

MASTER DEED

THIS MASTER DEED AND DECLARATION made this 15 day of September, 1980 by BROOK HOLLOW, INC., a Nebraska corporation (herein called "Developer"), for itself, its successors, grantees and assigns,

WITNESSETH:

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 76-824, R.R.S. Nebraska (herein called "Condominium Act"), and the name by which this condominium is to be identified is Brook Hollow Condominium Property Regime.

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

Lots 147 through 152, 126, 135, 157 and parts of Lots 136, 146 and 156 in Bel Air Addition to the City of Omaha, Douglas County, Nebraska, together with vacated adjoining streets, avenues and drives; all as more particularly described on Exhibit "A" attached hereto.

Together with pedestrian, vehicular and utility easements over vacated Pine Street and vacated Pine Avenue, recorded in Miscellaneous Book 638 Page 698 in the Register of Deeds of said County.

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

4) The condominium will consist of 20 buildings with a height of not more than two stories plus basement. The buildings will contain a total of 35 apartments which may only be used for residential purposes. The condominium will also include automobile garages, parking areas, gardens and landscaping. The total ground floor area of all buildings (including garages) aggregates 80,080 square feet and the total land area aggregates 527,596 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 and recorded with this Master Deed.

5) The general common elements of the condominium are described as follows:

A swimming pool and other recreational facilities together with all necessary appurtenances and the land on which the buildings stand including all of the surrounding lands embraced within the legal description specified above; the exterior surfaces of all apartment buildings except that exterior screening, window glass, storm doors and doors including

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the foundations, exterior walls and party walls, roofs, yards and gardens, except that any yard areas and equipment that may be included within individual apartment patios and individual apartment fences as delineated on the attached plans shall not be common elements; drives, walks, parking areas and all parts of the property and improvements which are not located within the interior of the apartments as shown on the attached plans; common water meters and common chimney flues used by more than one apartment. The air conditioning compressor supplying coolant for each apartment is not a common element but is a part of each such apartment and shall be maintained and replaced as needed by each co-owner. Each co-owner shall be responsible for the repair, maintenance and replacement of the interior of his apartment and the exterior portions thereof which have been excluded from the above definition of common elements including specifically, but not limited to, exterior glass, screens, storm and entry doors, garage doors and decks; 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 co-owner fails to make all reasonable and necessary repairs and replacements of the parts of the exterior of his apartment which are herein excluded from the common elements and are thereby included within the individual apartment definition, then the Association may perform such work, invoice the owner for the cost thereof and secure and enforce a claim and lien therefor against the co-owner and his apartment in like manner as a delinquent assessment for common element expense.

6) The total basic value of the entire condominium regime is \$4,590,000.00, and the basic value of each apartment together with the percentage which each apartment shall share in the expenses of and the rights in the common elements are as follows:

| Apartment | | | Apartment | | |
|---------------|--------------------|-------------------|---------------|--------------------|-------------------|
| <u>Number</u> | <u>Basic Value</u> | <u>Percentage</u> | <u>Number</u> | <u>Basic Value</u> | <u>Percentage</u> |
| 1 | \$110,500.00 | 2.40 | 27 | \$157,250.00 | 3.43 |
| 2 | 110,500.00 | 2.40 | 28 | 119,000.00 | 2.59 |
| 3 | 110,500.00 | 2.40 | 29 | 110,500.00 | 2.40 |
| 4 | 110,500.00 | 2.40 | 30 | 110,500.00 | 2.40 |
| 5 | 140,250.00 | 3.06 | 31 | 148,750.00 | 3.24 |
| 6 | 140,250.00 | 3.06 | 32 | 148,750.00 | 3.24 |
| 7 | 110,500.00 | 2.40 | 33 | 140,250.00 | 3.06 |
| 8 | 110,500.00 | 2.40 | 34 | 140,250.00 | 3.06 |
| 9 | 148,750.00 | 3.24 | 35 | 119,000.00 | 2.59 |
| 10 | 148,750.00 | 3.24 | | | |
| 11 | 195,500.00 | 4.29 | | 4,590,000.00 | 100% |
| 12 | 123,250.00 | 2.69 | | | |
| 13 | 114,750.00 | 2.50 | | | |
| 14 | 123,250.00 | 2.69 | | | |
| 15 | 123,250.00 | 2.69 | | | |
| 16 | 119,000.00 | 2.59 | | | |

7) The following covenants, conditions and restrictions relating to this condominium regime shall run with the land and bind all co-owners, tenants of such owners, employees and any other persons who use the property, including the persons who acquire the interest of any co-owner through foreclosure, enforcement of any lien or otherwise:

a) Brook Hollow Association Inc.

a Nebraska non-profit corporation, has been incorporated to provide a vehicle for the management of the condominium. Each co-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.

b) The common elements are for the use and enjoyment of all co-owners. The ownership of the common elements shall remain undivided, and no person or co-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 co-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 a co-owner in the common elements is appurtenant to his apartment and inseparable from apartment ownership. Assessments against co-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 ten days after the date when due shall not bear interest, but all sums not paid within said ten-day period shall bear interest at the highest legal contract rate from due date until paid. If any co-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 co-owner's interest in his apartment and in the property, and upon the recording of such lien by the Association in the Register of Deeds of the county wherein the condominium is located, 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 apartment and except prior duly recorded mortgage and lien instruments.

c) Each co-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 apartment building; unless approved by the Association in writing.

3) To promptly report to the Association any defect or need for repair.

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 unit nor any portion thereof sold or transferred without first amending this Master Deed to show the changes in the apartments to be subdivided.

e) No practice or use shall be permitted on the condominium property or in any apartment which shall be an annoyance to other co-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 apartment 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) No co-owner may sell or lease his apartment or any interest therein unless he shall have given to the Association, at least five days prior to closing of such sale or lease, a written notice specifying the names and current address of such buyers or lessees and the terms and price of such sale or lease together with a copy of the proposed sale agreement or lease. The above provisions regarding approval of transfers shall not apply to acquisition of ownership through foreclosure of a mortgage upon an apartment.

g) Unless a greater number is required by law, co-owners representing two-thirds or more of the total basic value of the condominium may at any time in writing duly acknowledged and recorded effect an amendment to the By-Laws of said condominium which are attached hereto; and unless a greater number is required by law, co-owners representing three-fourths or more of the total basic value of the condominium may at any time in writing duly acknowledged and recorded effect any alteration, deletion or amendment to this Master Deed; provided that such changes shall not bind any then existing mortgage holders of record unless they likewise consent to such change in writing.

h) This condominium regime may be terminated or waived by written agreement of co-owners representing three-fourths or more of the total basic value of the condominium and by all lien holders of record; which agreement shall be acknowledged

petition of any co-owner, but if co-owners representing three-fourths of the total basic value of the condominium agree in writing to sell or otherwise dispose of the condominium property, then all co-owners shall be bound to execute such deeds or other documents reasonably necessary to effect such sale or disposition when 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. In no event may the condominium property be sold or otherwise disposed of without the prior termination or waiver of the regime, unless such sale or disposition is approved in writing by co-owners representing 100 per cent of the total basic value of the condominium and by the holders of all mortgages of record covering any apartments within the condominium. Notwithstanding any provision in the By-Laws, there shall be no reduction or deletion or conveyance of the common elements without the prior written consent of the holders of all mortgages of record against any apartments within the condominium.

i) Household pets will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time to time. 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 unless fully screened from view in a manner approved in writing by the Association. Private barbecue grills may not be used in the common areas, and outside use or storage of barbecue grills will be subject to regulation, restriction or exclusion by the Association. Automobile parking will be subject to regulation and restriction by the Association.

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

1) To a co-owner at his last-known address on the books of the Association.

2) To the condominium or the Association at registered office of the Association.

k) Developer reserves the right to use any apartments owned by it as model homes and as sales closing facilities until completion of sales of all apartments to be constructed by Developer within this Condominium Regime.

BROOK HOLLOW, INC.

