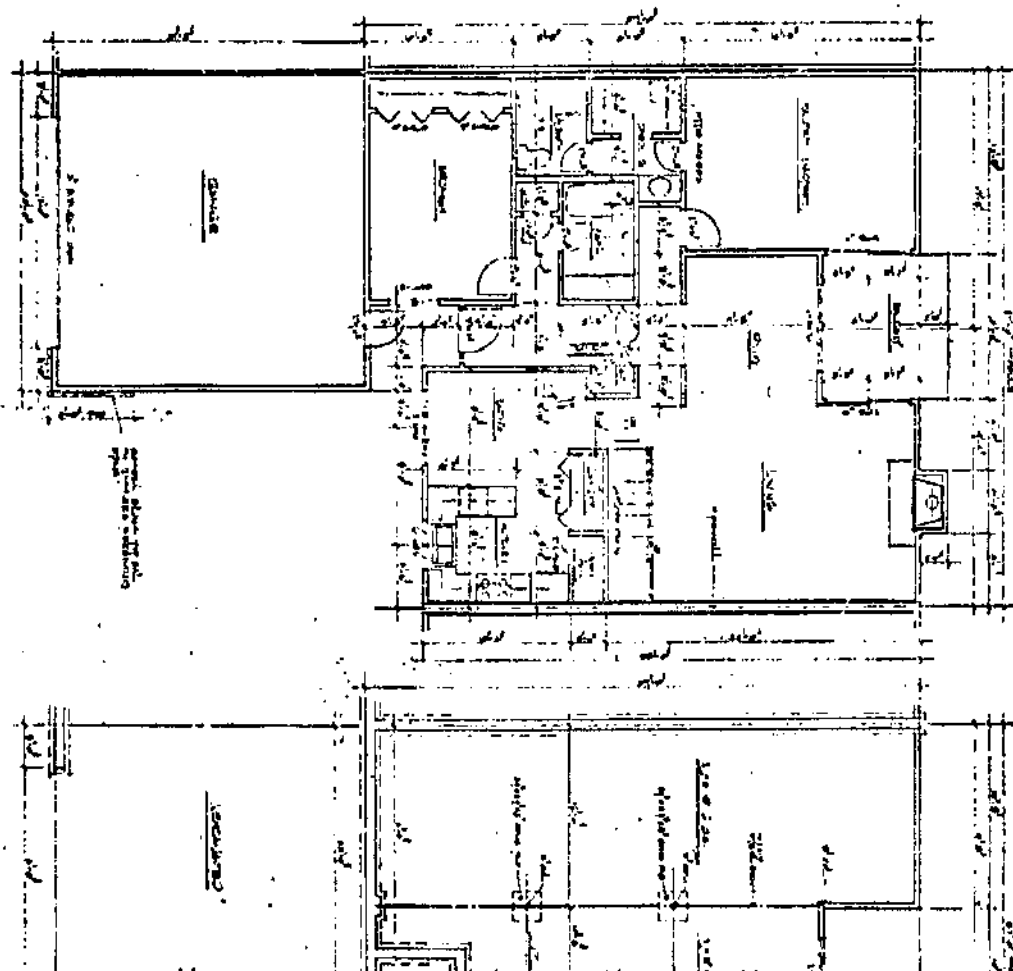


EXHIBIT C  
 Pg. 7 of 8

**FOUR** **NO** **NUMBER** **FILE**

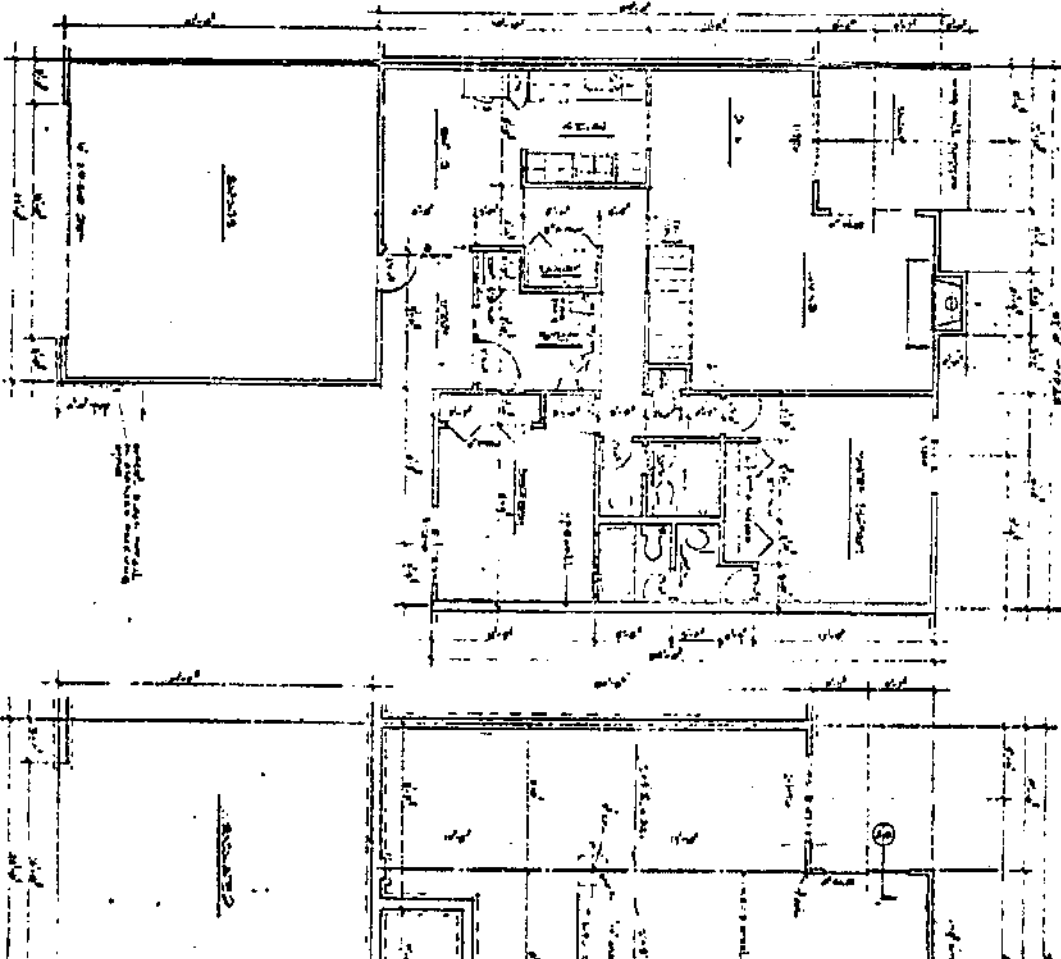


Exhibit C  
Page 5 of 8

*[Handwritten signature]*

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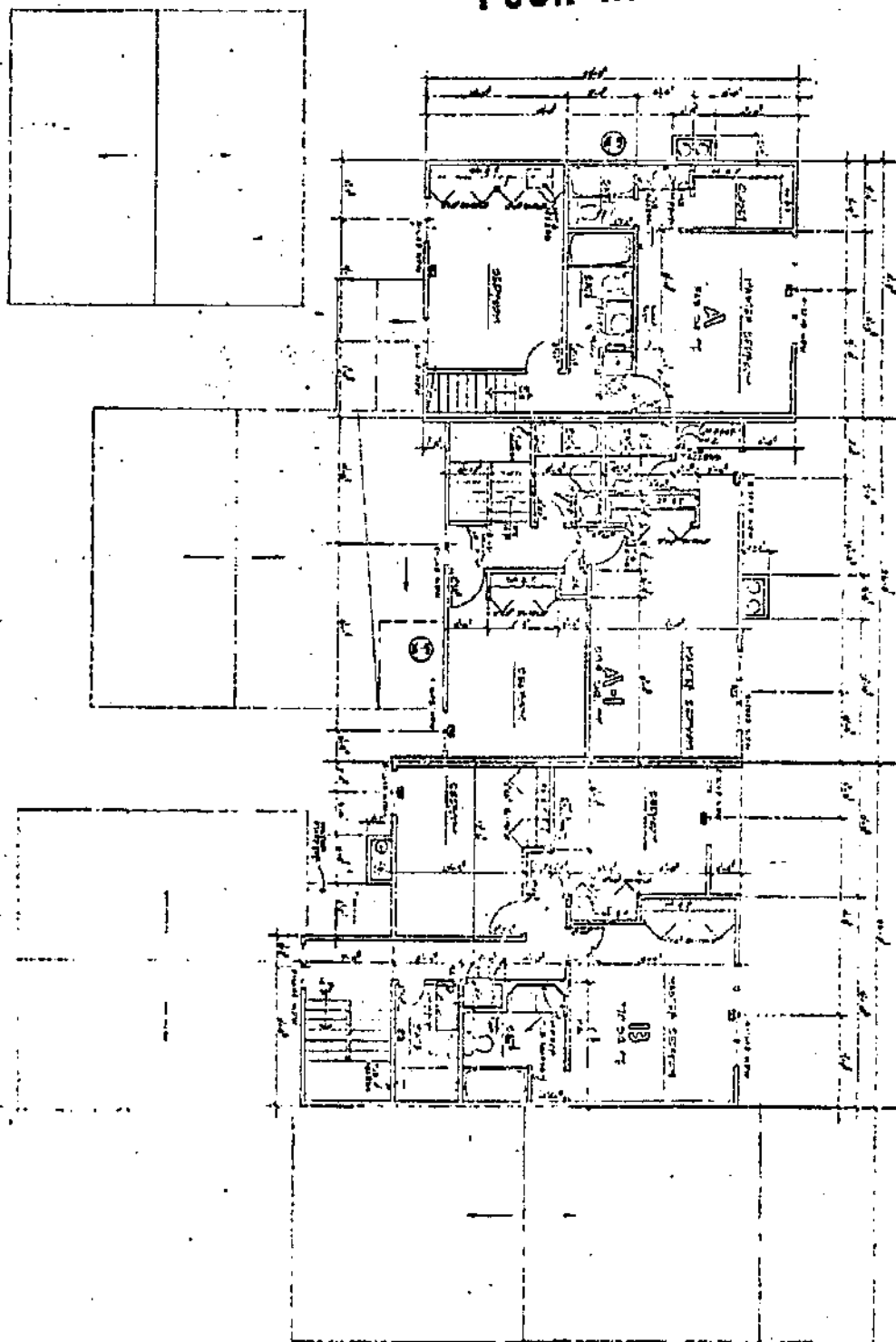
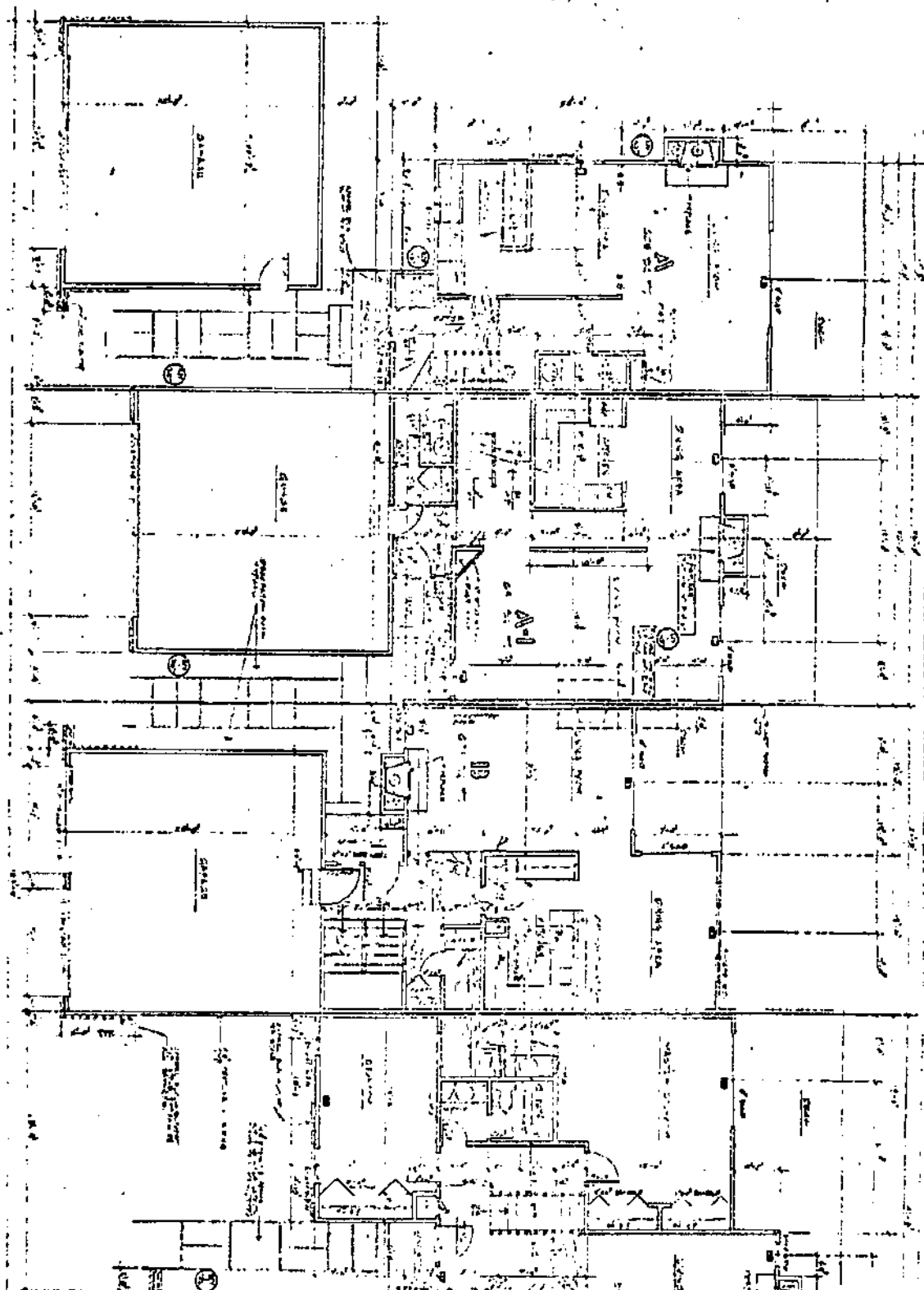


Exhibit C  
Page 518

SECOND FLOOR PLAN  
W. H. (North Arrow) 20.8: 14.0: 10.0:



Roll 1 C  
Pg 4 of 6

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# FOUR INCIDENTS

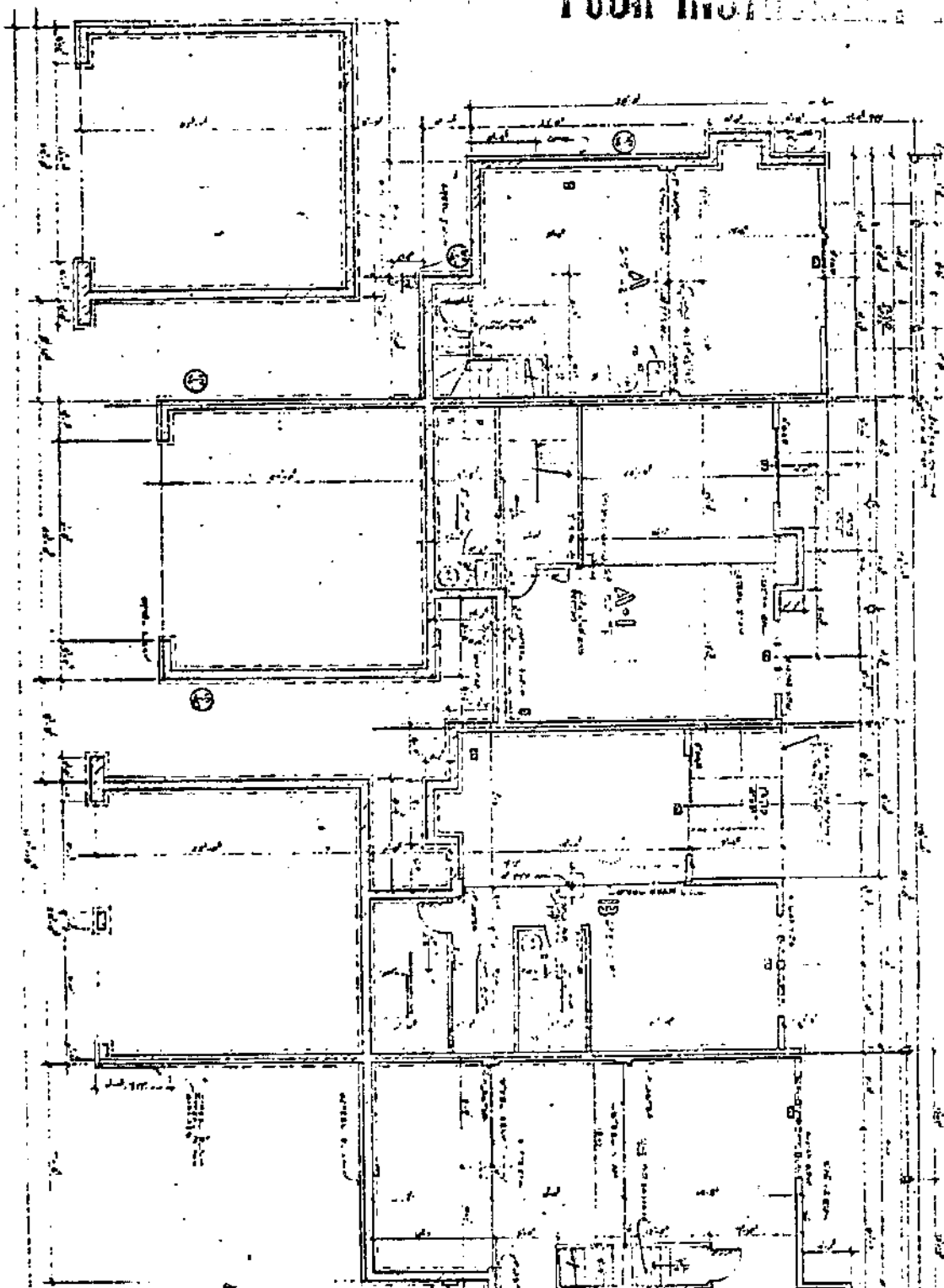
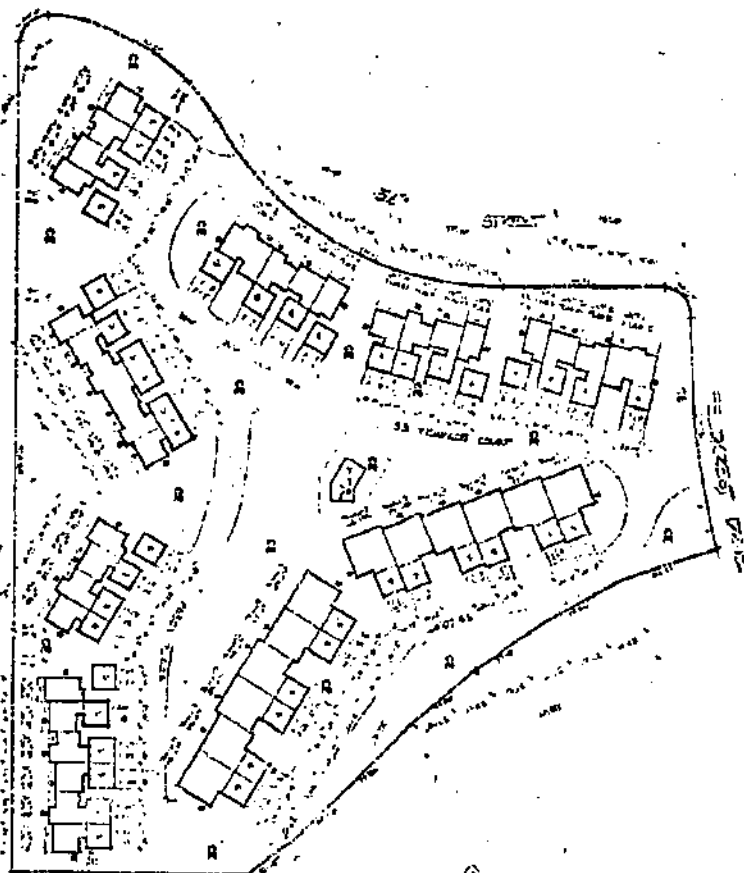


Exhibit C  
Page 3 of 3

CONFIDENTIAL - SECURITY INFORMATION  
DO NOT DISCLOSE TO THE PUBLIC  
DATE: 10/10/2000

FOOT PRINT

1st FLOOR PLAN - REGIME NO. 1



Sheet C  
Pyramid

KEY

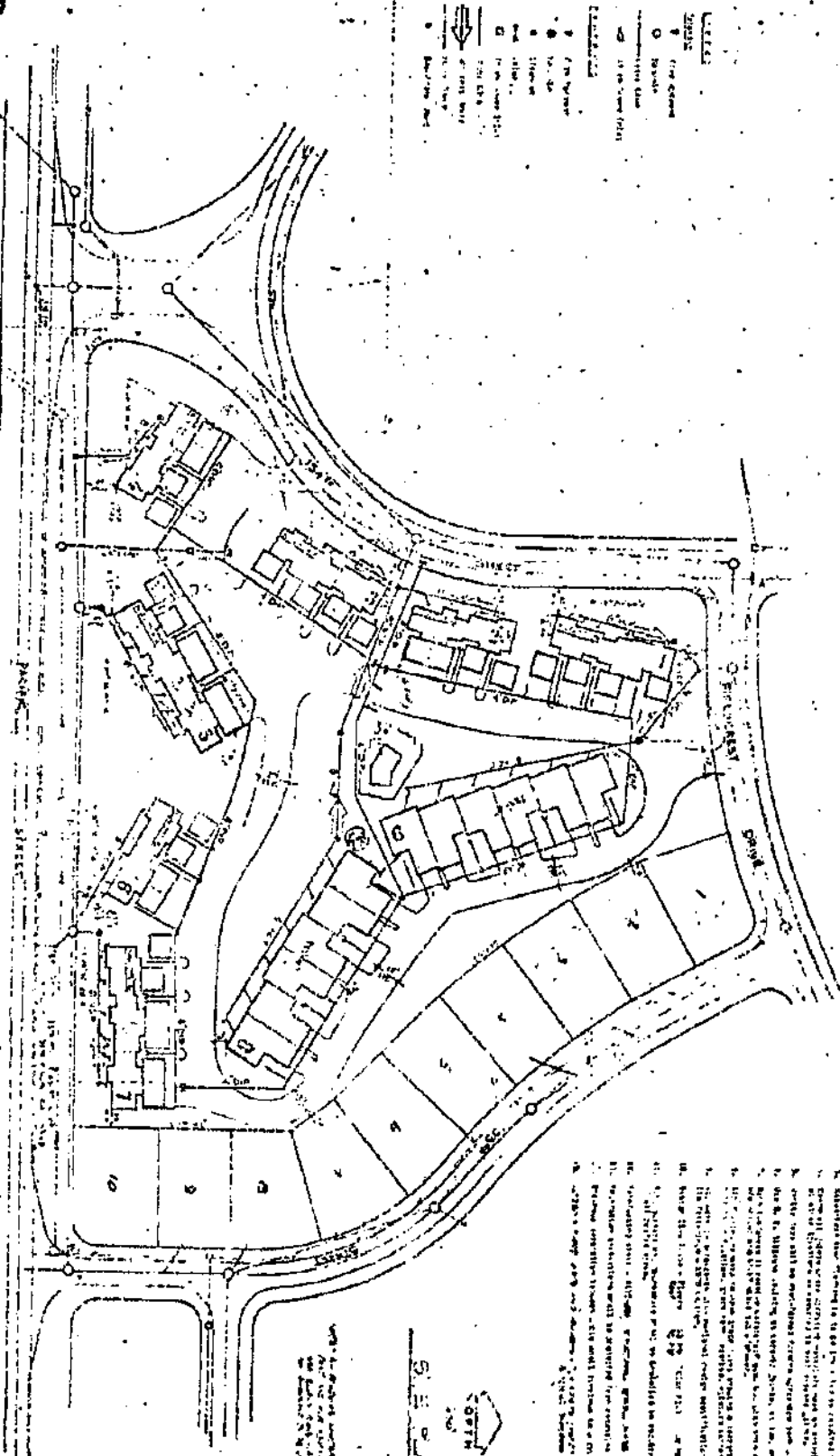
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- 2 AIRPORT
- 3 UNIT NAME
- 4 DECK
- 5 A-B CORRIDOR
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PROPERTY A  
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100% INCORPORATED

[illegible]

**NOTES**

Amesbury  
Feb. 14 1883

AMENDMENT TO  
MASTER DEED AND BY-LAWS  
CREATING PIEDMONT  
TOWNHOMES CONDOMINIUM PROPERTY  
NO. 1

WHEREAS, the Master Deed creating Piedmont Townhomes Condominium Property Regime No. 1 was filed with the Register of Deeds of Douglas County, Nebraska, on February 27, 1973, in Book 1474, at Page 219 of the Deed Records;

WHEREAS, attached thereto as a portion thereof and marked as Exhibit "A" was an overall plot plan of said Regime;

WHEREAS, attached thereto as a portion thereof and marked as Exhibit "B" were the By-Laws of the Regime and of Piedmont Townhomes Association, Inc., a Nebraska non-profit corporation established for the purpose of managing, maintaining and governing said Regime;

WHEREAS, attached thereto as a portion thereof and marked as Exhibit "C" were the building plans and specifications for the Regime;

WHEREAS, the Board of Administrators has adopted Resolutions as follows: (1) electing to be governed under R.R.S. Neb. 76-801 et. seq., as amended; (2) deleting that real estate and those units described on Schedule "A", attached hereto and by this reference made a part hereof, from the Regime; and (3) adopting the amendments to the Master Deed, and Exhibits "A", "B", "C" and "D" attached thereto, as embodied in this Amendment document;

WHEREAS, three-fourths (3/4) of the Owners have approved and adopted said Resolutions and Amendments in writing

BOOK 578 PAGE 232

MASTER DEED

CREATING

PIEDMONT TOWNHOMES CONDOMINIUM

PROPERTY REGIME NO. 1

THIS MASTER DEED AND DECLARATION made this 27th day of February, 1973, by Donald L. Darst, Trustee, (herein called "Developer"), for himself, his heirs, grantees and assigns;

W I T N E S S E T H :

I. PURPOSE AND NAME

The purpose of this Master Deed is to submit the lands described and the improvements built thereon to the condominium form of ownership and use in the manner provided by Sections 76-801 through 76-823, R.R.S. Nebraska, as amended (herein called "Condominium Act"), and the name by which this condominium is to be identified is Piedmont Townhomes Condominium Property Regime No. 1.

II. INVOLVED PROPERTY

The real estate hereby subjected to the condominium regime is described as follows:

All of Lot 238, Piedmont, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, except that part of Lot 238 described as follows:

That part of Lot 238, Piedmont, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, described as follows: Beginning at the S.E. corner of said Lot 238; thence N 00° 07' 22" E (Assumed bearing) on the Easterly line of said Lot 238, 211.99 feet; thence N 37° 01' 33" W on the Easterly line of said Lot 238, 51.15 feet; thence N 44° 43' 09" W on the Easterly line of said Lot 238, 140.44 feet; thence N 39° 05' 19" W on the Easterly line of said Lot 238, 34.00 feet; thence S 50° 54' 41" W, 230.49 feet; thence S 00° 07' 22" W, 232.97 feet to a point on the South line of said Lot 238

III. DEFINITIONS

Except as hereinafter noted, the definitions set forth in Section 76-802, R.R.S. Nebraska shall govern this Master Deed and the By-Laws, attached hereto as Exhibit "B" and by this reference incorporated herein.

a. "Apartment" shall mean and include: all airspace in basements, rooms, attics and garages, whether attached or unattached; interior walls, floors, ceilings; air conditioning compressors or units; permanent gas, charcoal burning or electric barbecue grills; screening, window glass, exterior and interior doors and garage windows, screening and doors; all appliances and fixtures located within the boundaries of the apartment; and all utility service lines from the point where they first enter the air space or fixtures in the apartment; but shall not include structural walls, common walls or roofs, except for the unit-side surfaces thereof, which shall be included in the definition "Apartment".

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; all exterior surfaces of all 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, structural walls, roofs, yards and gardens, drives, walks, parking areas and pool; all utility service lines located within the common elements to the point where they first enter the airspace or fixtures constituting a part of the apartment; 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: all patios, decks or garage drives delineated as appurtenant to each Unit, as shown on Exhibit "C", attached hereto and by this reference incorporated herein.

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

#### IV. DESCRIPTION OF REGIME

The condominium consists of a total of Twelve (12) buildings, Six (6) of which are garage buildings and Six (6) of which are unit buildings one to three (1-3) stories in height and which shall include basement areas.

The buildings contain a total of twenty-eight (28) units which may only be used for residential purposes. The condominium also includes attached and unattached automobile garages, parking areas, pool, gardens and landscaping. The total ground floor area of all building aggregates 37, 195 square feet and the total land area aggregates 199,601 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 "C".

#### V. EXTERIOR REPAIR

Each owner shall be responsible for the repair, maintenance and replacement of all exterior doors, including garage doors and the mechanical operators thereof, and window glass 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 expense.

#### VI. VALUES

The total value of the entire condominium regime is One Million Eighty-eight Thousand Four Hundred Dollars (\$1,088,400.00), 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 on Exhibit "D", attached hereto and by this reference made a part hereof.

a. Piedmont Townhomes Association, Inc., a Nebraska non-profit corporation, has been incorporated to provide a vehicle for the management of the condominium. 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 "B".

b. All 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 except as provided in Article X hereof. 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. Assessment 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) to maintain, repair and replace, at his expense, all portions of his apartment which are not included in the definition of general or limited common elements.

(2) to refrain from painting, decorating or changing the appearance of any portion of the apartment.

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 VI of this Master Deed, may at any time in writing duly acknowledged and recorded affect 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 mortgagees of record upon the date of adoption of said modification; Provided, further, that Developer may annex additional real property located within the boundaries of Lot 238, Piedmont, a Subdivision in Douglas County, Nebraska, as hereinafter provided, if he has the prior approval of the Board of Administrators of the Association.

g. This condominium regime may be terminated or waived only in accordance with the provisions applicable thereto as provided in the By-Laws attached hereto as Exhibit "B".

h. Household pets within the condominium will 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 unit is prohibited. All garage doors must remain closed at all times except when cars are entering or exiting the garage space. Individual garbage cans or trash receptacles are to be permitted outside only in areas designated therefor by the Board of Administrators of the Association. Private barbecue grills may not be used in the general common areas, and outside use or storage of barbecue grills will be subject to regulation, 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 Association Rules and Regulations, duly enacted, shall be collected as determined by the Board of Administrators.

IX. RESERVATION IN DEVELOPER

Developer reserves the right to establish easements, reservations, exceptions and exclusions in relation to the remainder of Lot No. 238, Piedmont not now in the regime consistent with the condominium ownership of the property regime and for the best interests of all of the condominium unit owners, including Developer, in order to serve the entire condominium property regime, including the property subject to annexation, as hereinafter set forth. Developer reserves, and each owner hereby grants unto Developer, the right to annex additional real estate within the boundaries of Lot No. 238, Piedmont, into the condominium regime; Provided: that such real estate shall include improved units constructed in conformity with the construction of existing units; that such unit or units annexed shall be valued at the same value as units of comparable size and design already existing within the condominium regime; that the Developer shall have the prior written approval of the Board of Administrators to such annexation, which consent shall not be unreasonably withheld by the Board; and that the annexation of the common area reasonably surrounding said unit and of the entire building within which it is located. The costs of such annexation shall be borne by the Developer.

X. 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 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 and for emergency repairs to any part of the condominium property. Further, Developer reserves, and each owner hereby grants to Developer, his heirs, grantees, successors and assigns, a perpetual easement for access, ingress and egress from and to the remainder of Lot 238, Piedmont, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, to public streets and right of way through, over and under such private drives as are now located or hereinafter located upon the regime, and for the maintenance, repair and reconstruction of utility services as the same shall now exist or hereafter be reconstructed upon the regime; Provided that such easements are the sole access to the parcel and are confined to non-interference with the structural elements of any building upon the regime and Developer covenants that easements



a. To an owner: at his last known address on the books of the Association;

b. To the Association; at the registered office of the Association.

XII. ASSIGNMENT

Developer shall be entitled to assign his rights and obligations hereunder to Frank R. Krejci and thereafter all rights, liabilities and obligations of Developer, whether heretofore or hereafter accruing, shall be the sole rights, liabilities and obligations of Frank R. Krejci.

XIII. AMENDMENTS

Except as above provide, this Master Deed shall not be amended except with the prior written consent of the owners of units representing seventy-five percent (75%) or more of the total basic value of the condominium regime, using the percentages set forth on Exhibit "D" to this Master Deed.

EXECUTED the date first above written.

/s/ Donald L. Darst, Trustee  
Donald L. Darst, Trustee

STATE OF NEBRASKA )

COUNTY OF DOUGLAS )

On this \_\_\_\_ day of \_\_\_\_\_, 197\_\_, before me, the undersigned, a Notary Public, duly commissioned and qualified in said county, personally came DONALD L. DARST, Trustee, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

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

Scale: 1" = 100'

Lot 238

Containing 2.29 Acres ±

Point of Beginning

Pacific

Street

Mason Street

Piedmont Townhomes  
Condominium Property

$S50^{\circ}54'41''W$   
230.49'

$N39^{\circ}05'19''W$   
34.00'

$N48^{\circ}43'59''W$   
140.44'

$N37^{\circ}01'35''W$   
51.15'

$S00^{\circ}07'22''W$   
232.97'

$N00^{\circ}07'22''E$   
211.99'

$S89^{\circ}52'35''E$   
330.00'

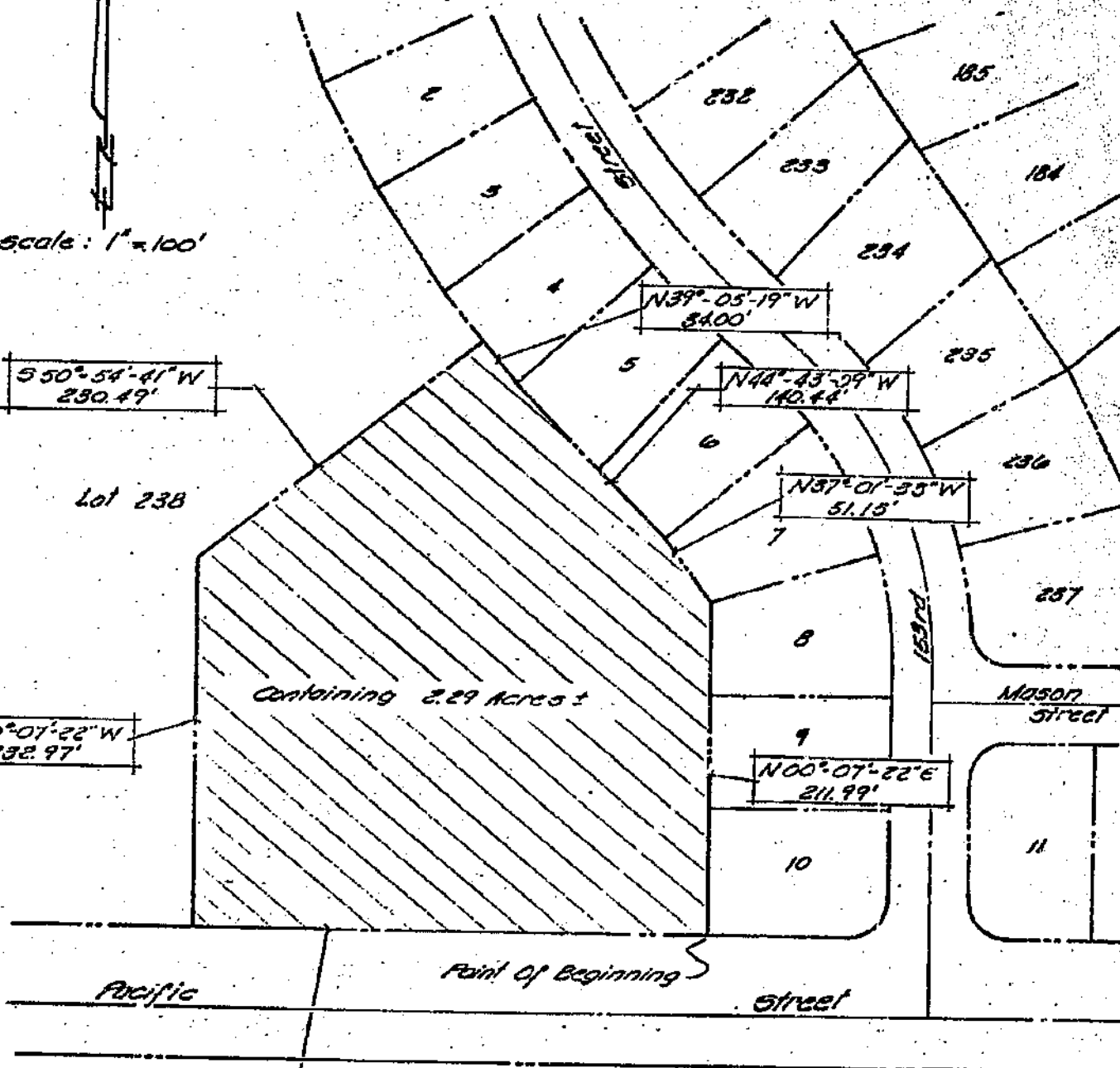


EXHIBIT "B"

BY-LAWS

OF PIEDMONT TOWNHOMES

CONDOMINIUM PROPERTY REGIME NO. 1

AND

PIEDMONT TOWNHOMES ASSOCIATION, INC.

ARTICLE I. BY-LAWS

Section 1. Description.

These are the By-Laws of Piedmont Townhomes Condominium Property Regime No. 1, a Nebraska condominium property regime. These are also the By-Laws of Piedmont Townhomes Association, Inc., a Nebraska non-profit corporation organized and established to govern the Condominium Regime.

Section 2. Seal.

The corporate seal shall bear the name of the Corporation and the words "Omaha, Nebraska, Corporate Seal".