By: Harold E. [Signature]
President



EXHIBIT "A"

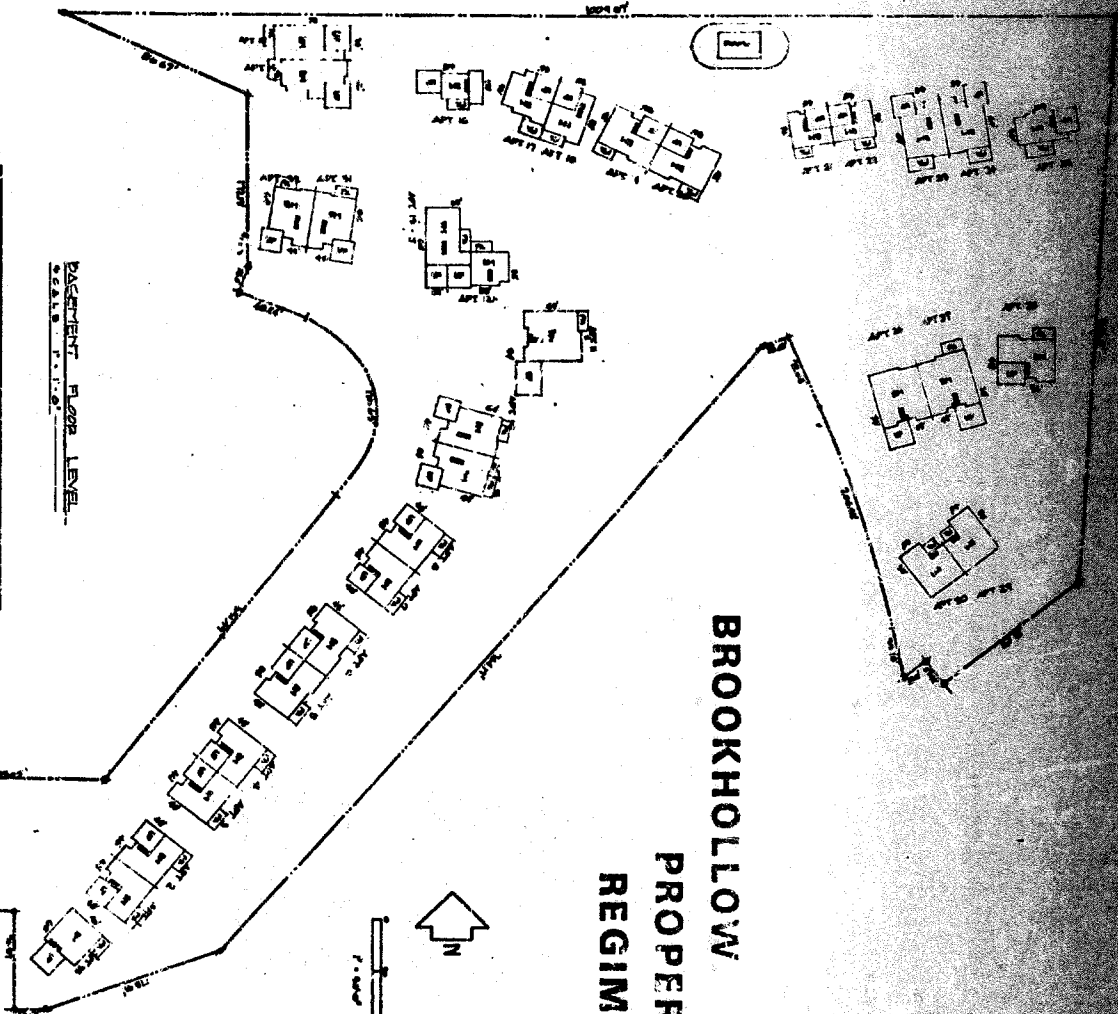
LEGAL DESCRIPTION:

All of Lots 147 thru 152 inclusive, all of Lots 126, 135 and 157, all of that part of Lots 136 and 146 lying West of Interstate No. 680, together with a part of Lot 156, together with all of vacated 112th Street adjoining said Lots 146, 147 and 148, together with the Easterly $\frac{1}{4}$ of vacated 112th Street adjoining said Lot 135 on the West with the North $\frac{1}{4}$ of vacated Bel Air Drive adjoining said Lot 135 on the South, together with the Easterly $\frac{1}{4}$ of vacated 113th Avenue and vacated Pine Avenue adjoining said Lots 148 thru 152 inclusive and Lot 157 on the South and West, together with the West $\frac{1}{4}$ of vacated 113th Avenue adjoining said Lot 126 on the East, all in Bel Air, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, all more particularly described as follows: Beginning at the S.W. corner of said Lot 152; thence N $89^{\circ} 59' 37''$ W, 25.00 feet to a point on the centerline of said vacated 113th Avenue; thence N $00^{\circ} 00' 23''$ E (assumed bearing) on the centerline of said vacated 113th Avenue, 96.59 feet; thence S $89^{\circ} 56' 09''$ W on the South line of said Lot 126 and its Easterly extension, 165.00 feet to the S.W. corner of said Lot 126; thence N $00^{\circ} 00' 23''$ E on the West line of said Lot 126, 132.00 feet to the N.W. corner of said Lot 126; thence N $89^{\circ} 56' 09''$ E on the North line of said Lot 126 and its Easterly extension, 245.65 feet to a point on the centerline of said vacated Pine Avenue; thence N $38^{\circ} 58' 59''$ E on the centerline of said vacated Pine Avenue, 351.49 feet to a point of curve; thence Northwesterly on the centerline of said vacated Pine Avenue on a 95.01 foot radius curve to the left (chord bearing N $14^{\circ} 16' 27''$ W, chord distance 152.27 feet), an arc distance of 176.63 feet to a point of tangency; thence N $67^{\circ} 31' 53''$ W on the centerline of said vacated Pine Avenue, 68.24 feet; thence N $22^{\circ} 28' 07''$ E, 25.00 feet to the S.W. corner of said Lot 157; thence N $00^{\circ} 00' 08''$ E on a line parallel to the centerline of 114th Street, 172.13 feet to a point on the South line of said Lot 147; thence N $66^{\circ} 41' 22''$ W on the South line of said Lot 147, 216.69 feet to the West corner of said Lot 147; thence N $89^{\circ} 30' 12''$ E on the North line of said Lots 147 and 146, 1609.67 feet to a point on the West line of said Interstate No. 680; thence S $45^{\circ} 42' 07''$ W on the West line of said Interstate No. 680, 546.11 feet to a point on the centerline of said vacated Bel Air Drive; thence S $53^{\circ} 14' 58''$ W on the centerline of said vacated Bel Air Drive, 162.18 feet; thence N $13^{\circ} 26' 28''$ W, 27.22 feet; thence S $53^{\circ} 14' 58''$ W, 27.22 feet to a point on the centerline of said vacated 112th Street; thence N $13^{\circ} 26' 28''$ W on the centerline of said vacated 112th Street, 53.78 feet to a point of curve; thence Northwesterly on the centerline of said vacated 112th Street on a 1257.98 foot radius curve to the left (chord bearing N $16^{\circ} 08' 58''$ W, chord distance 206.52 feet), an arc distance of 206.75 feet to a point of tangency; thence N $22^{\circ} 51' 28''$ W on the centerline of said vacated 112th Street, 72.05 feet; thence S $67^{\circ} 08' 32''$ W, 25.00 feet to the N.E. corner of Lot 134, said Bel Air; thence S $41^{\circ} 56' 22''$ W on the Southerly line of said Lots 148 thru 152 inclusive, 764.17 feet to an angle point on the Southerly line of said Lot 152; thence S $66^{\circ} 51' 23''$ W on the Southerly line of said Lot 152, 178.93 feet to the point of beginning.