Section 3. Membership.

This corporation has been organized to provide a means of management for Piedmont Townhomes Condominium Property Regime No. 1, a Nebraska condominium property regime in Douglas County, Nebraska. Membership in the Association is automatically granted and restricted to record owners of units in said Condominium Regime. The vote on behalf of a unit shall be in person by the record owner thereof, or by written proxy, but if a unit is owned by more than one person or by a corporation or other entity, such vote shall be cast, or proxy executed, by the person named in a certificate signed by all of the owners of the unit and filed with the Secretary of the Association. Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

Section 5. Application.

All present and future owners, mortgagees, lessees and occupants of condominium units and their employees, and any other persons who may use the facilities of the Regime in any manner are subject to these By-Laws, the Master Deed and the Rules and Regulations.

The acceptance of a deed or conveyance or mortgage, or the entering into of a lease or the act of occupancy of a condominium unit shall constitute an agreement that these By-Laws, the Rules and Regulations, and the provisions of the Master Deed, as they may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE II. UNIT OWNERSSection 1. Annual Members' Meetings.

Annual meetings of the members shall be held, upon notice, the 30th day of June of each year, unless such date shall occur on a Sunday or a legal holiday in the State of Nebraska, in which event, the meeting shall be held on the next succeeding business day. At such meetings, the Board of Administrators shall be elected by ballot of the unit owners in accordance with the requirements of Section 4 of Article III of these By-Laws.

Section 2. Special Members' Meeting.

Special meetings of the Association members may be called by the President or Vice-President or by a majority of the Board of Administrators and must be called upon receipt of written request from members holding a majority of the total basic value of the Condominium Regime, using percentages set forth in Exhibit "D" to the Master Deed. Notice of a special meeting shall state the time and place of such meeting and the purpose thereof. No business, except that stated in the notice, shall be transacted at the special meeting.

#### Section 4. Notice of Meetings.

It shall be the duty of the Secretary to mail or deliver a written notice of each annual or special meeting of the Association unit owners at least ten (10) but not more than fifty (50) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each unit owner of record, at his unit address or at such other address as such unit owner shall have designated by notice in writing to the Secretary. The mailing or delivery of a notice of meeting in the manner provided by this Section shall be considered service of notice.

#### Section 5. Order of Business.

The order of business at all meetings of the Association unit owners shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of Board of Administrators.
- (f) Reports of committees.
- (g) Election of inspectors of election (when so required).
- (h) Election of members of the Board of Administrators (when so required).
- (i) Unfinished business.
- (j) New business.

#### Section 6. Quorum.

A quorum for Association unit owners' meetings shall consist of the presence, in person or by proxy, of unit owners holding a majority of the total basic value of the Condominium Regime, using the percentages set forth in Exhibit "D" to the Master Deed, unless otherwise provided in these By-Laws or the Master Deed.

#### Section 7. Voting.

than eleven (11) months from the date of execution thereof unless otherwise stated in the proxy. In instances of other than individual ownership, any or all of such owners may be present at any meeting of the unit owners and (those constituting a group acting unanimously) may vote or take any other action as an individual unit owner. The total number of votes of all unit owners shall be 10,000, and each unit owner shall be entitled to cast one vote at all meetings of the unit owners for each one-hundredth percent (.01%) of interest in the common areas and facilities applicable to his or their unit. A fiduciary shall be the voting member with respect to any unit owned in a fiduciary capacity.

#### Section 8. Majority Vote.

The vote of unit owners holding a majority in value at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where in the Master Deed or those By-Laws, a higher percentage vote is required.

#### Section 9. Procedure.

The President shall preside over members' meetings, and the Secretary shall keep the minute book wherein the resolutions shall be recorded.

#### Section 10. Adjournment.

If any meeting of the unit owners cannot be held because a quorum has not attended, a majority of common interest of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, and no further notice shall be required.

### ARTICLE III. BOARD OF ADMINISTRATORS

#### Section 1. Number and Qualification.

Section 2. Powers and Duties.

The Board of Administrators shall have the powers and duties necessary for the administration of the affairs of the Association and the Condominium Regime, and may do all such acts and things except as by law or by the Master Deed or by these By-Laws may not be delegated to the Board of Administrators by the unit owners. Such powers and duties of the Board of Administrators shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the general common elements, limited common elements, and facilities.
- (b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Regime.
- (c) Collection of the assessments from unit owners.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the general common elements, limited common elements, and facilities.
- (e) Adoption, repeal, amendment and publication of rules and regulations covering the details of the operation and use of the Condominium Regime.
- (f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Obtaining the insurance for the Condominium Regime pursuant to the provisions of Article VI, Section 1 hereof.
- (h) Making of repairs, additions and improvements to, or alterations of, the Condominium Regime and repairs to, and restoration of, the Condominium Regime in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty or as a result of condemnation of eminent domain proceedings.

Section 3. Managing Agent and Manager.

The Board of Administrators may employ for the Condominium Regime a managing agent and/or a manager at a compensation as

#### Section 4. Election and Term.

At each meeting of the Association members, each member of the Board of Administrators shall be elected by the members to serve until the next annual meeting of the Association members or until his successor shall have been duly elected by the Association members. There shall be no cumulative voting for Administrators. The nominees receiving the most votes for the offices available shall be elected.

#### Section 5. Removal of Administrators.

At any regular or special meeting of Association members, any one or more of the members of the Board of Administrators may be removed with or without cause by a vote of the owners of a majority of the basic value of the Condominium Regime, using the percentages set forth in Exhibit "D" to the Master Deed, and a successor may then and there or thereafter be elected by the members to fill the vacancy thus created. Any members of the Board of Administrators whose removal has been proposed by the Association unit owners shall be given an opportunity to be heard at the meeting.

#### Section 6. Vacancies.

Vacancies in the Board of Administrators caused by any reason other than the removal of a member thereof by a vote of the Association unit owners, shall be filled by vote of a majority of the remaining Administrators at a special meeting of the Board of Administrators held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Administrators for the remainder of the term of the member replaced and until a successor shall be elected at the next annual meeting of the Association unit owners.

#### Section 7. Annual Board Meeting.

The annual meeting of the members of the Board of Administrators shall be held immediately following the annual meeting of the Association unit owners, at such time and place as shall be fixed by the Association unit owners at the meeting at which such Board of Administrators shall have been elected, and no no-



state the time, place and purpose of the meeting. Special meetings of the Board of Administrators shall be called by the President or Secretary in like manner and like notice on the written request of at least two (2) members of the Board of Administrators.

#### Section 9. Waiver of Notice.

Any member of the Board of Administrators may, at any time, waive notice of any meeting of the Board of Administrators in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Administrators at any meeting of the Board shall constitute a waiver of notice by him of the time, place and purpose thereof. If all the members of the Board of Administrators are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

#### Section 10. Quorum.

At all meetings of the Board of Administrators a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Administrators present at a meeting at which a quorum is present shall constitute the decision of the Board of Administrators. If at any meeting of the Board of Administrators there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjournment at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notices.

#### Section 11. Fidelity Bonds.

The Board of Administrators shall obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a common expense.

#### Section 12. Compensation.

faith. It is intended that the members of the Board of Administrators shall have no personal liability with respect to any contract made by them on behalf of the Association. Every agreement made by the Board of Administrators or by the managing agent or by the manager on behalf of the Association shall provide that the members of the Board of Administrators or the managing agent, or the manager, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder. Administrators may purchase insurance to cover official acts performed on behalf of the Association and the cost of such insurance shall be a common expense.

#### ARTICLE IV. OFFICERS

##### Section 1. Designation.

The officers of the Association shall consist of a President, Vice-President, Secretary and Treasurer and such additional officers as the Administrators shall from time to time deem necessary. Any person may hold two or more offices, but no one person shall hold the offices of President and Vice-President or President and Secretary simultaneously. Members of the Board of Administration may also be officers. The President shall be elected from the members of the Board of Administrators.

##### Section 2. Election.

The officers of the Association shall be appointed annually by a majority vote of the Board of Administrators at the annual Board meeting, and shall hold office at the pleasure of the Board.

##### Section 3. Removal.

Upon the affirmative vote of a majority of the Board in attendance at an annual or special meeting at which a quorum is present, any office may be removed, with or without cause, and his successor shall be elected thereat.

##### Section 4. President.

Section 6. Secretary.

The Secretary shall take the minutes of all meetings of the Association unit owners and of the Board of Administrators, and shall keep the same at the principal office of the Association, unless otherwise instructed by the Board of Administrators; he shall have charge of such books and papers as the Board of Administrators may direct; and he shall, in general, perform all the duties incident to the office of secretary of a non-profit corporation organized under the laws of the State of Nebraska.

Section 7. Treasurer.

The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Association, in such depositories as may from time to time be designed by the Board of Administrators, and he shall, in general, perform all the duties incident to the office of treasurer of a non-profit corporation organized under the laws of the State of Nebraska.

Section 8. Compensation.

Compensation of officers may be provided for by the Board of Administrators and, if so provided, shall be reasonable compensation considering the duties of the office. Any administrator who is also an officer shall not have a vote in the setting of compensation for the office or offices held by said administrator.

Section 9. Checks, Agreements, Contracts, Etc.

All checks shall be signed by officers of the Association or by such other person or persons as may be designated by resolution of the Board of Administrators.

All contracts agreements and other instruments shall be signed by two officers of the Association or by such other person or persons as may be designated by resolution of the Board of Administrators.

ing July 1, 1976 and ending June 30, 1977, shall provide for assessment of units upon the following basis:

UNIT NUMBER	ANNUAL ASSESSMENT	MONTHLY INSTALLMENT
1	494.50	41.20
2	445.53	37.12
3	405.14	33.76
4	392.90	32.75
5	392.90	32.75
6	405.14	33.76
7	445.53	37.12
8	405.14	33.76
9	392.90	32.75
10	405.14	33.76
11	445.53	37.12
12	494.50	41.20
13	405.14	33.76
14	445.53	37.12
15	405.14	33.76
16	392.90	32.75
17	392.90	32.75
18	405.14	33.76
19	445.53	37.12
20	405.14	33.76
21	445.53	37.12
22	405.14	33.76
39	494.50	41.20
40	494.50	41.20
41	494.50	41.20
42	494.50	41.20
43	494.50	41.20
33	494.50	41.20

Thereafter, commencing with fiscal 1977, the Board of Administrators shall adopt a budget for each fiscal year, beginning on July 1, and ending on the next succeeding June 30, which budget shall be based upon the reasonable estimate of funds required to defray common expenses in the upcoming fiscal year for: current maintenance expenses, snow removal, lawn and landscaping care, pool maintenance and operation, trash removal insurance and miscellaneous expenses. To the aggregate sum of the budget projections, the Board of Administrators shall add such an amount as they shall reasonably determine, not to exceed, however, twenty percent (20%) of the budget projections, which amount shall be deemed to be a reserve amount for

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notify each owner of such budget or to timely levy or notify each owner of levy of annual assessments shall not relieve each owner from the responsibility to pay annual assessments as established by the Board.

Annual increases in the annual assessment amount may not exceed ten percent (10%) above the previous year's annual assessment without the prior approval of owners of units constituting a majority of the value of the Condominium Regime as reflected on Exhibit "D" to the Master Deed.

Budgets may be amended during a current fiscal year where necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be mailed to each unit owner prior to the effective date of such increase or decrease.

#### Section 2. Annual Assessments.

The annual assessment shall be levied against each unit and the owner thereof on July 1 of each fiscal year. The assessments 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 1st of July and the 1st of each calendar month thereafter during the fiscal year. 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 value as set forth in Exhibit "D" to the Master Deed.

#### Section 3. Special Assessments.

Special assessments may be assessed and levied against each unit by the Board of Administrators, in addition to the annual assessment 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; Provided that any such special assessments in any fiscal year period shall have the written approval of unit owners holding title to units representing in excess of fifty percent (50%) of the total basic value of the Condominium Regime using the percentages set forth on Exhibit "D" prior to levy. The Board of Administrators shall also be entitled to levy, during any fiscal year, a special assessment against each unit to defray actual losses incurred during the past fiscal year due to insufficiency of annual assessment collections to cover actual common expenses, without the approval of any owners.

and lien provisions hereafter.

Section 4. Escrow of Assessments.

The Administrators of the Association may require that all assessments in Section 2 and Section 3 of this Article V be paid an escrow fund to be held and managed by a bank or savings and loan association. Unit owners may be required to execute trans-  
matic or similar automatic withdrawal authorizations or, in the alternative, to pay such assessment in one lump sum at the July 1 commencement of the fiscal year. Failure of a unit owner to pay his assessments according to such a plan shall constitute default thereof entitling the Association to accelerate the due date of such annual assessments and collect the same as in the Master Deed and these By-Laws provided.

Section 5. 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, and attorney fees and expenses incurred in the collection of 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 therefore; 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 Board of Administrators, or the

Section 6. Assessment lien.

If any unit owner shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the unit owner in his unit and the Administrators may record such lien in the Office of the Register of Deeds; whereupon, said Lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the unit and except prior duly recorded mortgage and lien instruments. Assessments delinquent more than thirty (30) days after the due date shall bear interest at the highest legal rate for individuals in Nebraska from the due date until paid. The delinquency of one installment of any assessment become due and payable. The Board of Administrators 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 granted by Section 76-817 of the Condominium Act. In any action brought by the Board of Administrators 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 Board of Administrators, 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 7. Statement of Unpaid Assessments.

Upon payment of a reasonable fee, not to exceed Twenty-Five Dollars (\$25.00), and upon the written request of any owner, prospective purchaser or of any mortgagee of a condominium unit, the Board of Administrators, or the managing agent, shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to the subject unit, the amount of the current periodic assessment and the date that such assessment becomes due, any penalties due, and credit for advance payments or for prepaid items, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith.

ARTICLE VI. INSURANCESection 1. Coverage.

The Board of Administrators shall obtain and maintain, to the extent obtainable, the following insurance: fire insurance with extended coverage, vandalism and malicious mischief endorsement, insuring all common elements of the condominium, together with all Service equipment contained therein in an amount equal to the full replacement value, without deduction for depreciation, and which shall contain a standard noncontributory mortgage clause in favor of each mortgagee of a condominium unit which shall provide that the loss, if any hereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Administrators hereinafter set forth in Section 1 of Article X; public liability insurance in such limits as the Board of Administrators may from time to time determine, covering the Association; and such additional coverage as the Board of Administrators may from time to time determine is appropriate.

Policies of insurance shall be delivered to all mortgagees of units prior to the expiration of the then current policies. The cost of such policies shall be a common expense.

The Board of Administrators shall determine the replacement value of the condominium buildings and, in so doing, may employ such experts as the Board may feel necessary.

Section 2. Provisions.

All policies of physical damage insurance shall contain waivers of subrogation and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including mortgagees.

Section 3. Insurance by Unit Owners.

Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies



ARTICLE VII. MAINTENANCE AND ALTERATIONSSection 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 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.

Section 2. Alterations of Unit Owner.

No unit owner shall make any structural addition, alteration or improvement in or to his 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 Board of Administrators. The Board of Administrators 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 Board of Administrators 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 Board of Administrators only, without, however, incurring any liability on the part of the Association, or the Board of Administrators, 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 Developer until such units shall have been initially sold by the Developer and paid for.

(a) The units shall be used for residences only by the owner or owners thereof, their families, guests, invitees, lessees and licenses; Provided that Developer may use units as sales office for the sale of units.

(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 law, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of that Regime shall be corrected, by and at the sole expense of the unit owners or the Board of Administrators, 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 Board of Administrators with the approval of a majority of the unit owners. Copies of such rules and regulations shall be furnished by the Board of Administrators to each unit owner prior to the time when the same shall become effective. The original rules and regulations, effective until amended by the Board of Administrators 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

Section 4. Abatement and Enjoining of Violations.

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

(a) To enjoin, abate and remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(b) 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 or membership, or to take any other disciplinary action directed by the Board of Administrators. Any such disciplinary action shall be after reasonable opportunity for the offending unit owner to be heard.

ARTICLE IX. MORTGAGESSection 1. Notice to Board of Administrators.

A unit owner who mortgages his unit or the mortgagee thereof shall notify the Board of Administrators of the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with the Board of Administrators. The Board shall maintain such information in a book entitled "Mortgagees of Units"; Provided that in the absence of such notice, the Board of Administrators shall not be required to notify or obtain the approval of any such mortgagee hereunder.

copy of such notice to each holder of a mortgage covering such unit whose name and address has therefore been furnished to the Board of Administrators.

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 Board of Administrators, 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 Board of Administrators.

ARTICLE X. DESTRUCTION, DAMAGE OR OBSOLESCENCE  
ASSOCIATION AS ATTORNEY-IN-FACT

Section 1. Association Attorney-In-Fact.

These By-Laws, as a part of the Master Deed, 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 X. Title to any condominium unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed, mortgage or other instrument of conveyance from any owner or grantor shall constitute and appoint the Association his true and lawful

Section 2. Damage or Destruction-Repair and Reconstruction Mandatory.

In the event of damage or destruction due to fire or other disaster, which damage or destruction is determined by the Board of Administrators to be less than seventy-five (75%) of the total replacement costs of all the condominium units in this Regime, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact, and the Association shall have full authority to deal with insurance proceeds in such repair and reconstruction.

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 the provisions of Article V, and the Association shall also have the rights noted in Section II of Article X. The owner approval provisions of Articles V and VII shall not apply.

Section 3. Damage or Destruction-Repair and Reconstruction Optional.

In the event of damage or destruction due to fire or other disaster, which damage or destruction is determined by the Board of Administrators to be seventy-five percent (75%) or more of the total replacement cost of all the condominium units in this Regime, not including land, the Board shall forthwith, within thirty (30) days of the occurrence of said damage or destruction, call a special members' meeting for the purpose of presenting to the unit owners the alternative of repair and reconstruction or sale, pursuant to Sections 4 or 5 of Article X. At such meeting, the Board shall present estimates of repair and reconstruction costs, the amount of insurance proceeds available, the projected necessity for, the amount of insurance proceeds available, the projected necessity for, and amount, if any, of special assessments necessary to cover any deficiency in insurance proceeds, the projected sale price of the property as is, and projected distribution of all funds, including insurance proceeds, should the owners choose sale rather than repair and reconstruction.

approval is not obtained within one hundred (100) days from the date of damage or destruction, the plan will fail and the provisions of Section 76-821 of the Condominium Act shall control. 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. Plan of Repair and Reconstruction-Damage or Destruction.

In the event that a plan of repair and reconstruction is adopted by the owners and subsequently approved by the required number of owners, as above set forth, the Board of Administrators shall forthwith proceed to repair and reconstruct the improvements as set forth in Section 2 of Article X.

Section 5. Plan of Sale-Damage or Destruction.

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 Board of Administrators shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice with the Register of Deeds of Douglas County, Nebraska, by the Association's President and Secretary or Assistant Secretary, the entire remaining premises shall be offered for sale and sold by the Association pursuant to the provisions of this Article, as attorney-in-fact for all of the owners, free and clear of the provisions contained in the Master Deed, the Articles of Incorporation and these By-Laws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each owner's interest in the general common elements, and such divided proceeds shall be paid into separate accounts, each sum account representing one of the condominium units. Each such account shall be in the name of the Association, and shall be further identified by the condominium unit designation and the name of the owner. Thereafter, each such account shall be supplemented by the apportioned amount of the proceeds obtained from the sale of the entire property and any available funds of the Association. Such apportionment shall be based upon each condominium unit's interest in the property.

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 value of the Condominium Regime, 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 Board shall make such studies, with the aid of such experts as deemed advisable by the 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 Board shall present these estimates to the owners and the owners may adopt either a plan of remodeling or reconstruction, pursuant to Section 7, or a plan of sale pursuant to Section 8 of Article X. At the meeting, if a quorum is present, either plan may be adopted by a majority vote, as defined in Section 8 of Article II. After the adoption of the plan, the Board of Administrators shall use all due diligence to obtain the written approval of all unit owners who favor the plan adopted. Either plan shall require the written approval of owners of at least eighty percent (80%) in number of the units in the Regime prior to such plan becoming effective. If such approval is not obtained within sixty (60) days from the date of the adoption of the plan, 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 requirements, in the event of the adoption of a plan of sale, the mortgages 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 7. 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 Board of Administrators shall forthwith

shall be offered for sale and sold by the Association pursuant to the provisions of this Article, as attorney-in-fact for all of the owners, free and clear of the provisions contained in the Master Deed, Articles of Incorporation and these By-Laws. The funds and reserves established and held by the Association and the proceeds from the sale of the entire Regime shall be divided by the Association according to each owner's interest in the general common elements, and such divided proceeds shall be paid into separate accounts, each account representing one of the condominium units. Each sum account shall be in the name of the Association, and shall be further identified by the condominium unit designation and the name of the owner. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, as set forth in Section 12 of Article X.

#### Section 9. 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 Board of Administrators. If owners holding eighty percent (80%) or more of the basic value of the Condominium Regime 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 Board of Administrators shall forthwith disburse the net proceeds of the award for the same purpose and in the same order as is provided in Section 12 of Article X.

#### Section 10. Power of Sale.

In the event of sale of the entire Regime pursuant to Section 5 or Section 8 of Article X, or upon adoption of such a plan upon termination of the Condominium Regime pursuant to Section 1 of Article XI, or otherwise, the Association shall have all the powers set forth in Article X in dealing with a purchaser or purchasers as attorney-in-fact.

#### Section 11. Sale of Unit-Default in Special Assessment Under Article X.



proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, in the order set forth in Section 12 of Article X. Any deficiency of funds to pay the unpaid assessments shall remain the personal obligation of the delinquent unit owner. Any such sale shall require the approval of all priority mortgagees and lienholders upon the unit if the proceeds of sale will not be sufficient to pay the indebtedness secured by said encumbrances after the deduction of sales expenses and costs.

#### Section 12. Application of Proceeds.

Proceeds received as set forth in the preceding Sections and as applicable to each unit, shall be used and disbursed by the Association as attorney-in-fact, in the following order:

- (a) For payment of taxes and special assessment 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 paid to the condominium unit owner.

#### Section 13. 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 Board of Administrators.

ARTICLE XI. TERMINATION OR AMENDMENTSection 1. Termination.

Except as otherwise provided, owners holding eighty percent (80%) or more of the basic value of the Condominium Regime, using the percentages set forth in Exhibit "D" to the Master Deed, shall have the right to terminate this Condominium Regime, subject to the conditions of Section 76-812 of the 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 value of the Condominium Regime, using percentages set forth in Exhibit "D" to the Master Deed, shall have voted therefor in the affirmative at a special or annual meeting; Provided, however, that percentage voting requirements contained in these By-Laws shall not be amended by a lesser percentage vote than 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.

ARTICLE XII. RECORDSSection 1. Records and Audit.

The Board of Administrators or the managing agent shall keep detailed records of the actions of the Board of Administrators and the managing agent, minutes of the meetings of the Board of Administrators, 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,

ARTICLE XIII. MISCELLANEOUSSection 1. Notices.

All notices hereunder shall be sent by regular United States mail to the Board of Administrators c/o the managing agent, or if there is no managing agent, to the office of the Board of Administrators or to such other address as the Board of Administrators 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 delivered or sent by regular United States mail, postage prepaid, to his unit address or to such other address as may have been designated by him from time to time, to the Board of Administrators. All notices shall be deemed to have been given when delivered or 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 general 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 and such other expenses denoted herein or in the Master Deed as common expenses. 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 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 By-Laws, or the intent of any provision thereof.

the number of violations or breeches thereof which may occur.

RULES AND REGULATIONS

OF

PIEDMONT TOWNHOMES CONDOMINIUM PROPERTY REGIME NO. 1

1. No part of the Condominium Regime shall be used for any purposes except housing and the common recreational purposes for which the Regime was designed. Each unit shall be used as a single family residence. No portion or all of any unit may be used as a professional office whether or not accessory to a residential use; excepting Developer's right to use his units as a sales office for units in the regime.

2. There shall be no obstruction of the general common elements nor shall anything be stored in the general common elements without the prior consent of the Board of Administrators except as herein or in the By-Laws expressly provided. Each unit owner shall be obligated to maintain and keep in good order and repair his own unit in accordance with the provisions of the By-Laws.

3. Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance of any of the buildings, or contents thereof, applicable for residential use, without the prior written consent of the Board of Administrators. No unit owner shall permit anything to be done, or kept in his unit, or in the common elements which will result in the cancellation of insurance on any of the Buildings, or contents thereof, of which would be in violation of any law. No waste shall be committed in the general common elements.

4. Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building and no sign, awning, canopy, shutter or radio or television antenna (except for master antennae), shall be placed on any walls or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Board of Administrators; Provided that the Developer shall be entitled to reasonably advertise upon units or the Common Properties until his units are initially sold and paid for.

6. No unit owner shall make or permit any disturbing noises in his unit or within the common elements, or do, or permit anything to be done, therein which will interfere with the rights and reasonable comfort and convenience of other owners.

7. Nothing shall be done in any unit or in, on or to the common elements which will impair the structural integrity of any building or which would structurally change any of the buildings.

8. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a unit or exposed on any part of the common elements. The common elements shall be kept free and clear of all obstructions and unsightly materials.

9. Except in recreational or storage areas designated as such by the Board of Administrators, there shall be no playing, lounging, or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches, or chairs, on any part of the general common elements except that limited common elements may be used for such purposes provided there is no obstruction of the general common elements. No parking of recreational vehicles, trailers, motor homes or campers shall be permitted upon the common elements, general or limited, except in places, if any, designated for such use by the Board of Administrators.

10. No industry, business, trade, occupation or profession of any kind, commercial, religious, education or otherwise, designed for profit or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale", "For Rent", or "For Lease" signs or other window displays for advertising be maintained or permitted on any part of the Property or in any unit therein nor shall any unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Developer and the Board of Administrators, or its agent, to place "For Sale", "For Rent", or "For Lease" signs on any unsold or unoccupied units. The right is hereby given to each owner and to any mortgagee, who may become the owner of any unit, to place such signs on any unit, but in no event will such sign be larger than 24 inches by 16 inches.

11. Each unit owner shall keep his unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, any dirt or other substance onto the common elements.

15. No vehicle belonging to a unit owner or to a member of the family, or guest, tenant or employee of a unit owner may be parked in such a manner as to impede or prevent ready access to and from any place assigned to another unit.

16. No unit owner or any of his agents, guests, employees, licensees, or family shall at any time bring into or keep in his unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.

17. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Administrators.

18. If any key or keys are entrusted by a unit owner or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Administrators or of the managing agent, whether for such unit owner's apartment unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such unit owner, and neither the Board of Administrators nor the managing agent nor the manager shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

19. Complaints regarding the operation of the Association or service of the building, grounds, etc., shall be made in writing to the Board of Administrators or to the managing agent or to the manager.

EXHIBIT "C"

PLANS AND SPECIFICATIONS

OF REGIME

See Exhibit "C" to Master Deed filed in Book 1474 at Page 219 of the Deed Records of Douglas County, Nebraska. Units 23 through 38, inclusive, together with that part of Lot 238 not included in the Regime are deleted by this reference as though originally excluded from the Regime.

EXHIBIT "D"TO MASTER DEED

Page 1 of 3

UNIT DESCRIPTIONS

UNIT NO.	FLOOR PLAN	DESCRIPTION	LIMITED COMMON ELEMENTS	SQUARE FOOTAGE	BASIC VALUE
1	C	2 Bedrooms, 2 baths, Fireplace, on 1 level	(for each unit: patio, patio deck and garage drive)	1,339	\$43,950
2	B	3 Bedrooms, 2½ baths, Fireplace, on 2 levels	"	1,468	39,750
3	A-1	2 Bedrooms, 2½ baths, Fireplace, on 2 levels	"	1,279	35,950
4	A	2 Bedrooms, 2½ baths, Fireplace, on 2 levels	"	1,168	34,950
5	A	2 Bedrooms, 2½ baths, Fireplace, on 2 levels	"	1,168	34,950
6	A-1	2 Bedrooms, 2½ baths, Fireplace, on 2 levels	"	1,279	35,950
7	B	3 Bedrooms, 2½ baths, Fireplace, on 2 levels	"	1,468	39,750
8	A-1	2 Bedrooms, 2½ baths, Fireplace, on 2 levels	"	1,279	35,950
9	A	2 Bedrooms, 2½ baths, Fireplace, on 2 levels	"	1,168	34,950
10	A-1	2 Bedrooms, 2½ baths, Fireplace, on 2 levels	"	1,279	35,950



## EXHIBIT "D"

Page 2 of 3

BOOK 578 PAGE 270

UNIT NO.	FLOOR PLAN	DESCRIPTION	LIMITED COMMON ELEMENTS	SQUARE FOOTAGE	BASIC VALUE
11	B	3 Bedroom, 2½ baths Fireplace, on 2 levels	(for each unit: patio, patio deck and garage drive)	1,468	\$39,750
12	C	2 Bedroom, 2 baths Fireplace, on 1 level	"	"	43,950
13	A-1	2 Bedroom, 2½ baths, Fireplace, on 2 levels	"	1,279	35,950
14	B	3 Bedroom, 2½ baths, Fireplace, on 2 levels	"	1,468	39,750
15	A-1	2 Bedroom, 2½ baths, Fireplace, on 2 levels	"	1,279	35,950
16	A	2 Bedroom, 2½ baths, Fireplace, on 2 levels	"	1,168	34,950
17	A	2 Bedroom, 2½ baths, Fireplace, on 2 levels	"	1,168	34,950
18	A-1	2 Bedroom, 2½ baths, Fireplace, on 2 levels	"	1,279	35,950
19	B	3 Bedroom, 2½ baths, Fireplace, on 2 levels	"	1,468	39,750
20	A-1	2 Bedroom, 2½ baths, Fireplace, on 2 levels	"	1,279	35,950
21	B	3 Bedroom, 2½ baths, Fireplace, on 2 levels	"	1,468	39,750

## EXHIBIT "D"

Page 3 of 3

UNIT NO.	FLOOR PLAN	DESCRIPTION	LIMITED COMMON ELEMENTS	SQUARE FOOTAGE	BASIC VALUE
22	A-1	2 Bedroom, 2½ baths, Fireplace, on 2 levels	(for each unit: patio, patio deck and garage drive)	1,279	\$35,950
39	C	2 Bedroom, 2 baths, Fireplace, on 1 level	"	1,339	43,950
40	C	2 Bedroom, 2 baths, Fireplace, on 1 level	"	1,339	43,950
41	C	2 Bedroom, 2 baths, Fireplace, on 1 level	"	1,339	43,950
42	C	2 Bedroom, 2 baths, Fireplace, on 1 level	"	1,339	43,950
43	C	2 Bedroom, 2 baths, Fireplace, on 1 level	"	1,339	43,950
44	C	2 Bedroom, 2 baths, Fireplace, on 1 level	"	1,339	43,950

NOTE: All units have unfinished basement area with option of additional bedroom, bath and other finished living area.

SCHEDULE "A"

REAL PROPERTY DELETED FROM

PIEDMONT TOWNHOMES

CONDOMINIUM PROPERTY REGIME NO. 1

Units No. 23 through 38, inclusive, Piedmont Townhomes Condominium Property Regime No. 1, a Nebraska condominium property regime located in Douglas County, Nebraska; and that portion of the common elements legally described as follows:

A part of Lot No. 238, Piedmont, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, more particularly described as follows, to-wit:

That part of Lot 238, Piedmont, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, described as follows: Beginning at the S.E. corner of said Lot 238; thence N 00° 07' 22" E (Assumed bearing) on the Easterly line of said Lot 238, 211.99 feet; thence N 37° 01' 33" W on the Easterly line of said Lot 238, 51.15 feet; thence N 44° 43' 09" W on the Easterly line of said Lot 238, 140.44 feet; thence N 39° 05' 19" W on the Easterly line of said Lot 238, 34.00 feet; thence S 50° 54' 41" W, 230.49 feet; thence S 00° 07' 22" W, 232.97 feet to a point on the South line of said Lot 238 (said point also being 330.00 feet West of the S.E. corner of said Lot 238); thence S 89° 52' 38" E on the South line of said Lot 238, 330.00 feet to the point of beginning.

(Containing 99,613 square feet or 2.29 acres more or less.)

OFFICERS' CERTIFICATE

The Undersigned hereby certify that: they are the President and Secretary of Piedmont Townhomes Association, Inc., a Nebraska non-profit corporation (the "Association"), organized as the governing body of Piedmont Townhomes Condominium Property Regime No. 1; that the foregoing Amendment to Master Deed and Bylaws was duly approved and adopted by the Board of Administrators of the Association on December 1, 1976 and was duly approved and adopted by the owners holding title to more than seventy-five percent (75%) in number and value of the units in said Regime at the annual meeting held on December 14, 1976.

DATED this 15<sup>th</sup> day of December, 1976.

PIEDMONT TOWNHOMES ASSOCIATION, INC.

By

Richard Chappell  
President

Attest:

Richard D. Cimura  
Secretary

STATE OF NEBRASKA )

) SS.

COUNTY OF DOUGLAS )

On this 15<sup>th</sup> day of December, 1976, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Richard Chappell, President of PIEDMONT TOWNHOMES ASSOCIATION, INC., to me personally known to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

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

44  
1  
SECOND AMENDMENT TO MASTER DEED  
AND BY-LAWS CREATING PIEDMONT  
TOWNHOMES CONDOMINIUM PROPERTY  
REGIME NO. 1

WHEREAS, the Master Deed (the "Master Deed") creating Piedmont Townhomes Condominium Property Regime No. 1 (the "Regime") was filed with the Register of Deeds of Douglas County, Nebraska, on February 27, 1973, in Book 1474, at Page 219 of the Deed Records;

WHEREAS, the first Amendment to Master Deed and By-Laws (the "Amendment") was filed with the Register of Deeds of Douglas County, Nebraska, on March 23, 1977, in Book 578, at Page 231 of the Miscellaneous Records;

WHEREAS, the Amendment, among other things, deleted certain land and units from the Regime and provided a grant and reservation in the Developer to reannex part or all of said land and units into the Regime upon certain terms and conditions;

WHEREAS, a description of the land deleted from the Regime by the Amendment is attached hereto as Exhibit "1" and by this reference made a part hereof; and

WHEREAS, the Developer desires to reannex the property described on Exhibit 1 into the Regime and to provide hereby for the integration of the units constructed thereon into the Regime.

NOW, THEREFORE, the Master Deed, including all Exhibits attached thereto, and the Amendment are hereby amended as follows:

1. Paragraph II of the Master Deed as reflected in the Amendment is hereby amended to read:

II. INVOLVED PROPERTY

The real estate hereby subjected to the condominium regime is described as follows:

All of Lot 238, Piedmont, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, as more fully reflected on Exhibit A-1 to the Master Deed recorded in Book 1474 at Page 224 of the Deed Records in the office of the Register of Deeds of Douglas County, Nebraska. (Containing 299,214 square feet or 6.87 acres more or less).

2. Paragraph IV of the Master Deed as reflected in the Amendment is hereby amended to read:

IV. DESCRIPTION OF REGIME

The condominium regime consists of twenty (20) buildings, six (6) of which are garage buildings and fourteen (14) of which are unit buildings, one to three stories in height, and including basement areas.

The buildings contain a total of forty-four (44) units which may only be used for residential purposes. The condominium regime also includes attached and unattached automobile garages, parking areas, pool, gardens and landscaping. The total ground floor area of all buildings aggregates 57,573 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, as to Units 1 through 22, inclusive, and Units 39 through 44, inclusive, in the building plans attached to

the Master Deed as Exhibit "C" and, as to Units 23 through 38, inclusive, in the building plans which are attached hereto as Exhibit "2" and by this reference made a part hereof and of the Master Deed.

3. Paragraph VI of the Master Deed as reflected in the Amendment is hereby amended to read:

VI. VALUES

The total value of the entire condominium regime is One Million Six Hundred Forty-nine Thousand Four Hundred and 00/100 Dollars (\$1,649,400.00), and the basic value of each unit together with a general description thereof, its square footage, its limited common elements, its percentage share of the expenses of the regime, ownership of the common elements and the number of votes incident to ownership of such unit, are all as set forth on Exhibit "3" attached hereto and by this reference made a part hereof and of the Master Deed.

4. This Amendment is effected by the Developer, Frank R. Krejci, pursuant to the reservation contained in Paragraph IX of the Amendment, for the purpose of annexing the real estate described on Exhibit 1, together with Units 23 through 38, inclusive, constructed thereon, into the Regime. This Amendment shall become effective upon the date of execution by all parties and filing with the Register of Deeds of Douglas County, Nebraska.

DATED this 29<sup>th</sup> day of March, 1985.

Frank R. Krejci  
Frank R. Krejci, Developer

Approved this 29th day of March, 1985, by Small Brothers Construction, Inc., owner and Bank of Millard, mortgagee of the real estate described on Exhibit 1, together with Units 23 through 38, inclusive, constructed thereon.

SMALL BROTHERS CONSTRUCTION, INC.,  
a Nebraska corporation, Owner,

BY D. Dennis Small  
Title: PRESIDENT

BANK OF MILLARD, Mortgagee,

BY Judy Petersen  
Title: ADV

Approved this 31st day of AUGUST, 1985, by Piedmont Townhomes Association, Inc., pursuant to the written approval of the Board of Administrators thereof.