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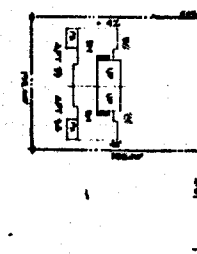


**BROOKHOLLOW CONDOM
PROPERTY
REGIME**



SYMBOLS

| | |
|--------------------------|-------------------------------|
| 1. AIR CONDITIONING UNIT | 11. AIR-CONDITIONED PASSENGER |
| 2. BATH | 12. COMMON AREA |
| 3. BREAK ROOM | 13. COMMON AREA |
| 4. CLOSET | 14. COMMON AREA |
| 5. CONDO OFFICE | 15. COMMON AREA |
| 6. CONDO OFFICE | 16. COMMON AREA |
| 7. CONDO OFFICE | 17. COMMON AREA |
| 8. CONDO OFFICE | 18. COMMON AREA |
| 9. CONDO OFFICE | 19. COMMON AREA |
| 10. CONDO OFFICE | 20. COMMON AREA |



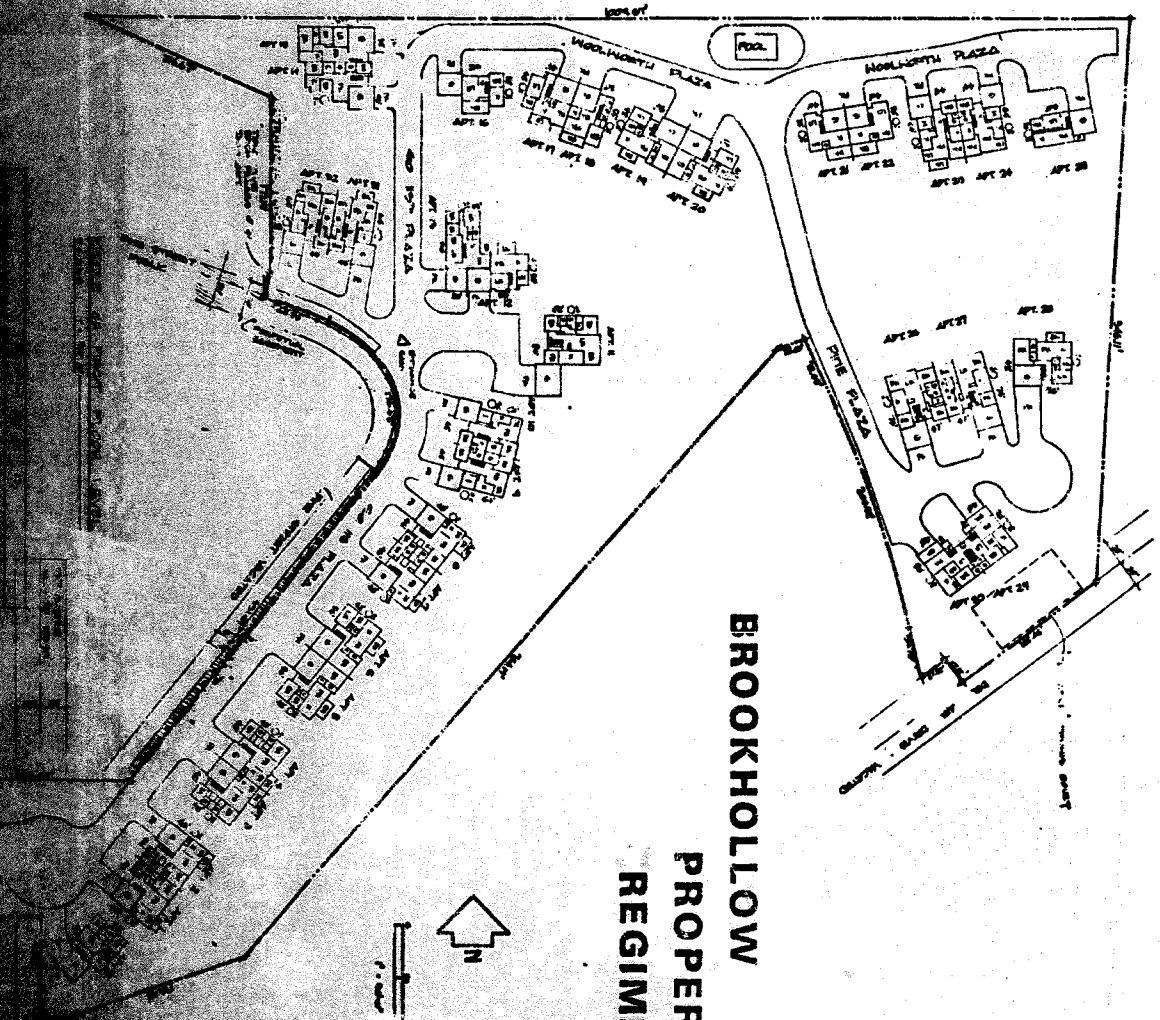
THE UNDERSIGNED JOHN EDGAR STEVENSON
CONSULTING ENGINEER HAS EXAMINED THE
CONDOMINIUM PROPERTY REGIME AND HAS
DETERMINED THAT THE SAME COMPLY WITH
THE REQUIREMENTS OF THE CONDOMINIUM
ACT AND THE REGULATIONS THEREUNDER.

DATE: 1/25/88

JOHN EDGAR STEVENSON
CONSULTING ENGINEER

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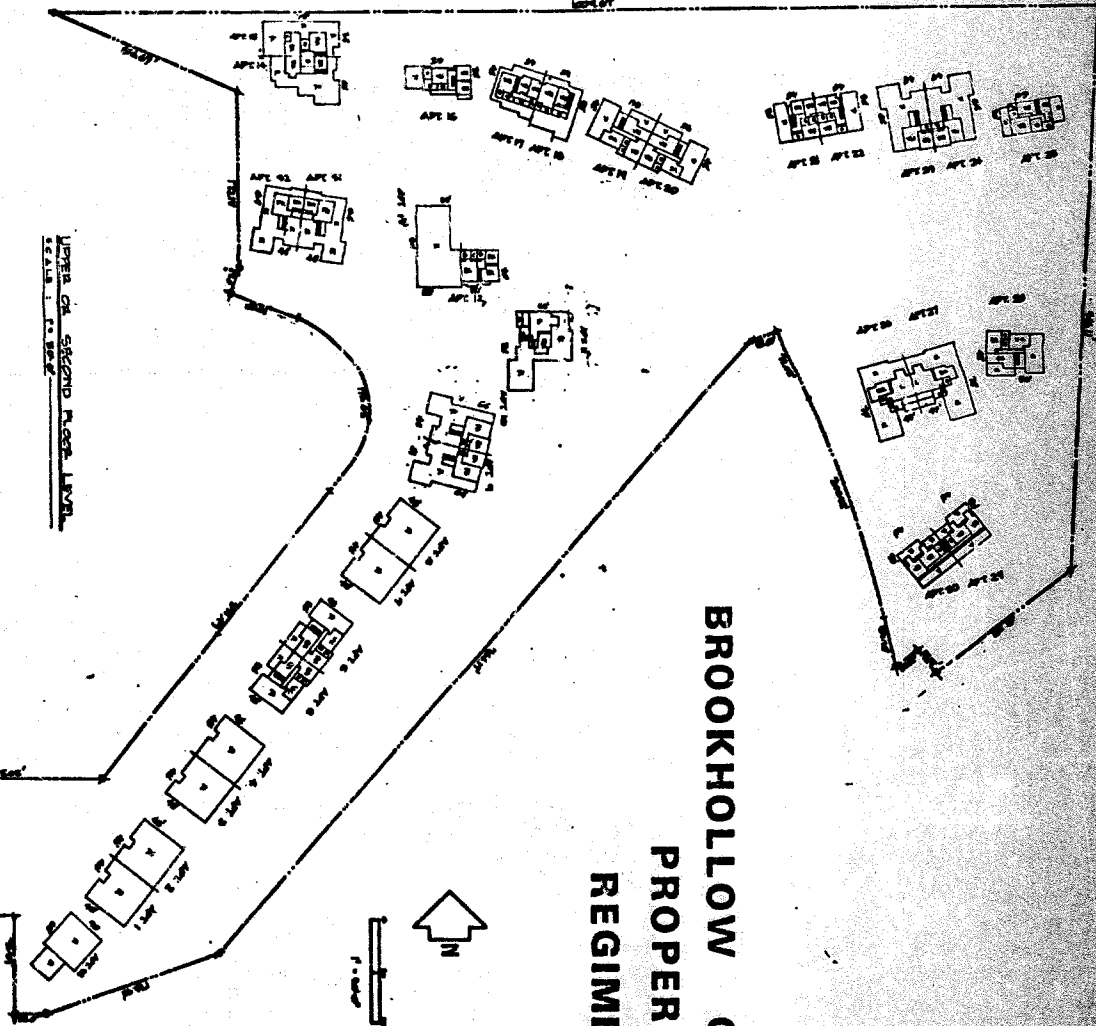
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**BROOKHOLLOW CONDOMINIUM
PROPERTY
REGIME**