PIEDMONT TOWNHOMES ASSOCIATION,  
INC., a Nebraska non-profit  
corporation,

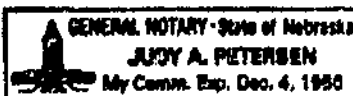
BY Donald E. Cole  
Title: President

STATE OF NEBRASKA)  
                                  ) ss.  
COUNTY OF DOUGLAS)

On this 29th day of March, 1985, before me, the undersigned, a Notary Public in and for said County, personally came D. Dennis Small, President of Small Brothers Construction, Inc., a Nebraska corporation, to me personally known to be the President and identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

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

Judy A. Petersen  
Notary Public





BOOK 748 PAGE 203

**GENERAL NOTARY - State of Nebraska**  
**JUDY A. PETERSEN**  
My Comm. Exp. Dec. 4, 1996

Judy A. Petersen  
Notary Public

**GENERAL NOTARY - State of Nebraska**  
**KATHLEEN L. BERG**  
My Comm. Exp. Oct. 26, 1995

~~Notary Public~~

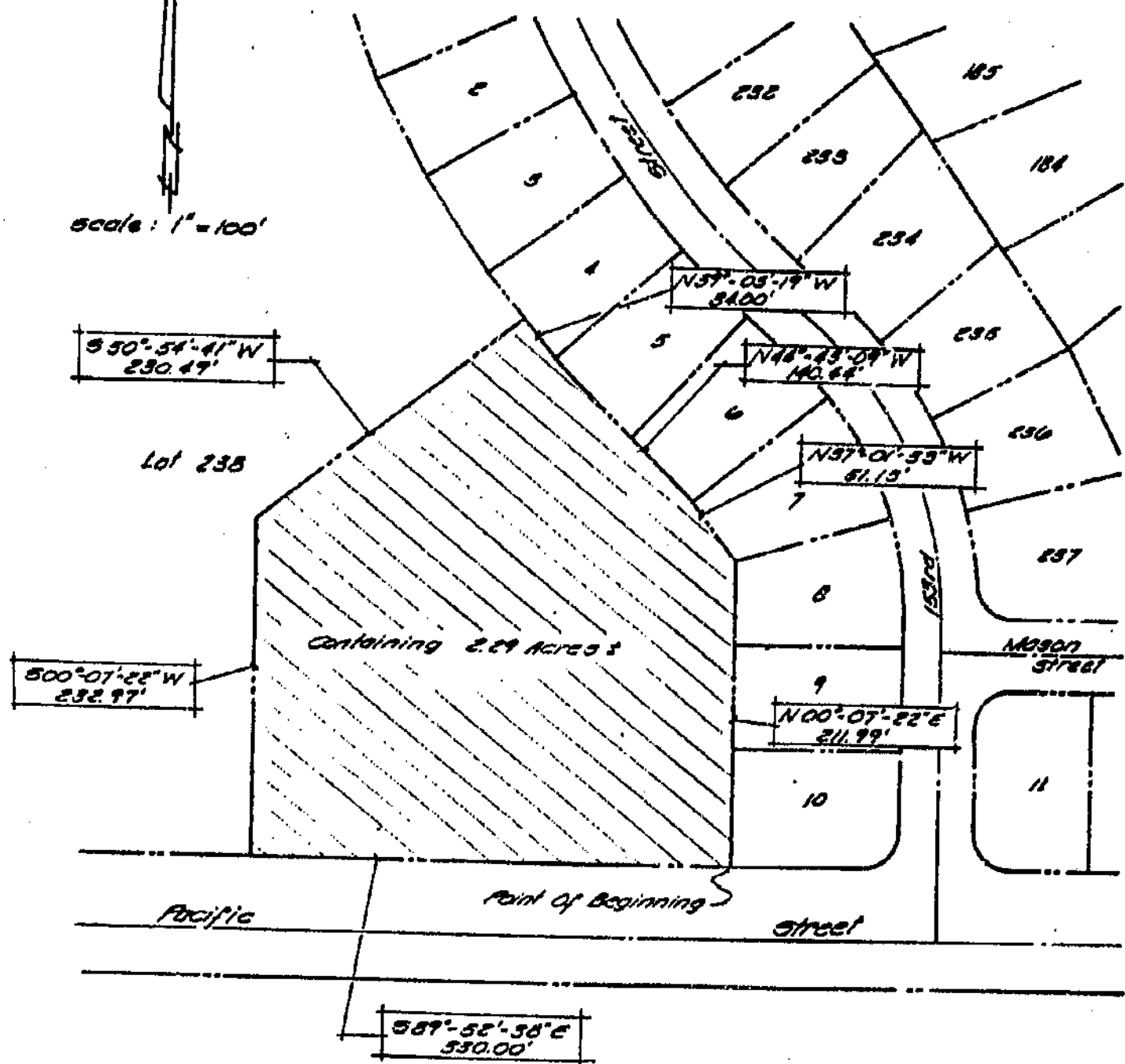
**GENERAL NOTARY - State of Nebraska**  
**DENISE A. MURRAY**  
 My Comm. Exp. Aug. 30, 1988

Notary Public

EXHIBIT "1"

BOOK 748 PAGE 204

Scale: 1" = 100'

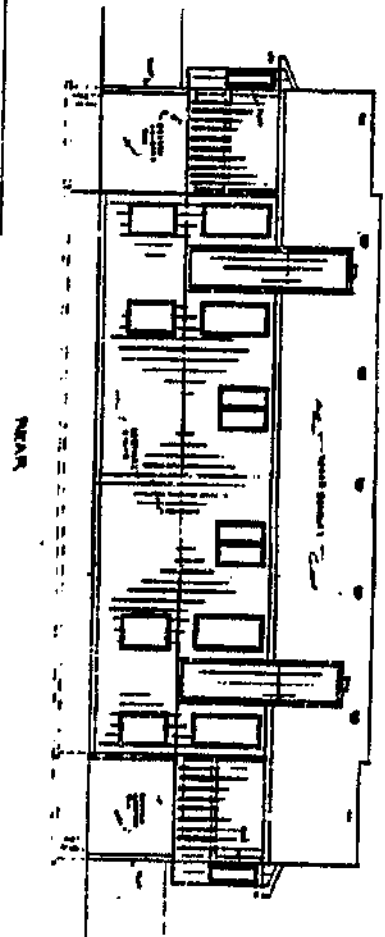
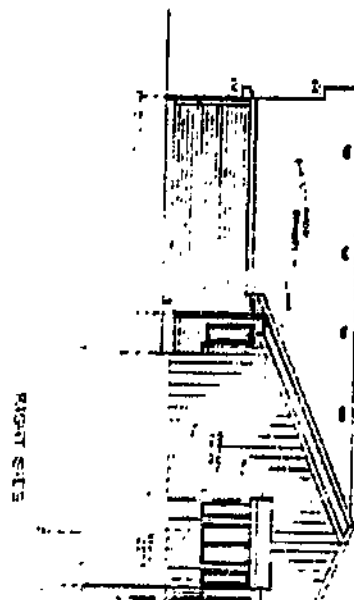
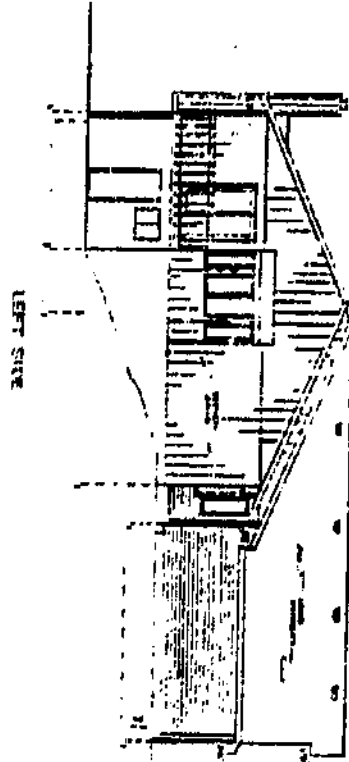
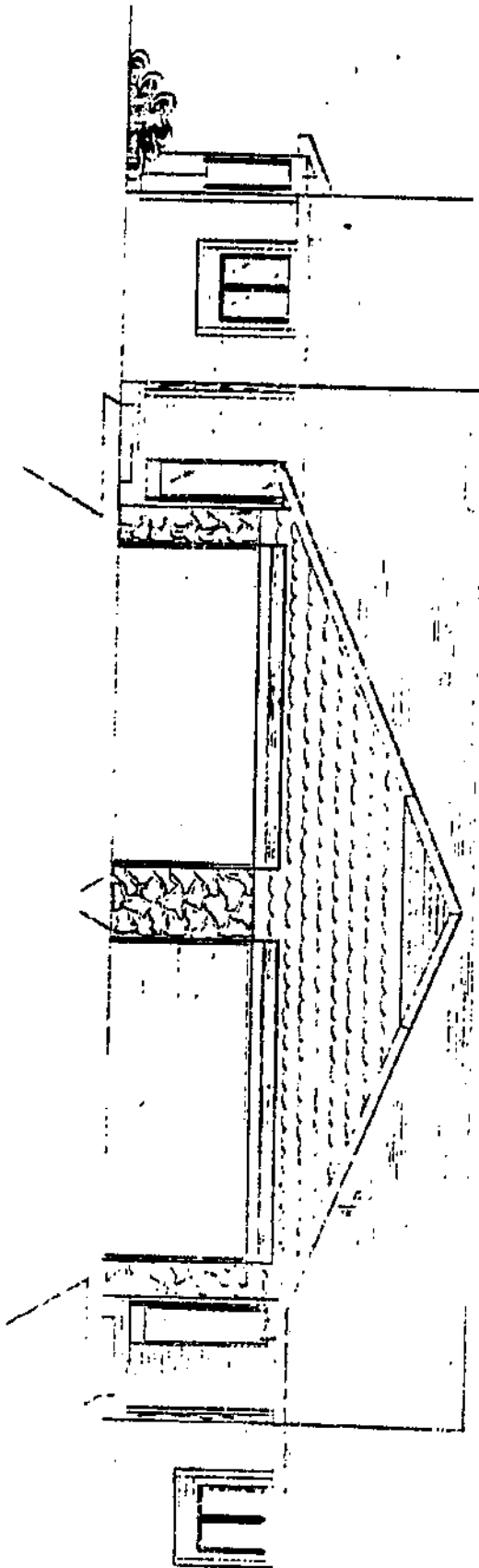


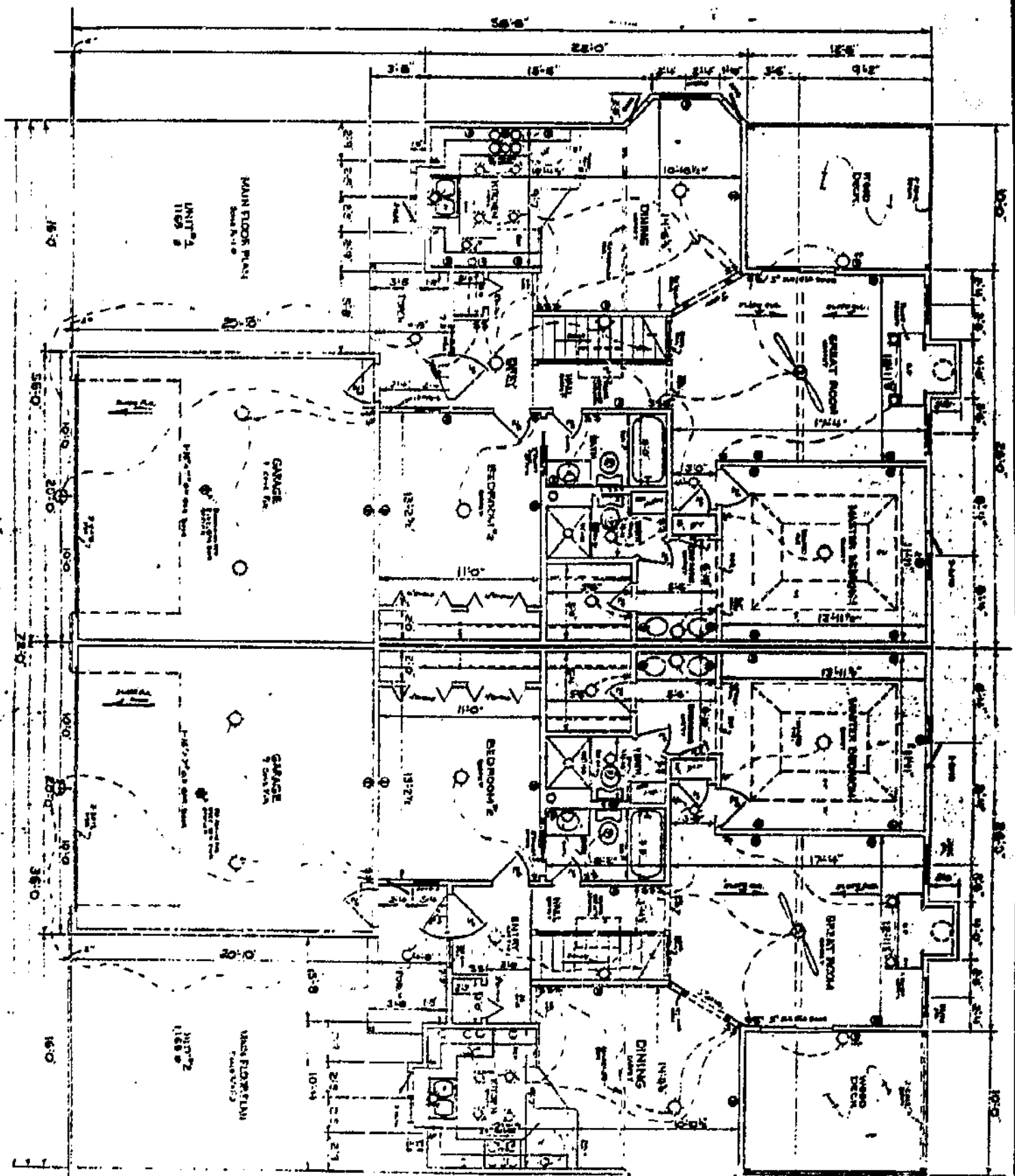
Piedmont Townhomes  
Condominium Property

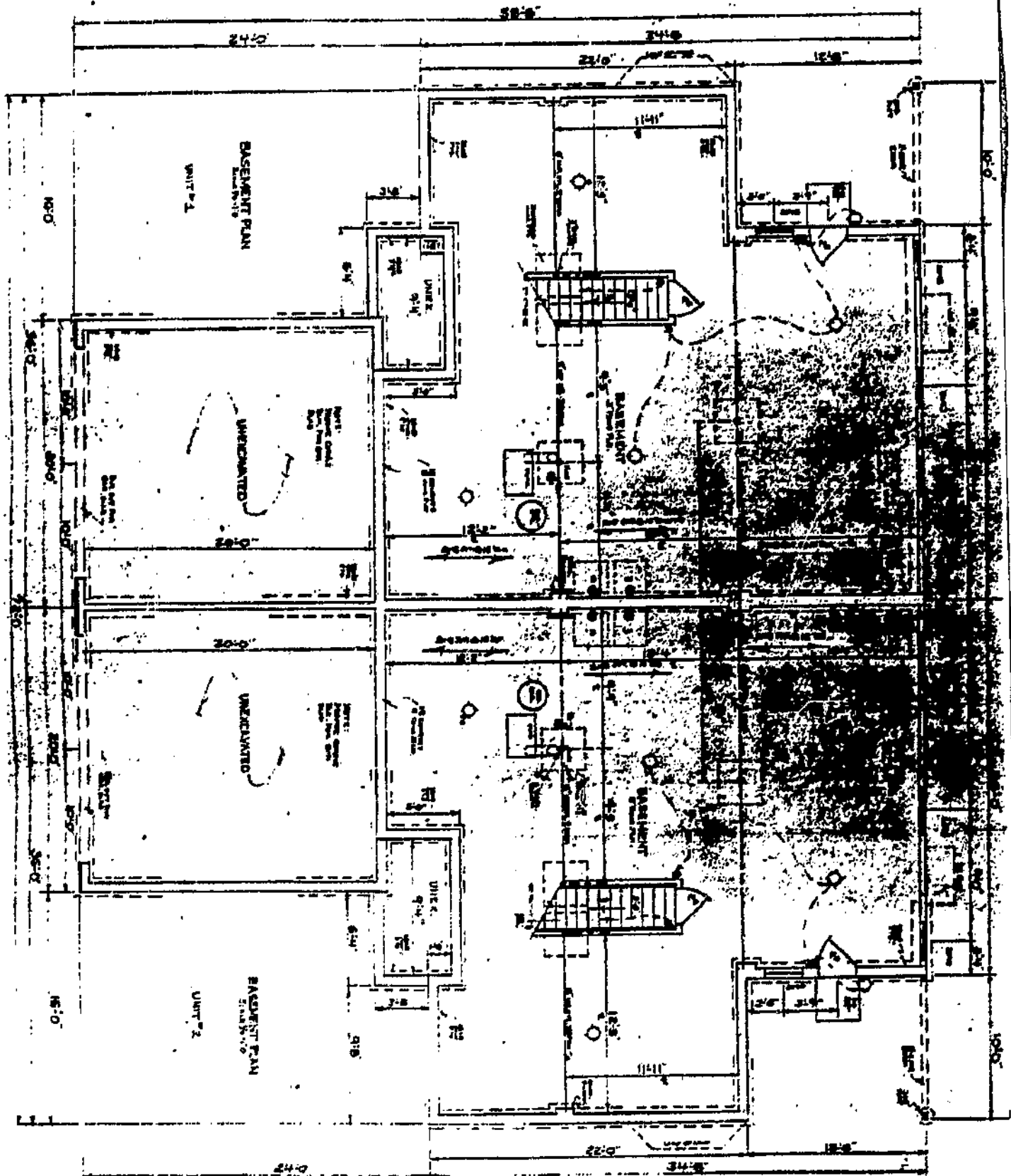
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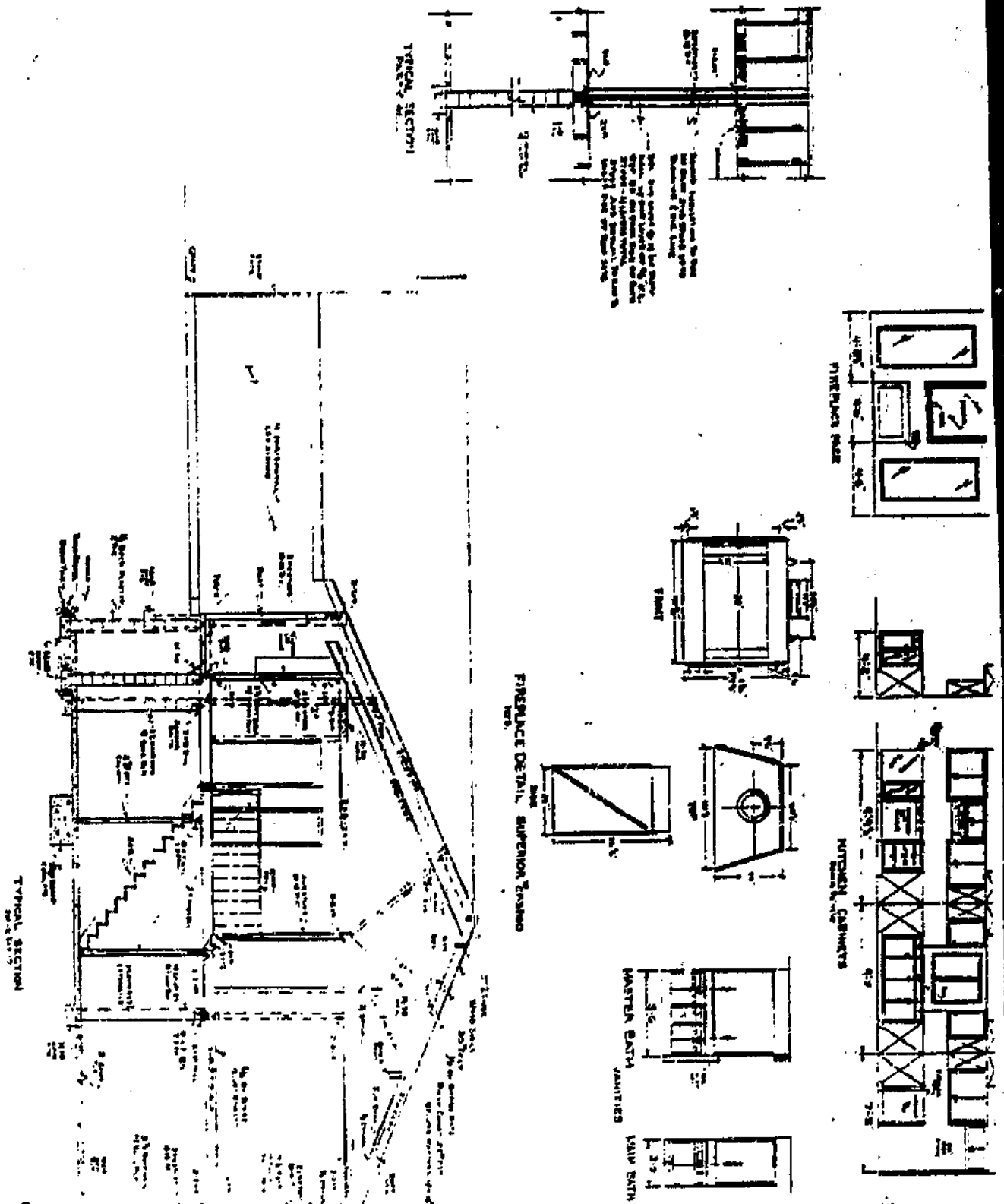
BOOK 748 PAGE 205

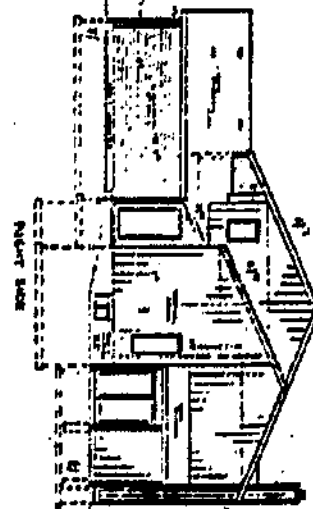
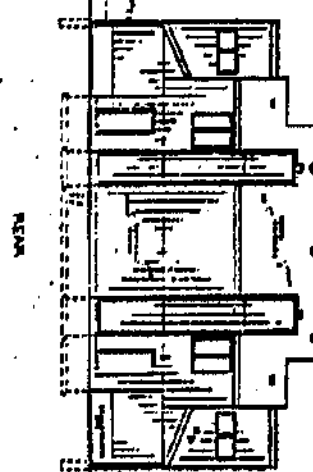
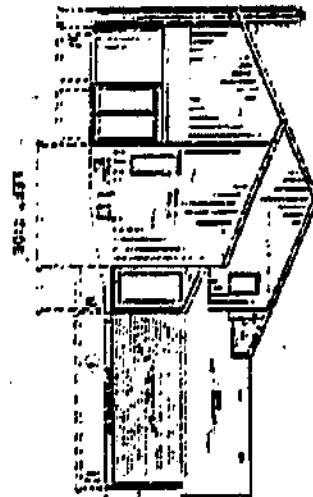
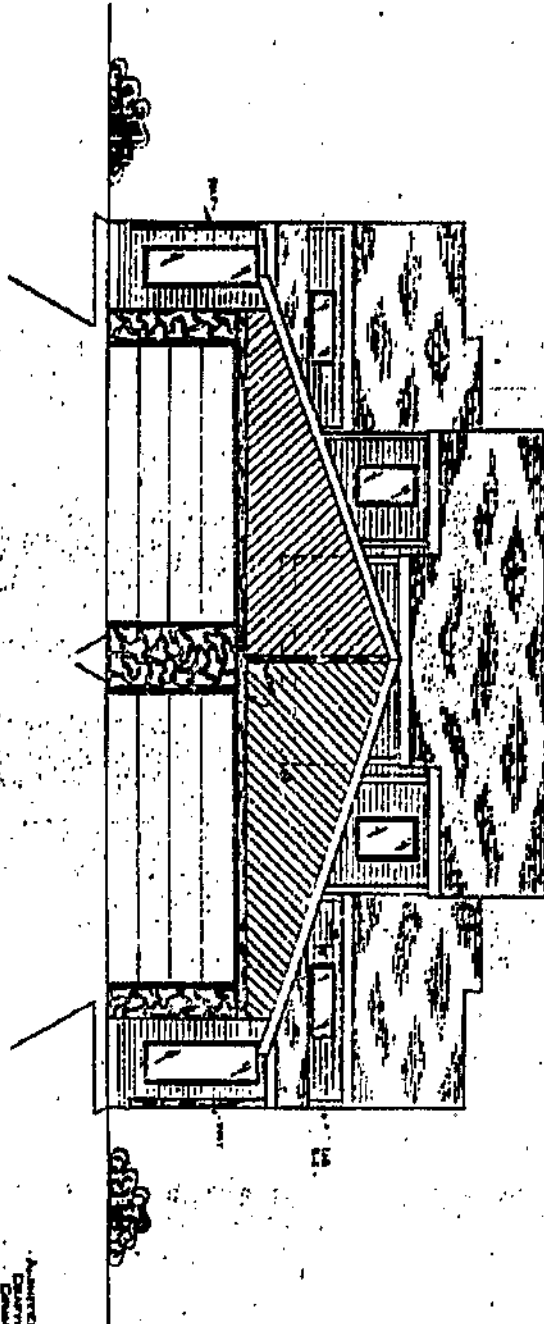
EXHIBIT "2"





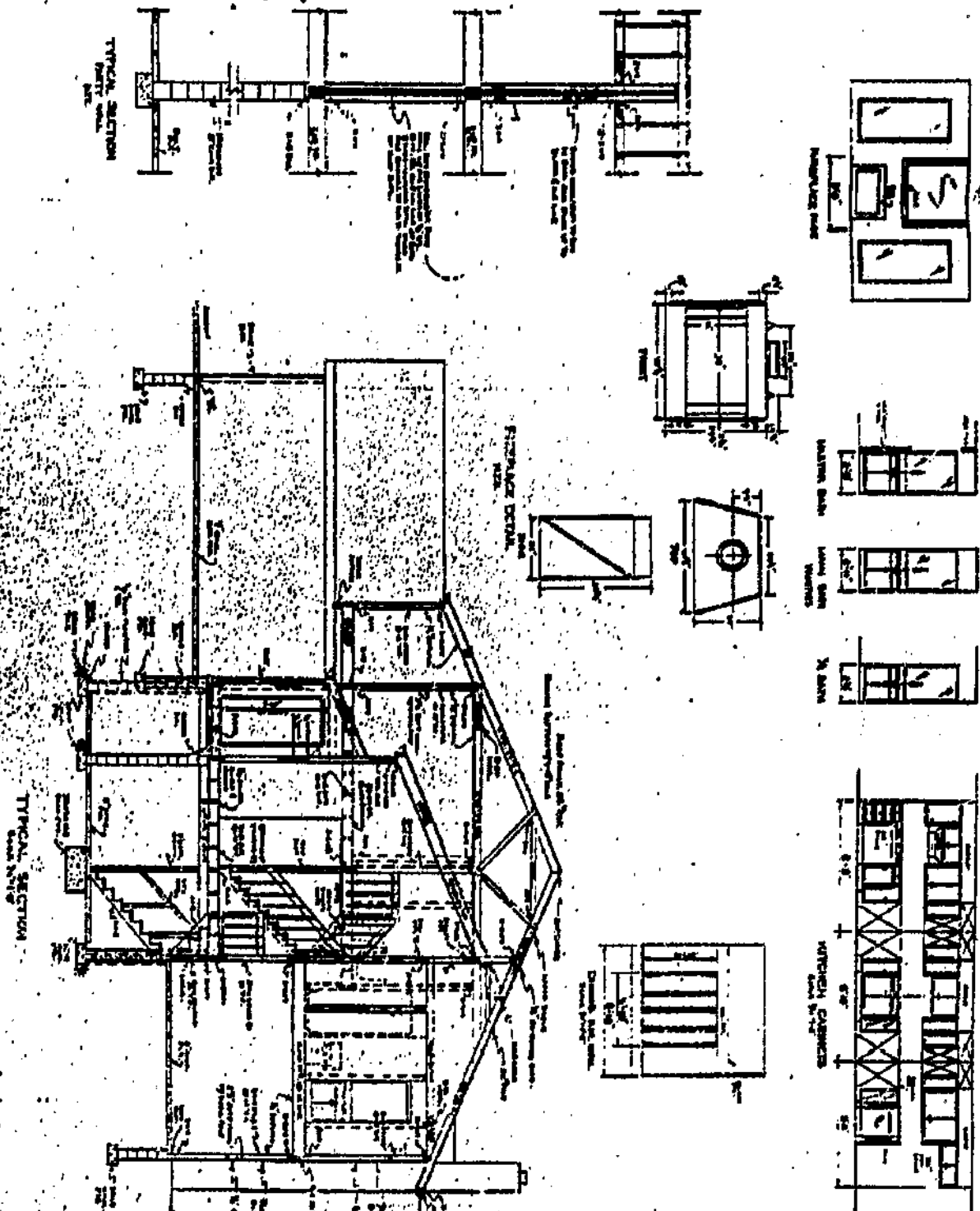


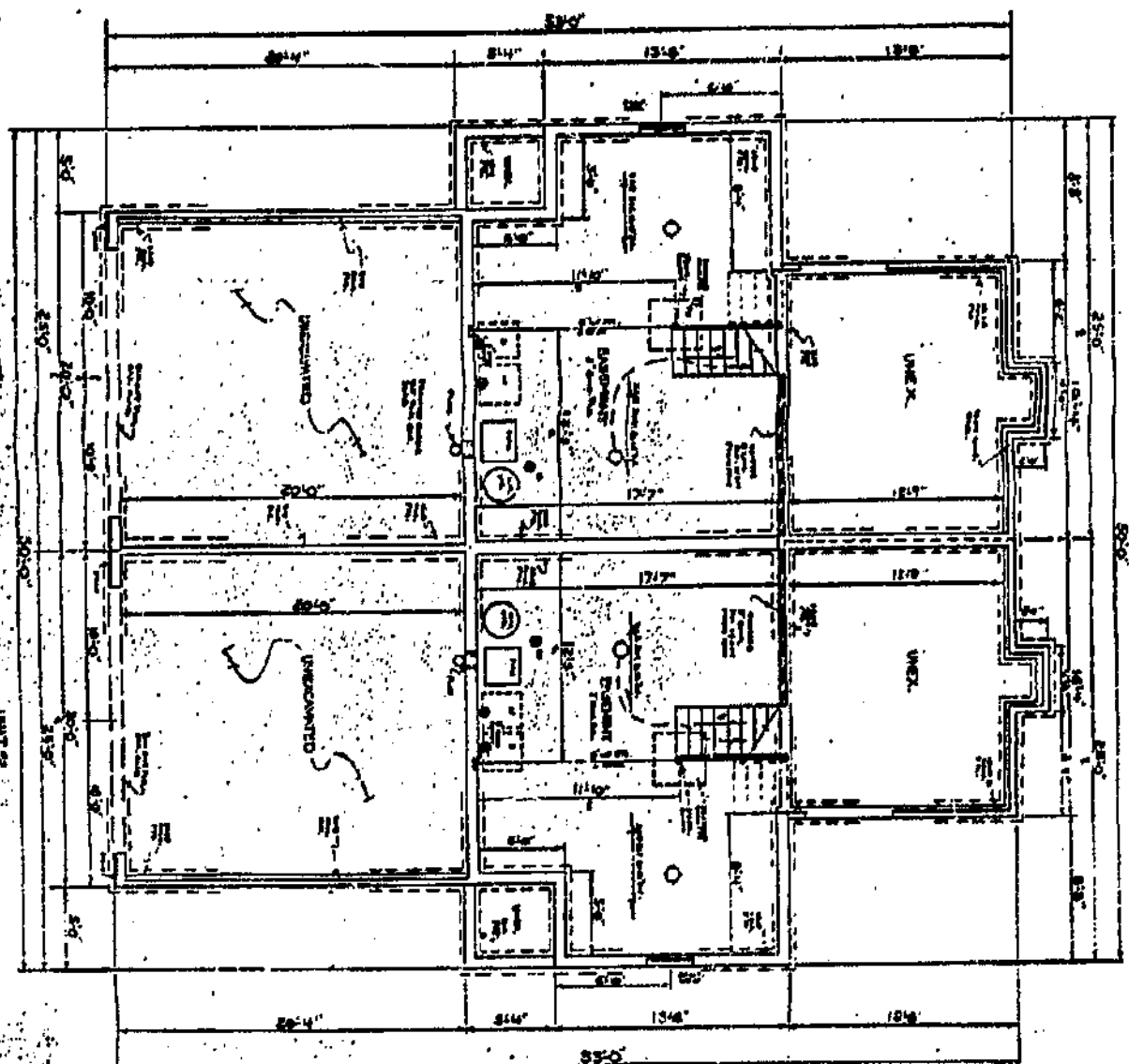


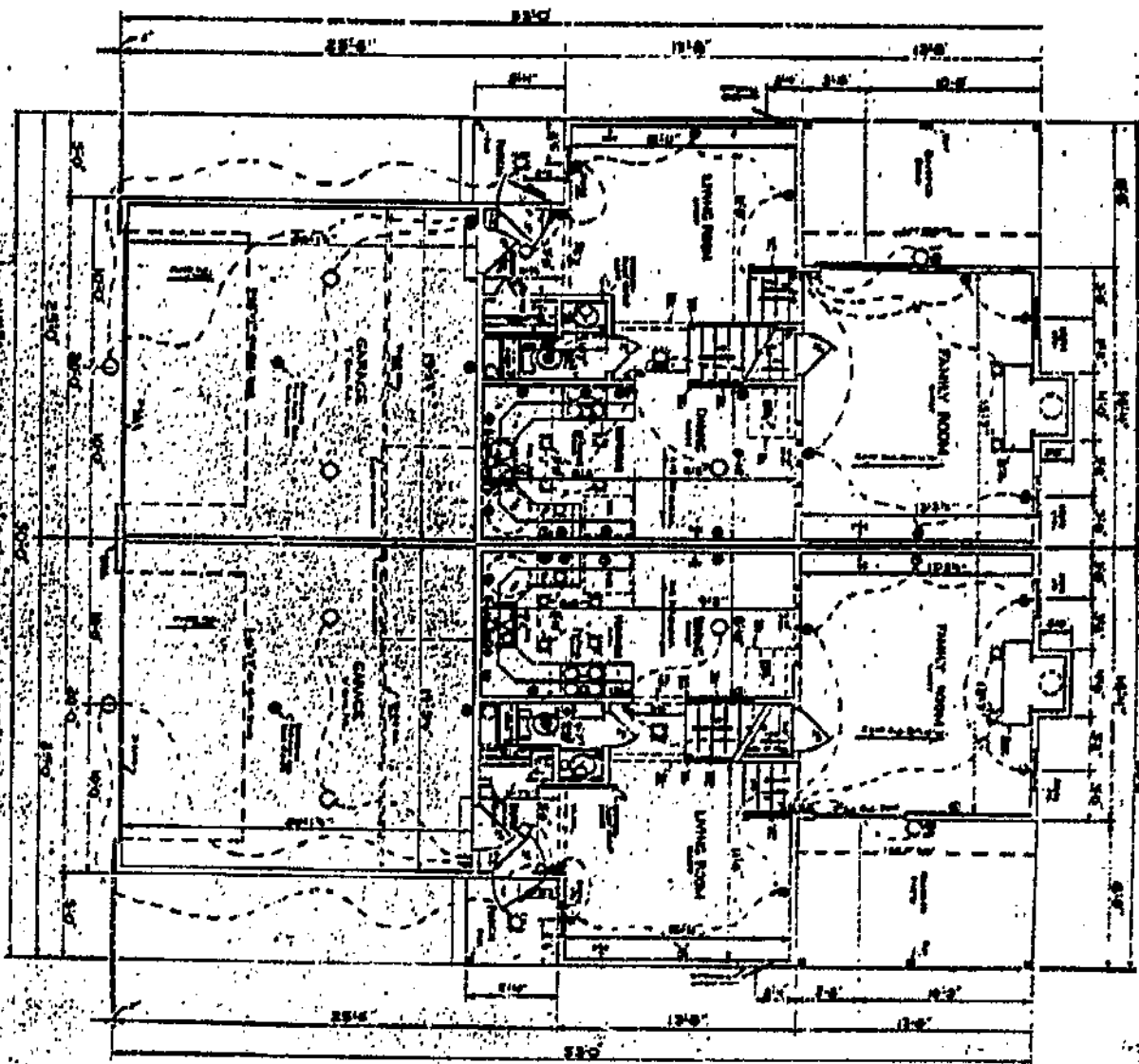


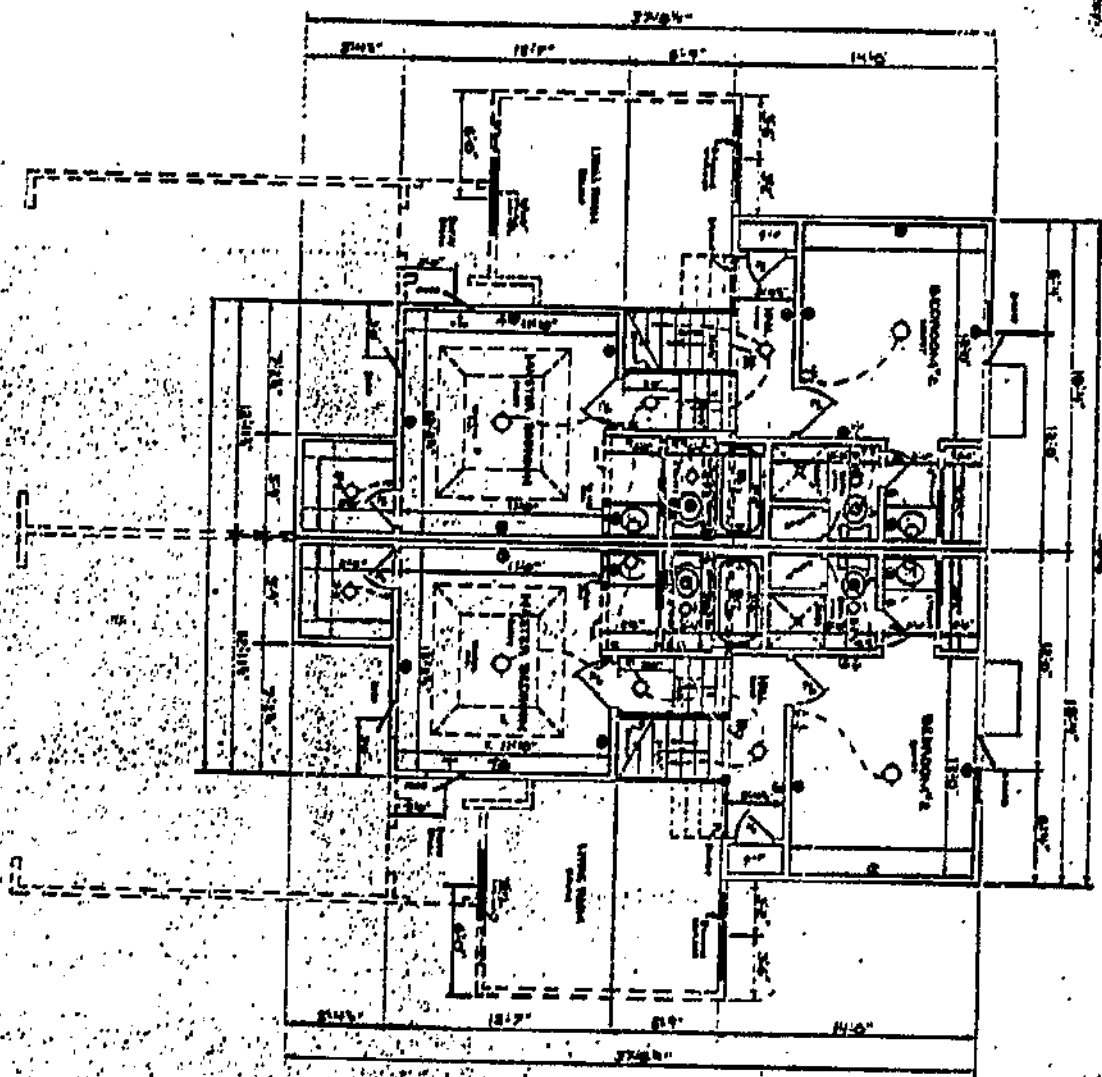
Architectural  
Drawing of  
Detail of  
Window or Door