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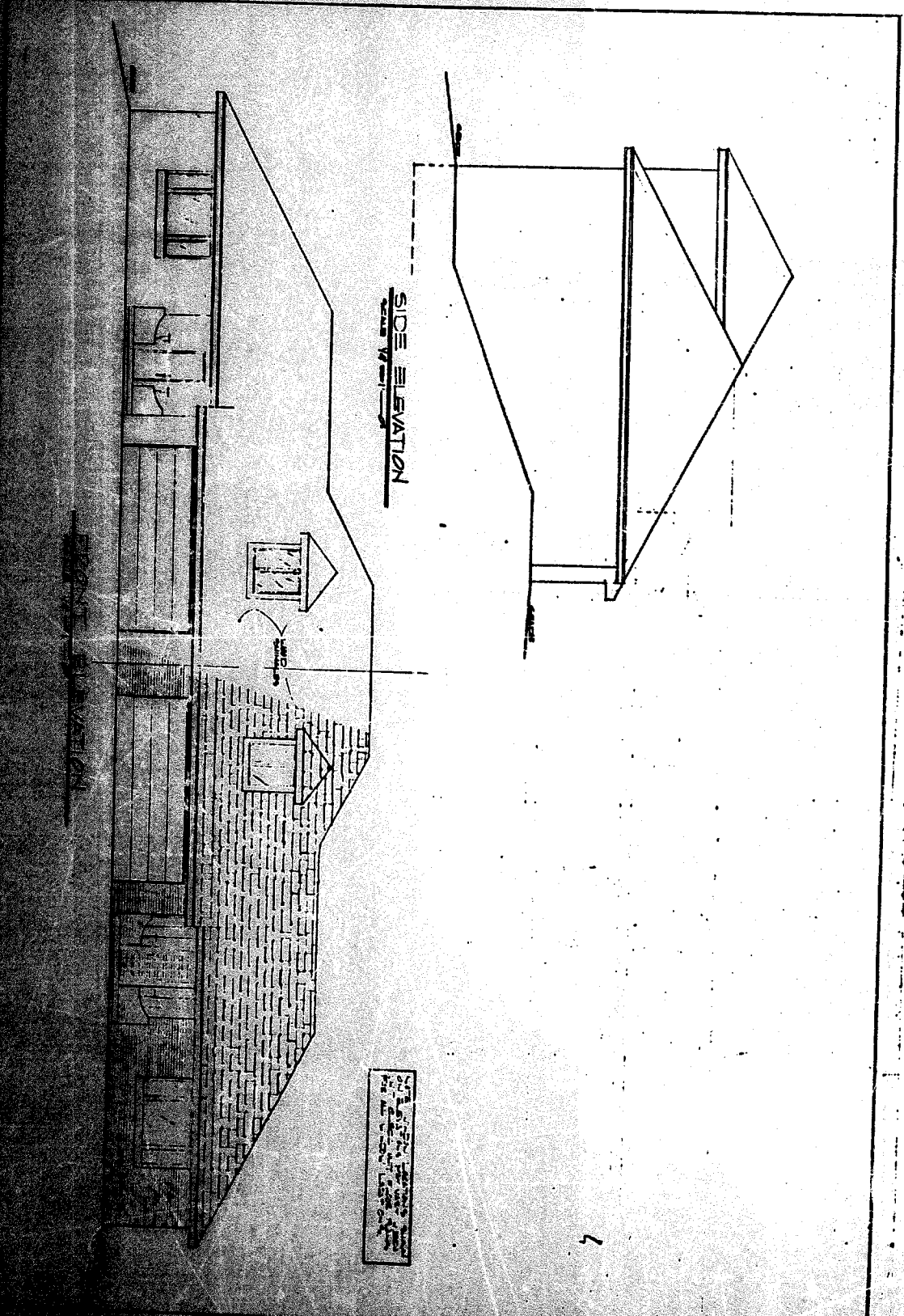
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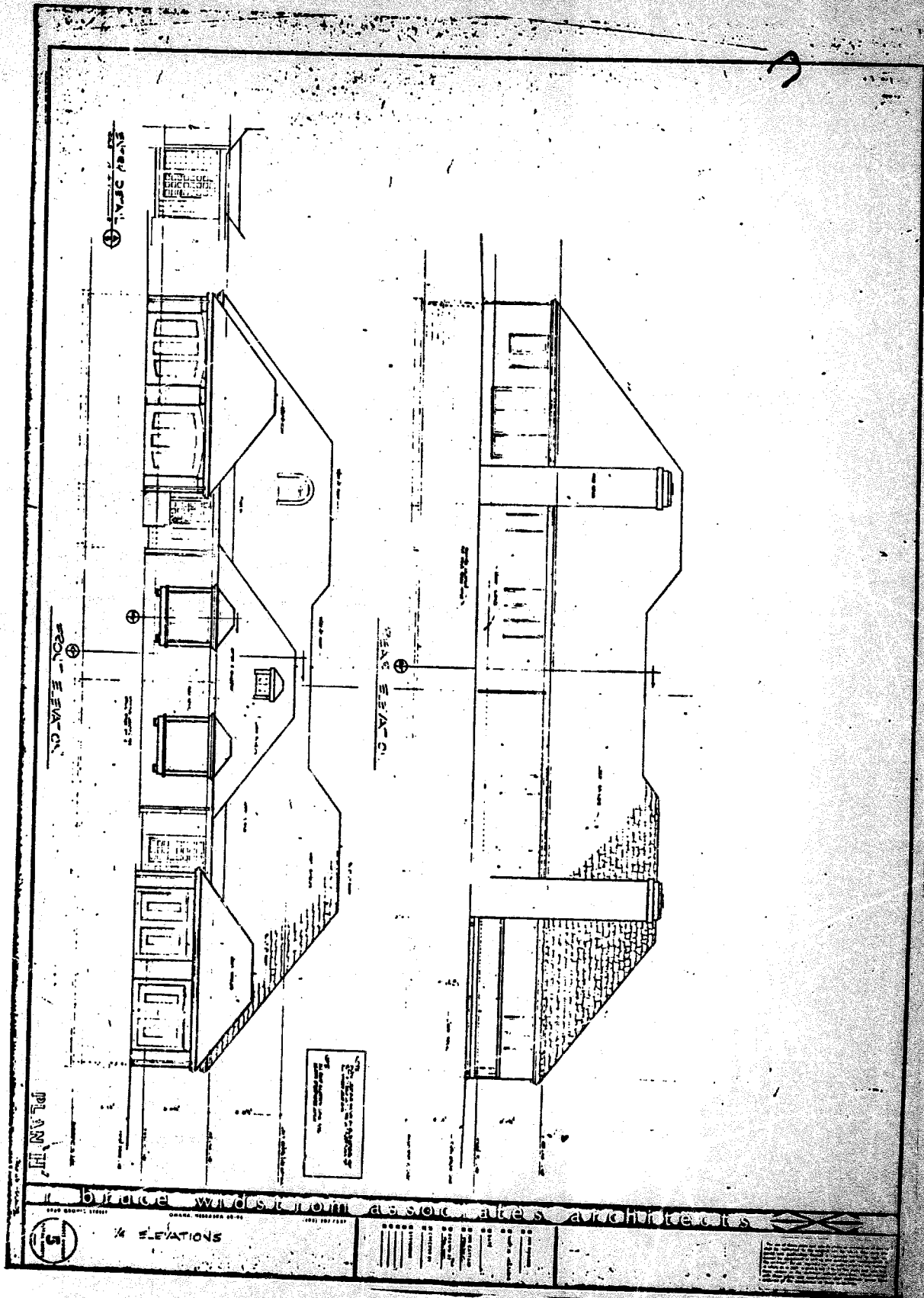