UNIT 1

SECOND FLOOR PLAN

UNIT 2

EXHIBIT "3"NO MASTER DEEDUNIT DESCRIPTION

Unit No.	Floor Deck Plan	Description	Limited Common Elements	Square Footage	Basic Value	Percentage Ownership of Common Elements	Votes
1	C	2 Bedrooms, 2 baths, Fireplace, on 1 level	(for each unit: patio, patio deck and garage drive)	1,339	\$43,950	2.66%	266
2	B	3 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels	"	1,468	39,750	2.41%	241
3	A-1	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels	"	1,279	35,950	2.18%	218
4	A	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels	"	1,168	34,950	2.12%	212
5	A	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels	"	1,168	34,950	2.12%	212
6	A-1	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels	"	1,279	35,950	2.18%	218
7	B	3 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels	"	1,468	39,750	2.41%	241
8	A-1	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels	"	1,279	35,950	2.18%	218
9	A	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels	"	1,168	34,950	2.12%	212
10	A-1	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels	"	1,279	35,950	2.18%	218
11	B	3 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels	"	1,468	39,750	2.41%	241
12	C	2 Bedrooms, 2 baths, Fireplace, on 1 level	"	1,339	43,950	2.66%	266

## EXHIBIT "3"

Page 2 of 4

Unit No.	Floor Plan	Description	Limited Common Elements		Square Footage	Basic Value	Percentage Ownership of Common Elements		Votes
3	A-1	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels	(for each unit: patio, patio deck and garage drive)		1,279	\$35,950	2.18%		218
4	B	3 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels			1,468	39,750	2.41%		241
5	A-1	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels			1,279	35,950	2.18%		218
6	A	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels			1,168	34,950	2.12%		212
7	A	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels			1,168	34,950	2.12%		212
8	A-1	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels			1,279	35,950	2.18%		218
9	B	3 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels			1,468	39,750	2.41%		241
10	A-1	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels			1,279	35,950	2.18%		218
11	B	3 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels			1,468	39,750	2.41%		241
12	A-1	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels			1,279	35,950	2.18%		218
13	D	2 Bedrooms, 2 baths, Fireplace, on 1 level			1,168	35,250	2.14%		214
14	D	2 Bedrooms, 2 baths, Fireplace, on 1 level			1,168	35,250	2.14%		214
15	D	2 Bedrooms, 2 baths, Fireplace, on 1 level			1,168	35,250	2.14%		214

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PAGE

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BOOK

EXHIBIT "3"

Page 3 of 4

Unit No.	Floor Plan	Description	Limited Common Elements	Square Footage	Basic Value	Percentage Ownership of Common Elements	Votes
6	D	2 Bedrooms, 2 baths, Fireplace, on 1 level	(for each unit: patio, patio deck and garage drive)	1,168	35,250	2.14%	214
7	D	2 Bedrooms, 2 baths, Fireplace, on 1 level	"	1,168	35,250	2.14%	214
8	D	2 Bedrooms, 2 baths, Fireplace, on 1 level	"	1,168	35,250	2.14%	214
9	E	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels	"	1,187	34,950	2.12%	212
0	E	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels	"	1,187	34,950	2.12%	212
1	E	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels	"	1,187	34,950	2.12%	212
2	E	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels	"	1,187	34,950	2.12%	212
3	E	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels	"	1,187	34,950	2.12%	212
4	E	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels	"	1,187	34,950	2.12%	212
5	E	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels	"	1,187	34,950	2.12%	212
6	E	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels	"	1,187	34,950	2.12%	212
7	E	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels	"	1,187	34,950	2.12%	212
8	E	2 Bedrooms, 2-1/2 baths, Fireplace, on 2 levels	"	1,187	34,950	2.12%	212

748 PAGE 217

BOOK

EXHIBIT "3"

Page 4 of 4

Unit No.	Floor Plan	Description	Limited Common Elements	Square Footage	Basic Value	Percentage Ownership of Common Elements	Votes
39	C	2 Bedrooms, 2 baths, fireplace, on 1 level	(for each unit: patio, patio deck and garage drive)	1,339	\$43,950	2.66%	266
40	C	2 Bedrooms, 2 baths, fireplace, on 1 level	"	1,339	43,950	2.66%	266
41	C	2 Bedrooms, 2 baths, fireplace, on 1 level	"	1,339	43,950	2.66%	266
42	C	2 Bedrooms, 2 baths, fireplace, on 1 level	"	1,339	43,950	2.66%	266
43	C	2 Bedrooms, 2 baths, fireplace, on 1 level	"	1,339	43,950	2.66%	266
44	C	2 Bedrooms, 2 baths, fireplace, on 1 level	"	1,339	43,950	2.66%	266

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DOUGLAS COUNTY, NEBR.  
REGISTER OF DEEDS  
JULIENNE J. JOHNSON  
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Book 748  
Page 199  
of Misc

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GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

**THIRD AMENDMENT TO MASTER DEED  
AND BY-LAWS CREATING PIEDMONT  
TOWNHOMES CONDOMINIUM PROPERTY  
REGIME NO. 1**

WHEREAS, the Master Deed (the "Master Deed") creating Piedmont Townhomes Condominium Property Regime No. 1 (the "Regime") was filed with the Register of Deeds of Douglas, Nebraska, on February 27, 1973, in Book 1474, at Page 219 of the Deed Records:

WHEREAS, the First Amendment to Master Deed and By-Laws (the "Amendment") was filed with the Register of Deeds of Douglas County, Nebraska, on March 23, 1977, in Book 578, at Page 231 of the Miscellaneous Records;

WHEREAS, the Second Amendment to Master Deed and By-Laws (the "Amendment") was filed with the Register of Deeds of Douglas County, Nebraska, on August 14, 1985, in Book 748, at Page 199 of the Miscellaneous Records;

WHEREAS, the Second Amendment, among other things, reannexed certain land and units to the Regime; and

WHEREAS, pursuant to the provisions of: Article VII, paragraph f. of the Amended Master Deed and Section 76-853 R.R.S. 1943, the unit owners of the Regime desire to reduce the number of units in the Regime.

NOW, THEREFORE, the Master Deed, including all Exhibits attached thereto, and the First and Second Amendments thereto are hereby amended as follows:

1. Paragraph IV of the Master Deed as reflected in the Amendment is hereby amended to read:

IV. DESCRIPTION OF REGIME

The condominium regime consists of nineteen (19) buildings, six (6) of which are garage buildings and thirteen (13) of which are unit buildings, one to three stories in height, and including basement areas.

The buildings contain a total of forty-three (43) units which may only be used for residential purposes. The condominium regime also includes attached and unattached automobile garages, parking areas, pool, gardens and landscaping. The total ground floor area of all buildings aggregates 54,999 square feet. Said buildings and improvements, together with their location on the land and the area and location of each apartment are more particularly

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TYPE MISC PG 322-332 C/O COMP PD SCAN PD

THIRD AMENDMENT TO MASTER DEED

PAGE 2

described, as follows: (a) Units 1 through 22, inclusive, and Units 39 through 44, inclusive, as described in the building plans attached to the Master Deed as Exhibit "C", (b) Units 23 through 28, inclusive, and Units 33 through 38, inclusive, as described in the building plans attached to the second Amendment to the Master Deed as Exhibit "2", and (c) Units 30 through 32, inclusive, as described in the building plans attached hereto as "Exhibit 1" and by this reference made a part hereof and of the Master Deed.

2. Paragraph VI of the Master Deed as reflected in the Amendment is hereby amended to read:

VI. VALUES


The total value of the entire condominium regime is One Million Six Hundred Eighty Thousand Four Hundred Fifty and 00/100 Dollars (\$1,680,450.00), and the basic value of each unit together with a general description thereof, its square footage, its limited common elements, its percentage share of the expenses of the regime, ownership of the common elements and the number of votes incident to ownership of such unit, are all as set forth on Exhibit "3" attached hereto and by this reference made a part hereof and of the Master Deed.

3. This Third Amendment is effected in pursuant to the provisions of: Article VII, paragraph f. of the Amended Master Deed and the provisions of Section 76-853 R.R.S. 1943, by the unit owners representing more than 75.0% of the condominium's total value, as reflected in the Amended Master Deed; in accordance with the vote of said unit owners at a meeting duly called for the purpose of amending the Regime's Master Deed, held in Omaha, Nebraska on February 28, 1993. This Amendment shall become effective upon the date of execution by all parties and filing with the Register of Deeds of Douglas County, Nebraska.

DATED this 26 day of AUGUST, 1993.

Piedmont Townhomes Association, Inc., a  
Nebraska Non-Profit Corporation,

By:

  
Steven Saye, President

## THIRD AMENDMENT TO MASTER DEED

PAGE 3

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

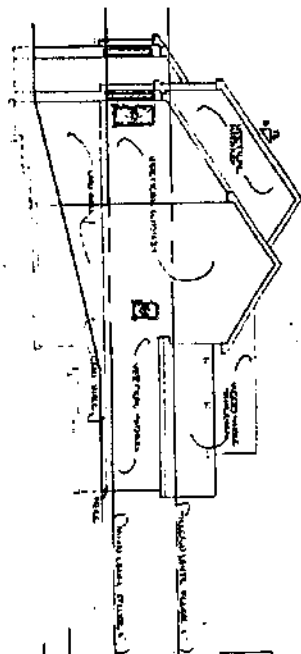
On the 26th day of August, 1993, before me, the undersigned, a Notary Public in and for said County, personally came Steven Saye, President of Piedmont Townhomes Association, Inc., a Nebraska Non-Profit Corporation, to me personally known to be such officer and identical person whose name is affixed to the above instrument, and he acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Corporation.

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

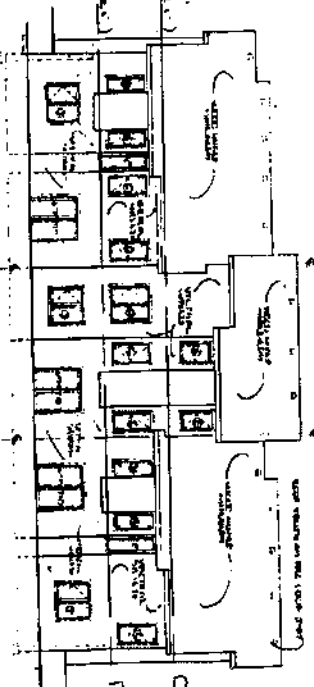


*Ray M. Thurn*  
 Notary Public

NOTARIAL SEAL AFFIXED  
 REGISTER OF DEEDS



TEAR EVAPORATION  
DATE: 10-1-68  
BY: GILFORD  
11-0-68



WRIGHT WIDE ELEVATION  
DATE: 08-1-00 FILE: CFF002D 11-72-75

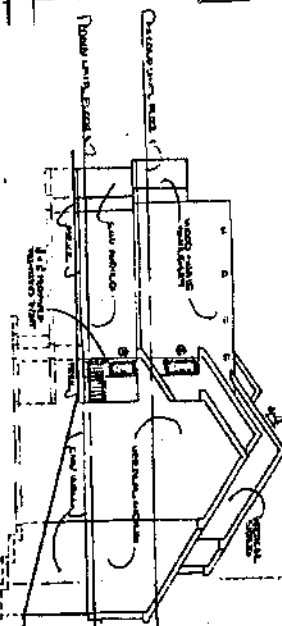
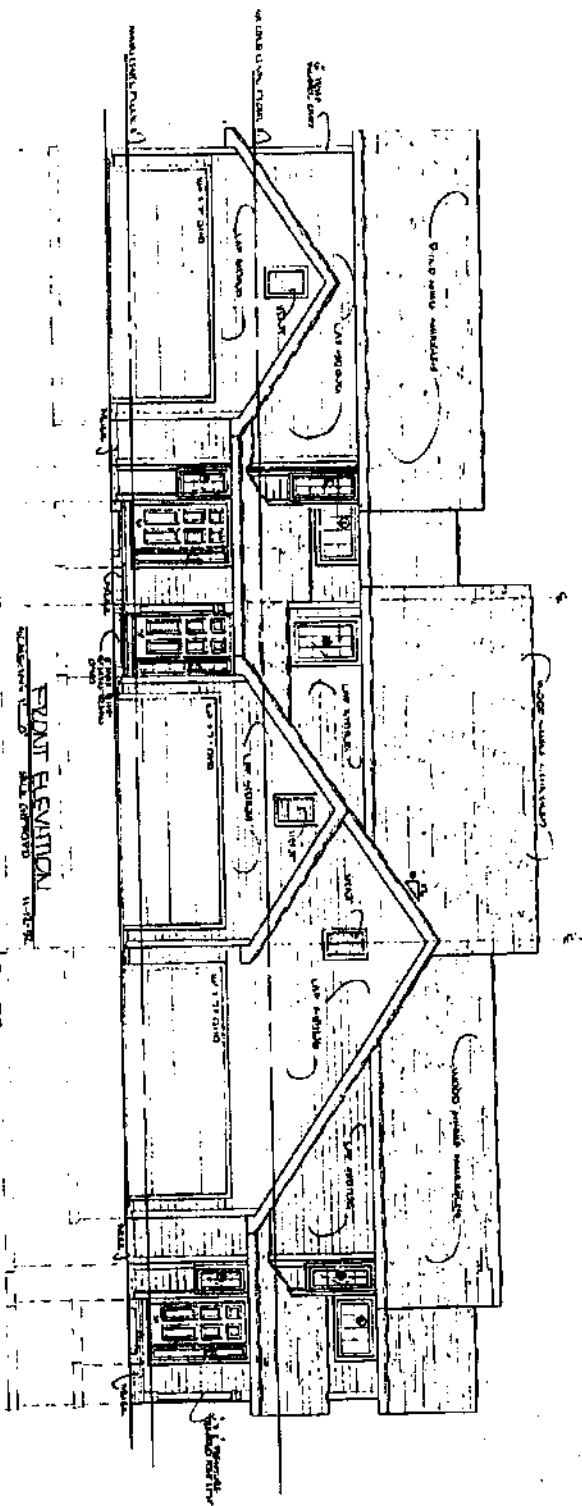