UPPER OF SECOND FLOOR LEVEL
SCALE 1/8" = 1'-0"

| | |
|------|-----------------|
| 1-0 | APARTMENT UNIT |
| 2-0 | COMMON AREA |
| 3-0 | STAIR |
| 4-0 | ELEVATOR |
| 5-0 | MECHANICAL ROOM |
| 6-0 | UTILITY ROOM |
| 7-0 | REAR PORCH |
| 8-0 | FRONT PORCH |
| 9-0 | SCREENED PORCH |
| 10-0 | DECK |
| 11-0 | PATIO |
| 12-0 | WALKWAY |
| 13-0 | DRIVEWAY |
| 14-0 | CARPORT |
| 15-0 | POOL |
| 16-0 | SPACIO |
| 17-0 | TRUCK |
| 18-0 | TRUCK |
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| 24-0 | TRUCK |

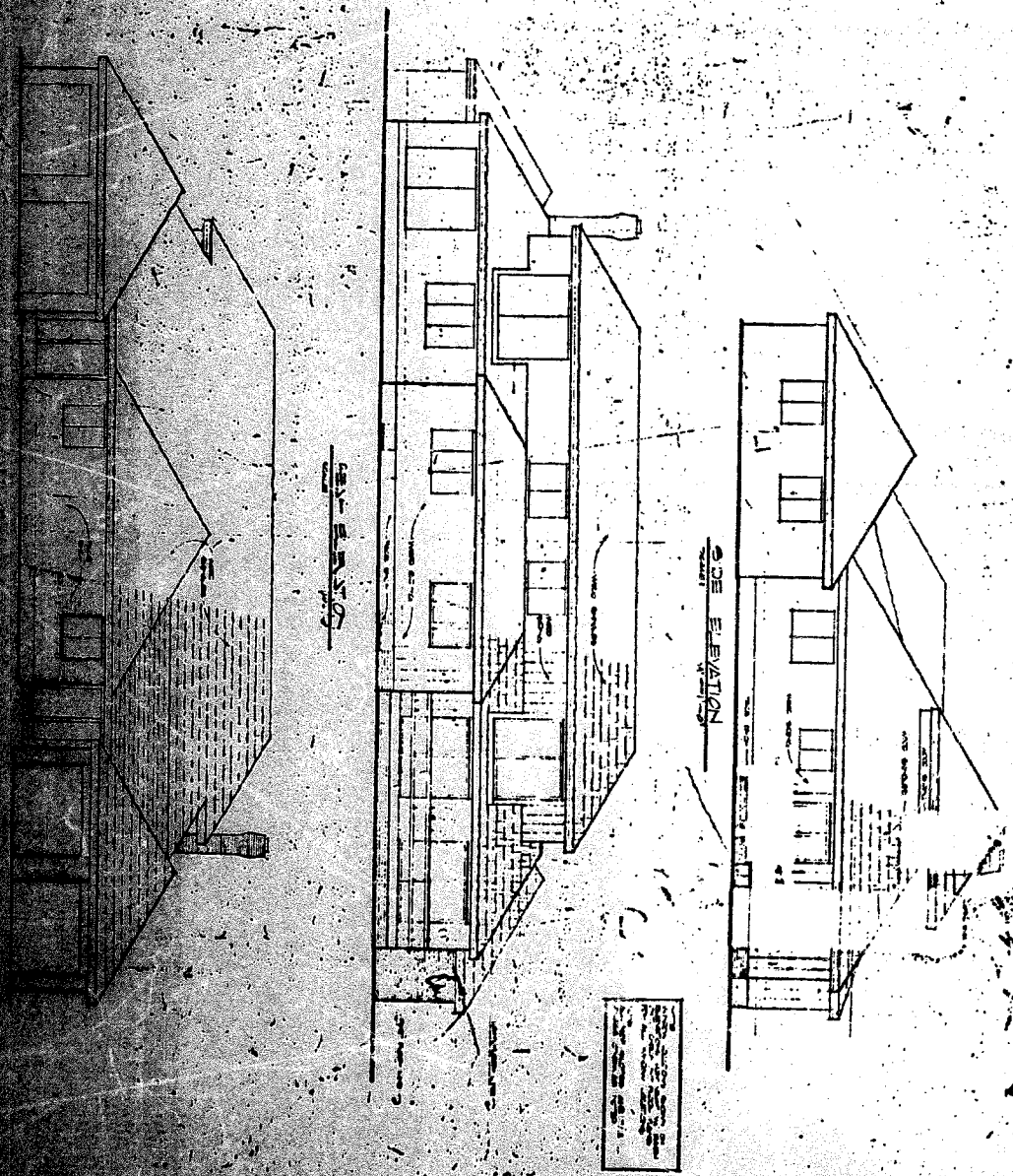
**BROOKHOLLOW CONDOMINIUM
PROPERTY
REGIME**





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POOR INSTRUMENT FILED

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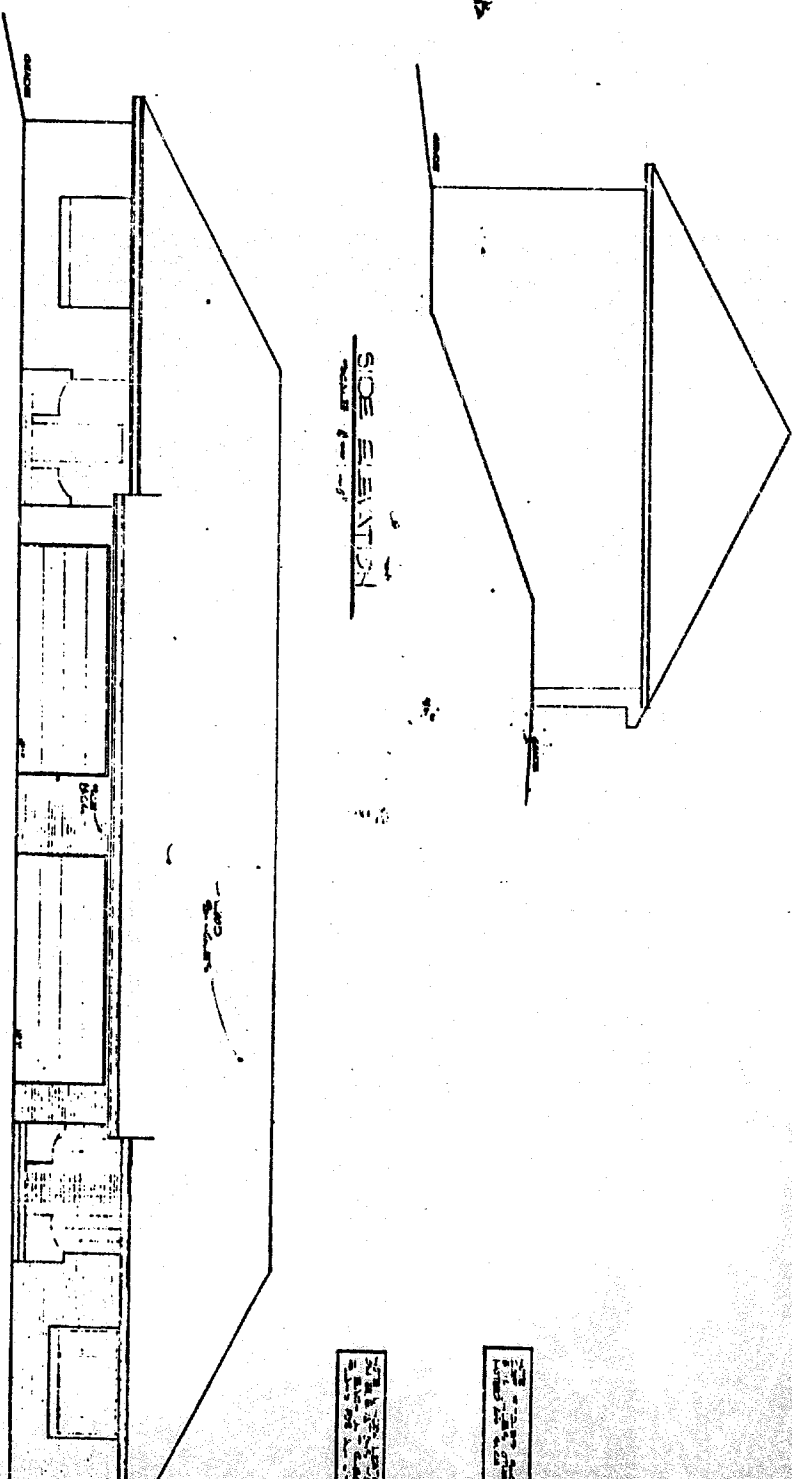
FRONT ELEVATION