EXHIBIT "2" - PAGE 1 OF 4



**FRONT EVOLUTION**  
 11-12-92  
 SALE APPROVED

EXHIBIT "2" - PAGE 2 OF 4

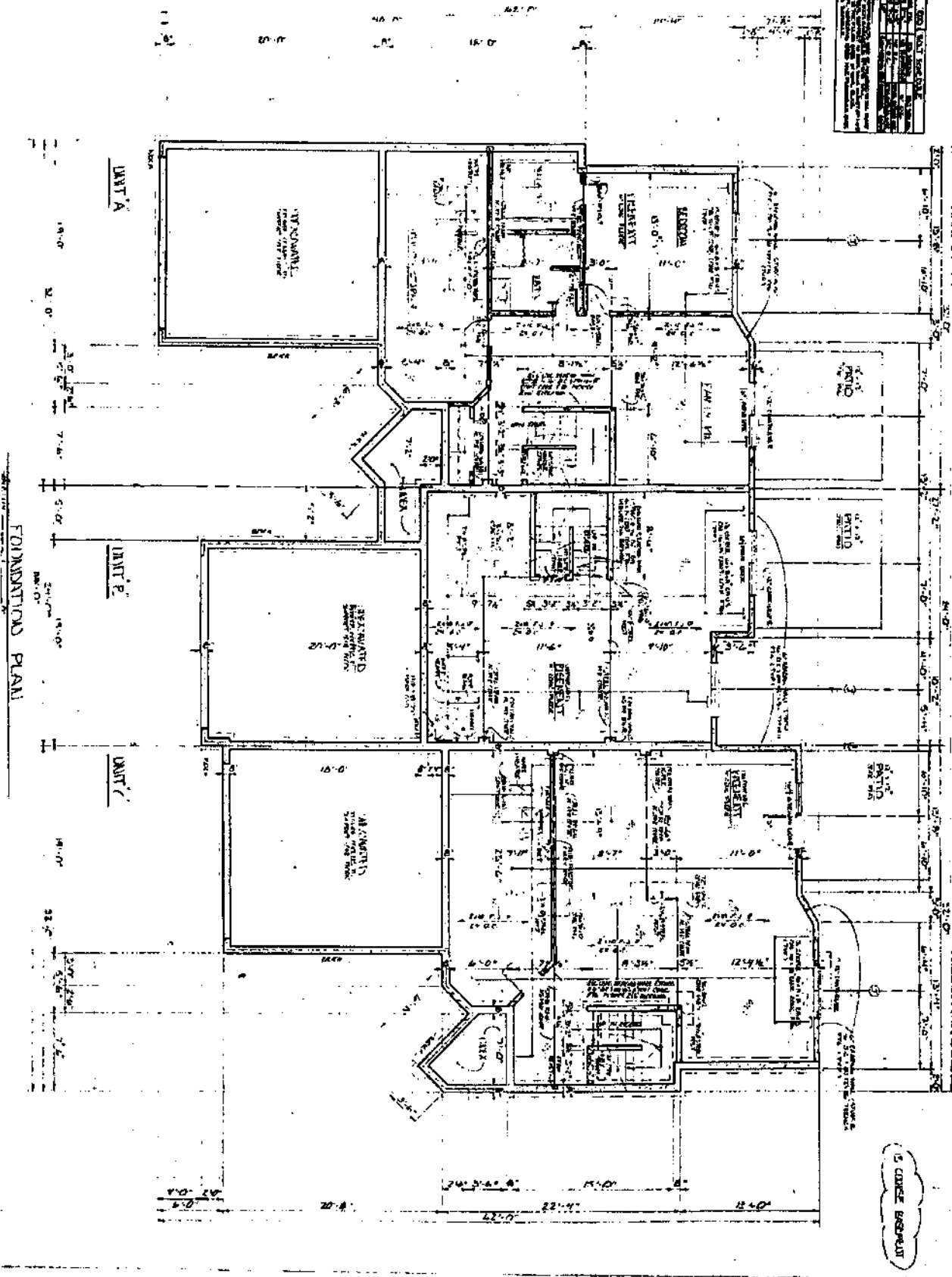
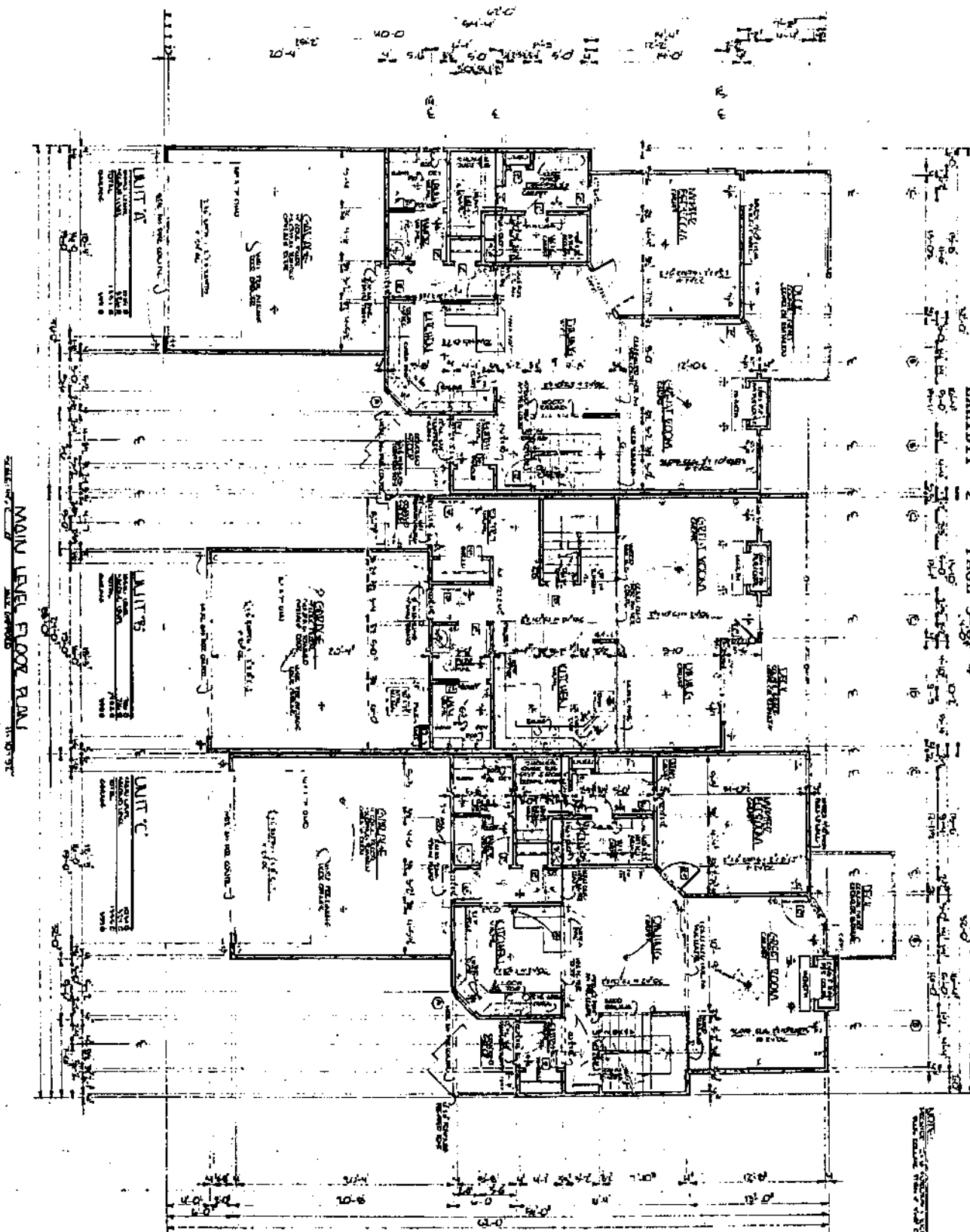


EXHIBIT "2" - PAGE 3 of 4



MAIN LEVEL FLOOR PLAN

EXHIBIT "2" - PAGE 4 OF 4

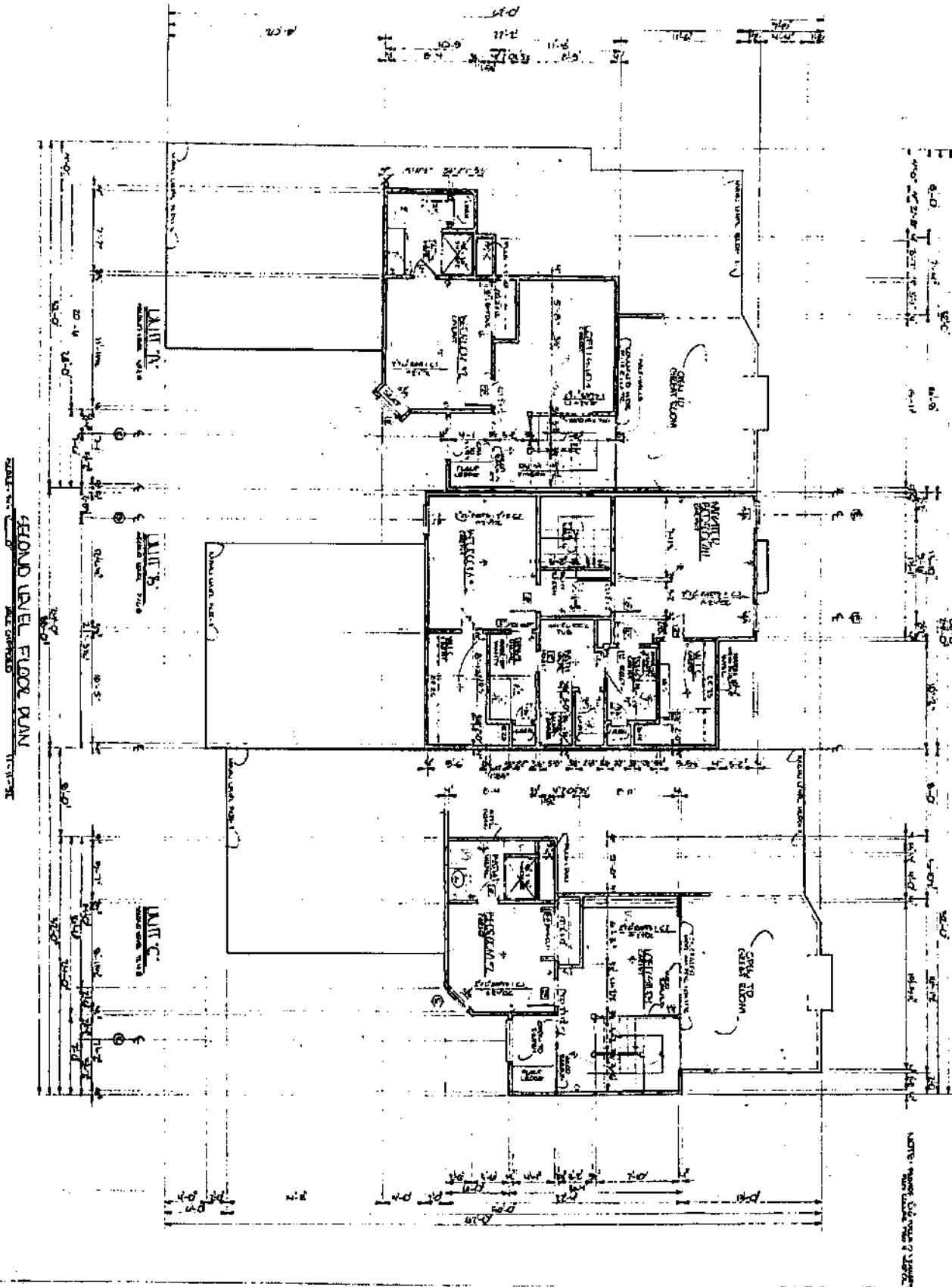


EXHIBIT "3" TO MASTER DEED  
UNIT DESCRIPTION - PAGE 1 OF 4

<u>Unit No.</u>	<u>Floor Plan</u>	<u>Description</u>	<u>Ltd. Common Elements</u>	<u>Square Footage</u>	<u>Basic Value</u>	<u>% Own.</u>	<u>Votes</u>
1	C	2 Bdrms, 2 Baths, Fire-Place-1 level	(Ea. Unit = Patio, Deck & Garage Dr.)	1,339	\$43,950	2.62%	262
2	B	3 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,468	\$39,750	2.37%	237
3	A-1	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,279	\$35,950	2.14%	214
4	A	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,168	\$34,950	2.08%	208
5	A	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,168	\$34,950	2.08%	208
6	A-1	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,279	\$35,950	2.14%	214
7	B	3 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,468	\$39,750	2.37%	237
8	A-1	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,279	\$35,950	2.14%	214
9	A	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,168	\$34,950	2.08%	208
10	A-1	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,279	\$35,950	2.14%	214
11	B	3 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,468	\$39,750	2.37%	237
12	C	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,339	\$43,950	2.62%	262

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EXHIBIT "3" - UNIT DESCRIPTION

<u>Unit No.</u>	<u>Floor Plan</u>	<u>Description</u>	<u>Ltd. Common Elements</u>	<u>Square Footage</u>	<u>Basic Value</u>	<u>% Own.</u>	<u>Votes</u>
13	A-1	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,279	\$35,950	2.14%	214
14	B	3 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,468	\$39,750	2.37%	237
15	A-1	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,279	\$35,950	2.14%	214
16	A	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,168	\$34,950	2.08%	208
17	A	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,168	\$34,950	2.08%	208
18	A-1	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,279	\$35,950	2.14%	214
19	B	3 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,468	\$39,750	2.37%	237
20	A-1	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,279	\$35,950	2.14%	214
21	B	3 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,468	\$39,750	2.37%	237
22	A-1	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,279	\$35,950	2.14%	214
23	D	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,168	\$35,250	2.10%	210
24	D	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,168	\$35,250	2.10%	210

EXHIBIT "3" - UNIT DESCRIPTION

<u>Unit No.</u>	<u>Floor Plan</u>	<u>Description</u>	<u>Ltd. Common Elements</u>	<u>Square Footage</u>	<u>Basic Value</u>	<u>% Own.</u>	<u>Votes</u>
25	D	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,168	\$35,250	2.10%	210
26	D	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,168	\$35,250	2.10%	210
27	D	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,168	\$35,250	2.10%	210
28	D	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,168	\$35,250	2.10%	210
29		THIS UNIT ELIMINATED					
30	D-1	3 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,344	\$56,950	3.39%	339
31	D-1	3 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,344	\$56,950	3.39%	339
32	D-1	3 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,310	\$56,950	3.39%	339
33	E	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,187	\$34,950	2.12%	212
34	E	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,187	\$34,950	2.12%	212
35	E	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,187	\$34,950	2.12%	212
36	E	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,187	\$34,950	2.12%	212

EXHIBIT "3" - UNIT DESCRIPTION

<u>Unit No.</u>	<u>Floor Plan</u>	<u>Description</u>	<u>Ltd. Common Elements</u>	<u>Square Footage</u>	<u>Basic Value</u>	<u>% Own.</u>	<u>Votes</u>
37	E	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,187	\$34,950	2.12%	212
38	E	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,187	\$34,950	2.12%	212
39	C	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,339	\$43,950	2.62%	262
40	C	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,339	\$43,950	2.62%	262
41	C	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,339	\$43,950	2.62%	262
42	C	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,339	\$43,950	2.62%	262
43	C	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,339	\$43,950	2.62%	262
44	C	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,339	\$43,950	2.62%	262



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GEORGE J. BUELL  
REGISTER  
DOUGLAS C.

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**FOURTH AMENDMENT TO MASTER DEED  
AND BY-LAWS CREATING PIEDMONT  
TOWNHOMES CONDOMINIUM PROPERTY  
REGIME NO. 1**

WHEREAS, the Master Deed (the "Master Deed") creating Piedmont Townhomes Condominium Property Regime No. 1 (the "Regime") was filed with the Register of Deeds of Douglas, Nebraska, on February 27, 1973, in Book 1474, at Page 219 of the Deed Records:

WHEREAS, the First Amendment to Master Deed and By-Laws was filed with the Register of Deeds of Douglas County, Nebraska, on March 23, 1977, in Book 578, at Page 231 of the Miscellaneous Records;

WHEREAS, the Second Amendment to Master Deed and By-Laws was filed with the Register of Deeds of Douglas County, Nebraska, on August 14, 1985, in Book 748, at Page 199 of the Miscellaneous Records;

WHEREAS, the Third Amendment to Master Deed and By-Laws was filed with the Register of Deeds of Douglas County, Nebraska, on September 14, 1993, in Book 1095, at Page 322 of the Miscellaneous Records;

WHEREAS, pursuant to the provisions of: Article VII, paragraph f. of the Amended Master Deed and Section 76-854 R.S. SUPP., 1994, the unit owners of the Regime desire to reduce the total value of the Regime;

NOW, THEREFORE, the Master Deed, including all Exhibits attached thereto, and the First, Second and Third Amendments thereto are hereby amended as follows:

1. Paragraph VI of the Master Deed as reflected in the Amendment is hereby amended to read:

**VI. VALUES**

The total value of the entire condominium regime is One Million Six Hundred Forty-One Thousand Four Hundred Fifty and 00/100 Dollars (\$1,641,450.00), and the basic value of each unit together with a general description thereof, its square footage, its limited common elements, its percentage share of the expenses of the regime, ownership of the common elements and the number of votes incident to ownership of such unit, are all as set forth on Exhibit "3" attached hereto and by this reference made a part hereof and of the Master Deed.

*Chris Wilczewski  
550 Morgan Place  
8420 W. Dodge Rd.  
Omaha, NE 68114*

2. This Fourth Amendment is effected in pursuant to the provisions of: Article VII, paragraph f. of the Amended Master Deed and the provisions of Section 76-854 R.R.S. 1943, by the unit owners representing more than 75.0% of the condominium's total value, as reflected in the Amended Master Deed; in accordance with the vote of said unit owners at a meeting duly called for the purpose of amending the Regime's Master Deed, held in Omaha, Nebraska on March 12, 1995. This Amendment shall become effective upon the date of execution by all parties and filing with the Register of Deeds of Douglas County, Nebraska.

DATED this 10 day of APRIL, 1995.

Piedmont Townhomes Association, Inc., a  
Nebraska Non-Profit Corporation,

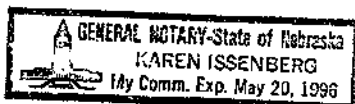
By: 


Steven Saye, President

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

On the 10<sup>th</sup> day of April, 1995, before me, the undersigned, a Notary Public in and for said County, personally came Steven Saye, President of Piedmont Townhomes Association, Inc., a Nebraska Non-Profit Corporation, to me personally known to be such officer and identical person whose name is affixed to the above instrument, and he acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Corporation.

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



  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

EXHIBIT "3" TO MASTER DEED  
UNIT DESCRIPTION - PAGE 1 OF 4

<u>Unit No.</u>	<u>Floor Plan</u>	<u>Description</u>	<u>Ltd. Common Elements</u>	<u>Square Footage</u>	<u>Basic Value</u>	<u>% Own.</u>	<u>Votes</u>
1	C	2 Bdrms, 2 Baths, Fire-Place-1 level	(Ea. Unit = Patio, Deck & Garage Dr.)	1,339	\$43,950	2.68%	268
2	B	3 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,468	\$39,750	2.42%	242
3	A-1	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,279	\$35,950	2.19%	219
4	A	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,168	\$34,950	2.13%	213
5	A	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,168	\$34,950	2.13%	213
6	A-1	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,279	\$35,950	2.19%	219
7	B	3 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,468	\$39,750	2.42%	242
8	A-1	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,279	\$35,950	2.19%	219
9	A	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,168	\$34,950	2.13%	213
10	A-1	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,279	\$35,950	2.19%	219
11	B	3 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,468	\$39,750	2.42%	242
12	C	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,339	\$43,950	2.68%	268

EXHIBIT "3" - UNIT DESCRIPTION

<u>Unit No.</u>	<u>Floor Plan</u>	<u>Description</u>	<u>Ltd. Common Elements</u>	<u>Square Footage</u>	<u>Basic Value</u>	<u>% Own.</u>	<u>Votes</u>
13	A-1	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,279	\$35,950	2.19%	219
14	B	3 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,468	\$39,750	2.42%	242
15	A-1	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,279	\$35,950	2.19%	219
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18	A-1	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,279	\$35,950	2.19%	219
19	B	3 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,468	\$39,750	2.42%	242
20	A-1	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,279	\$35,950	2.19%	219
21	B	3 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,468	\$39,750	2.42%	242
22	A-1	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,279	\$35,950	2.19%	219
23	D	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,168	\$35,250	2.15%	215
24	D	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,168	\$35,250	2.15%	215



EXHIBIT "3" - UNIT DESCRIPTION

<u>Unit No.</u>	<u>Floor Plan</u>	<u>Description</u>	<u>Ltd. Common Elements</u>	<u>Square Footage</u>	<u>Basic Value</u>	<u>% Own.</u>	<u>Votes</u>
25	D	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,168	\$35,250	2.15%	215
26	D	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,168	\$35,250	2.15%	215
27	D	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,168	\$35,250	2.15%	215
28	D	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,168	\$35,250	2.15%	215
29	THIS UNIT ELIMINATED						
30	C	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,344	\$43,950	2.68%	268
31	C	2 Bdrms, 1-1/2 Baths, Fire-Place-2 levels	"	1,310	\$43,950	2.68%	268
32	C	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,344	\$43,950	2.68%	268
33	E	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,187	\$34,950	2.13%	213
34	E	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,187	\$34,950	2.13%	213
35	E	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,187	\$34,950	2.13%	213
36	E	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,187	\$34,950	2.13%	213

EXHIBIT "3" - UNIT DESCRIPTION

<u>Unit No.</u>	<u>Floor Plan</u>	<u>Description</u>	<u>Ltd. Common Elements</u>	<u>Square Footage</u>	<u>Basic Value</u>	<u>% Own.</u>	<u>Votes</u>
37	E	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,187	\$34,950	2.13%	213
38	E	2 Bdrms, 2-1/2 Baths, Fire-Place-2 levels	"	1,187	\$34,950	2.13%	213
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40	C	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,339	\$43,950	2.68%	268
41	C	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,339	\$43,950	2.68%	268
42	C	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,339	\$43,950	2.68%	268
43	C	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,339	\$43,950	2.68%	268
44	C	2 Bdrms, 2 Baths, Fire-Place-1 level	"	1,339	\$43,950	2.68%	268