SIDE ELEVATION

SMS

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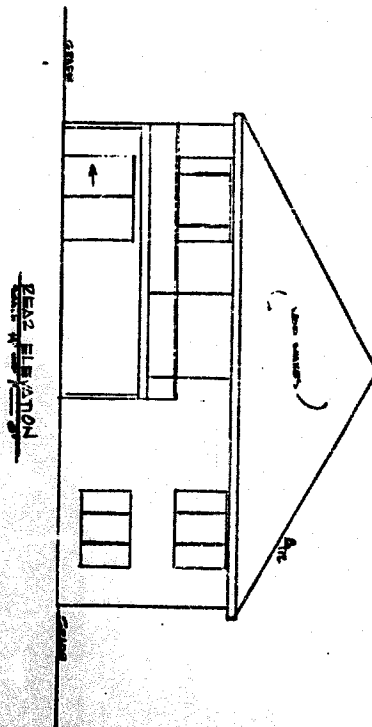
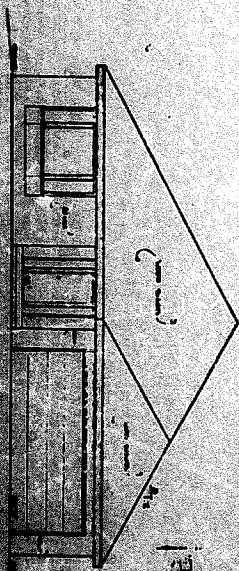
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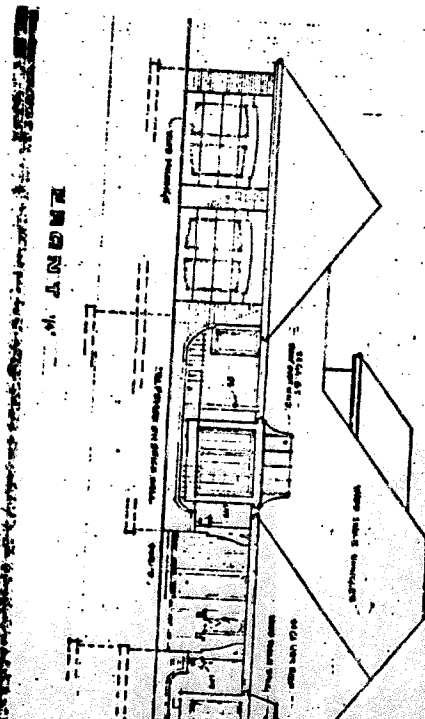
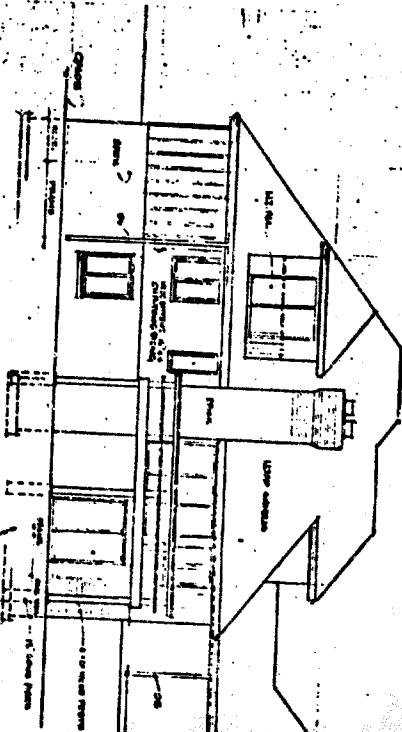
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BY-LAWS

BOOK 1656 PAGE 72

1) These are the By-Laws of BROOK HOLLOW

ASSOCIATION INC.

a Nebraska non-profit corpo-

ration with its registered office at 2400 South 72 Avenue, Omaha,

Nebraska (C/O John W. Delehant)

These are also the

By-Laws of Brook Hollow Condominium Property Regime.

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

3) Members. This corporation has been organized to pro-
vide a means of management for the above-described condominium.
Membership in the Association is automatically granted and restricted
to the record owners of apartments in said condominium regime. The vote
of each 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
owner as provided in a certificate signed by all of the owners of the
apartment and filed with the Secretary of the Association. No
form of proxy voting will be permitted. Each apartment
shall be entitled to the number of votes equaling the total dollar
value assigned to such apartment in the Master Deed creating
the condominium regime.

4) The Annual Members' Meeting will be held for the pur-
pose of electing a Board of Administrators and transacting any other
business that may come before the meeting. No notice of annual
meeting need be given. Said annual meeting shall be held on the
first day of January of each year at 7:30 p.m. at the condominium apartment
number then elected President of the Association, unless a different time or
place is specified in a 10-day prior written notice mailed or delivered to all

5) Special Members' Meetings may be called by the Presi-
dent or Vice President or by a majority of the Board of Administrators
and may be called upon receipt of written request from members
representing at least two-thirds of the total basic value of the condo-
minium regime. Notice of special meetings shall be given by ten
days notice delivered or mailed to each apartment. Notices
may be delivered 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 per-
centage majority of the total basic value of the condominium
regime. A meeting consisting of less than a quorum may by
affirmative vote adjourn the meeting from time to time without further
notice. An affirmative vote of persons owning a majority of the
total basic value of the condominium shall be required to adopt a
resolution on the part of the members.

8) The Affairs Of The Association shall be managed by a

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its right to elect the Administrators (whichever shall first occur) the Administrators of the Association shall be elected solely by the developer. 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 normal 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 and of the Association. The Board of Administrators shall have authority for the care, upkeep and surveillance of the condominium buildings and its general or limited common elements or services and also the designation and dismissal of the personnel necessary for the works and the general or limited 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

reserves for replacement, and reserves to provide a working fund or to meet anticipated losses. The budget shall be adopted in the eleventh month of each fiscal year for the coming fiscal year, and copies of the budget and proposed assessments shall be sent to each owner on or before the last day of the fiscal year preceding the year for which the budget is made. Budgets may be amended during a current year where necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each owner as promptly as possible. There shall be no enlargement of the common elements or additional structures built as part of the common elements if such enlargement or additional construction costs more than \$5,000.00 unless and until such proposal is approved in writing by co-owners representing at least three-fourths of the total basic value of the condominium.

12) Assessments against each apartment owner for such common expenses shall be made annually on or before the fiscal year end preceding the year for which assessments are made. The annual assessments shall be due in twelve equal, monthly payments on the first day of each month. 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 share of such apartment's basic value as set forth in the Master Deed establishing the condominium. In case of an amended budget as provided in Article 11, the amended assessment shall be payable at the times specified in the notice of the amended assessment sent to each owner. Until construction of an apartment unit is completed as shown on the plans attached to the Master Deed, the assessment against such uncompleted apartment shall not exceed \$5.00 per month. If any co-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 co-owner 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 ten days after the due date shall bear interest at the highest legal contract rate from the due date until paid. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due, payable and delinquent.

13) Insurance. The association shall furnish and maintain in full force and effect a policy or policies of fire insurance with extended coverage, vandalism and malicious mischief endorsement, for the full insurable replacement value of the common elements and of the apartments to provide for restoration thereof to tenantable condition in the event of damage. This policy or policies shall be written in the name of, and the proceeds thereof shall be payable to, the Board of Administrators, as Trustees for each of the apartment owners in the percentages established in the Master Deed and to the respective mortgagees of the apartment owners as their respective interests may appear. Said policy or policies shall provide for separate protection for each apartment and its attached, built-in, or installed fixtures and equipment to the full insurable replacement value thereof and with a separate loss-payable endorsement in favor of the mortgagee or mortgagees of each apartment.

Said policy or policies shall permit the waiver of subrogation and provide that the insurance company or companies will not look to the Board of Administrators, or any apartment owner, for the recovery of any loss under such policy or policies. Such policy or policies shall not be cancellable except after ten days written

be procured for workmen's compensation coverage (where applicable) 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 co-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 co-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 co-owners representing three-fourths of the total basic value of the condominium within 120 days after such damage or destruction, the condominium regime shall be deemed 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 credited to each apartment co-owner in accordance with his percentage interest specified in the Master Deed, and said sums shall be first applied towards satisfaction of any recorded first mortgage against each apartment, next towards satisfaction of junior recorded liens in order of their priority, and the remainder paid to each apartment owner. 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 co-owners; provided, however, that in such case of under-insurance, the co-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 apartment co-owner may obtain additional insurance at his expense.

14) 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 co-owner with all of his duties under the condominium regime.

15) These By-Laws and the system of administration set out herein may be amended by co-owners representing at least two-thirds of the total basic value of the condominium regime as set forth in the Master Deed, but each such amendment shall embody all of the required provisions set forth in 76-815, R.R.S. Nebraska. 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 these original By-Laws.

EXECUTED September 15, 1980.

BROOK HOLLOW ASSOCIATION INC.

BROOK HOLLOW, INC. (Developer)

By: Harold E. Graw
President

By: Harold E. Graw
President

Deed

DOUGLAS COUNTY, NEB.

9/15/80

FIRST AMENDMENT TO MASTER DEED
 CREATING
BROOK HOLLOW CONDOMINIUM PROPERTY REGIME

The undersigned are the owners of more than 75 per cent of both the number and of the basic value of the apartments in the foregoing named condominium created by Master Deed, recorded in Deed Book 1656, Page 56, in the Register of Deeds of Douglas County, Nebraska and hereby partially amend said Master Deed and the condominium plans attached thereto, as follows:

1. Paragraph 4 of said Master Deed is hereby partially amended to reduce the number of buildings from 20 to 18 buildings, to reduce the total number of apartments in the condominium from 35 to 32 and to reduce the total ground floor area of all buildings including garages from 80,080 square feet to 73,744 square feet.
2. The condominium plans referred to in said Paragraph 4 and attached to said original Master Deed are hereby partially amended to delete therefrom Apartments 13, 16 and 25, and to incorporate other changes in design, location, and size of the remaining apartments as set out in Amended Sheets 1, 2 and 3 and in New Sheets 10 and 11 which are attached hereto.
3. Paragraph 6 of said Master Deed is wholly amended to read as follows:
 "6. The total value of the entire condominium regime is \$4,590,000.00 and the basic value of each apartment together with the percentage which each apartment shall share in the expenses of and the rights in the common elements are as follows:

| <u>Apartment No.</u> | <u>Basic Value</u> | <u>Percentage</u> |
|----------------------|--------------------|-------------------|
| 1 | \$ 110,500 | 2.40 |
| 2 | 110,500 | 2.40 |
| 3 | 110,500 | 2.40 |
| 4 | 110,500 | 2.40 |
| 5 | 140,250 | 3.06 |
| 6 | 140,250 | 3.06 |
| 7 | 119,000 | 2.59 |
| 8 | 119,000 | 2.59 |
| 9 | 165,750 | 3.61 |
| 10 | 165,750 | 3.61 |
| 11 | 195,500 | 4.26 |
| 12 | 195,500 | 4.26 |
| 14 | 182,750 | 3.98 |
| 15 | 182,750 | 3.98 |
| 17 | 148,750 | 3.24 |
| 18 | 148,750 | 3.24 |
| 19 | 140,250 | 3.06 |

| <u>Apartment No.</u> | <u>Basic Value</u> | <u>Percentage</u> |
|----------------------|--------------------|-------------------|
| 22 | \$ 110,500 | 2.41 |
| 23 | 148,750 | 3.24 |
| 24 | 148,750 | 3.24 |
| 26 | 157,250 | 3.43 |
| 27 | 157,250 | 3.43 |
| 28 | 131,750 | 2.88 |
| 29 | 119,000 | 2.59 |
| 30 | 119,000 | 2.59 |
| 31 | 165,750 | 3.61 |
| 32 | 165,750 | 3.61 |
| 33 | 148,750 | 3.24 |
| 34 | 148,750 | 3.24 |
| 35 | 131,750 | 2.88 |
| | \$4,590,000 | 100 % |

4. Except as above provided, said original Master Deed remains unchanged and in full force and effect.

EXECUTED THIS 21st day of July, 1981.

Apartments Owned In
Brook Hollow Condominium
Property Regime

Apartment Numbers 1, 7, 8,
9, 10, 11, 20, and 27

HAL GROVE, INC.

Harold E. Grove
President

BROOK HOLLOW, INC.

Harold E. Grove
President

Apartment Numbers 12, 13,
14, 15, 16, 17, 18, 21,
22, 23, 24, 25, 28, 29,
30, 31, 32, 33, 34 and 35

STATE OF NEBRASKA)

)ss.

COUNTY OF DOUGLAS)

On the day and year last above written, before me, the undersigned, a Notary Public in and for said County, personally came HAROLD E. GROVE, President of Hal Grove, Inc. and President of Brook Hollow, Inc., to me personally known to be the President of both corporations and the identical person whose name is affixed to the above instrument, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of both corporations.

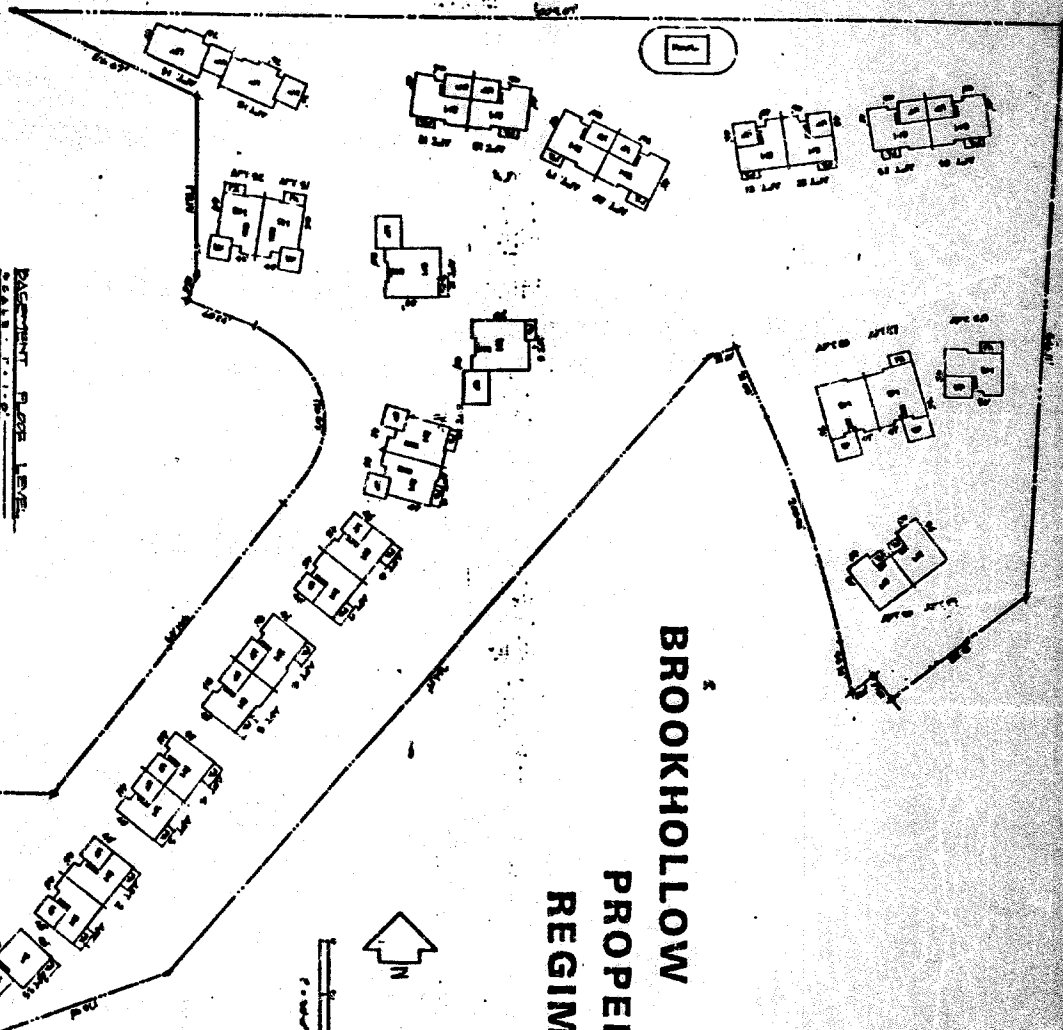
Witness my hand and Notarial Seal at Omaha in said County on the day and year last-above written.

MS-DOCSHEET NO. 1

BOOK 656 PAGE 395

BROOKHOLLOW CONDOMINIUM

PROPERTY REGIME



BASINMENT FLOOR LEVEL
GRADE 1.1.1.1.

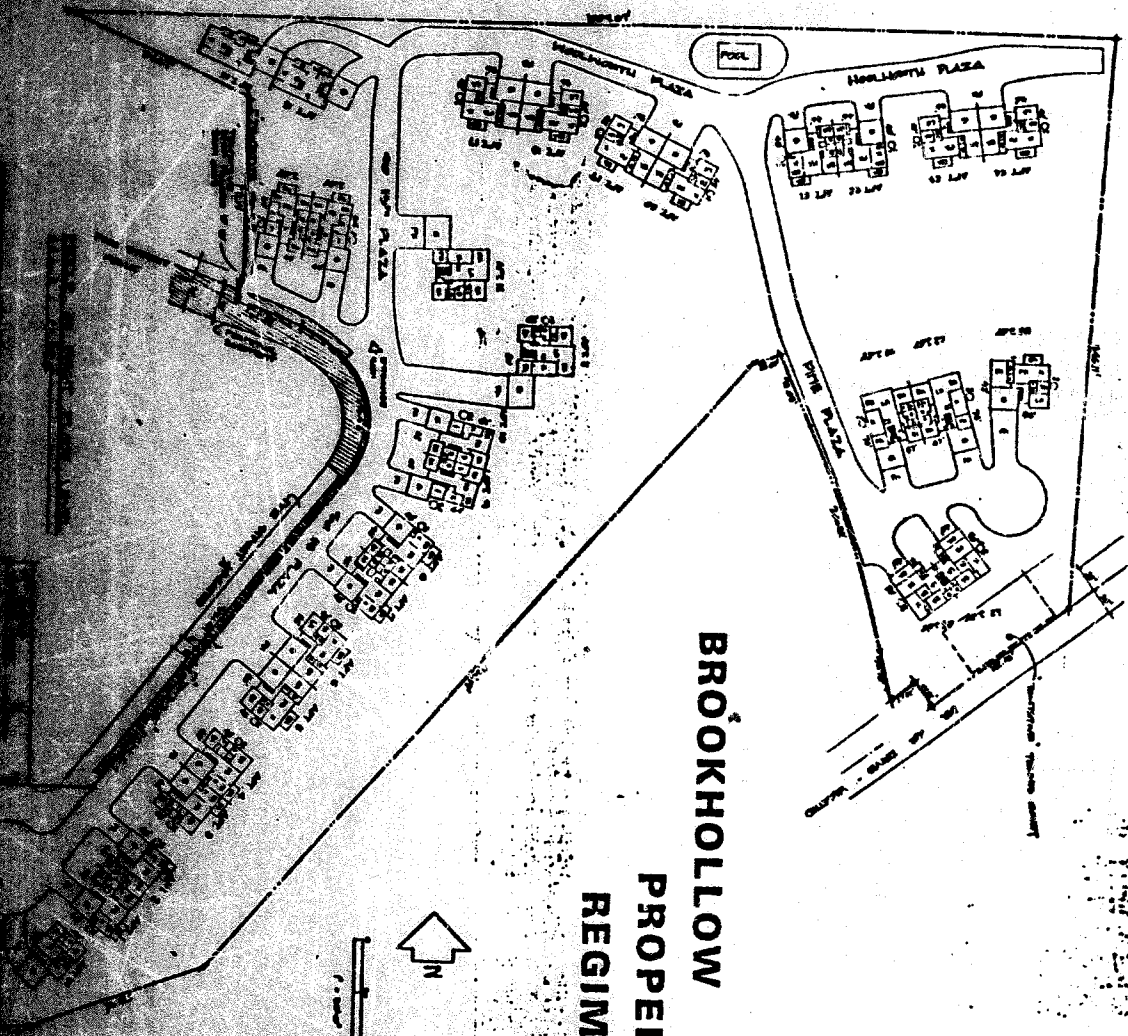
SYMBOLS

| | |
|---|---|
| ▲ | APARTMENT UNIT |
| □ | COMMON AREA |
| ○ | PARKING SPACE |
| ○ | LANDSCAPING |
| ○ | UTILITY STRUCTURE |
| ○ | WATER TOWER |
| ○ | WATER TANK |
| ○ | WATER TREATMENT PLANT |
| ○ | WATER PUMP HOUSE |
| ○ | WATER STORAGE TANK |
| ○ | WATER DISTRIBUTION SYSTEM |
| ○ | WATER MAIN |
| ○ | WATER SERVICE LINE |
| ○ | WATER METER |
| ○ | WATER VALVE |
| ○ | WATER METER BOX |
| ○ | WATER METER CHAMBER |
| ○ | WATER METER CONNECTION |
| ○ | WATER METER ISOLATION VALVE |
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THE UNDERSIGNED HAS BEEN ADVISED BY THE REGISTERED PROFESSIONAL ARCHITECT AND ENGINEER THAT THE ARCHITECTURE AND ENGINEERING DESIGN FOR THE CONDOMINIUM PROPERTY REGIME IS COMPLETE AND ACCORDING TO THE REQUIREMENTS OF THE CONDOMINIUM ACT, CHAPTER 47B, SECTION 2-101, OF THE STATUTES OF THE PROVINCE OF ALBERTA, AND THAT THE ARCHITECTURE AND ENGINEERING DESIGN IS COMPLETE AND ACCORDING TO THE REQUIREMENTS OF THE CONDOMINIUM ACT, CHAPTER 47B, SECTION 2-101, OF THE STATUTES OF THE PROVINCE OF ALBERTA.

Registered Architect and Engineer
A. J. B. BROWN

BOOK 656 PAGE 396

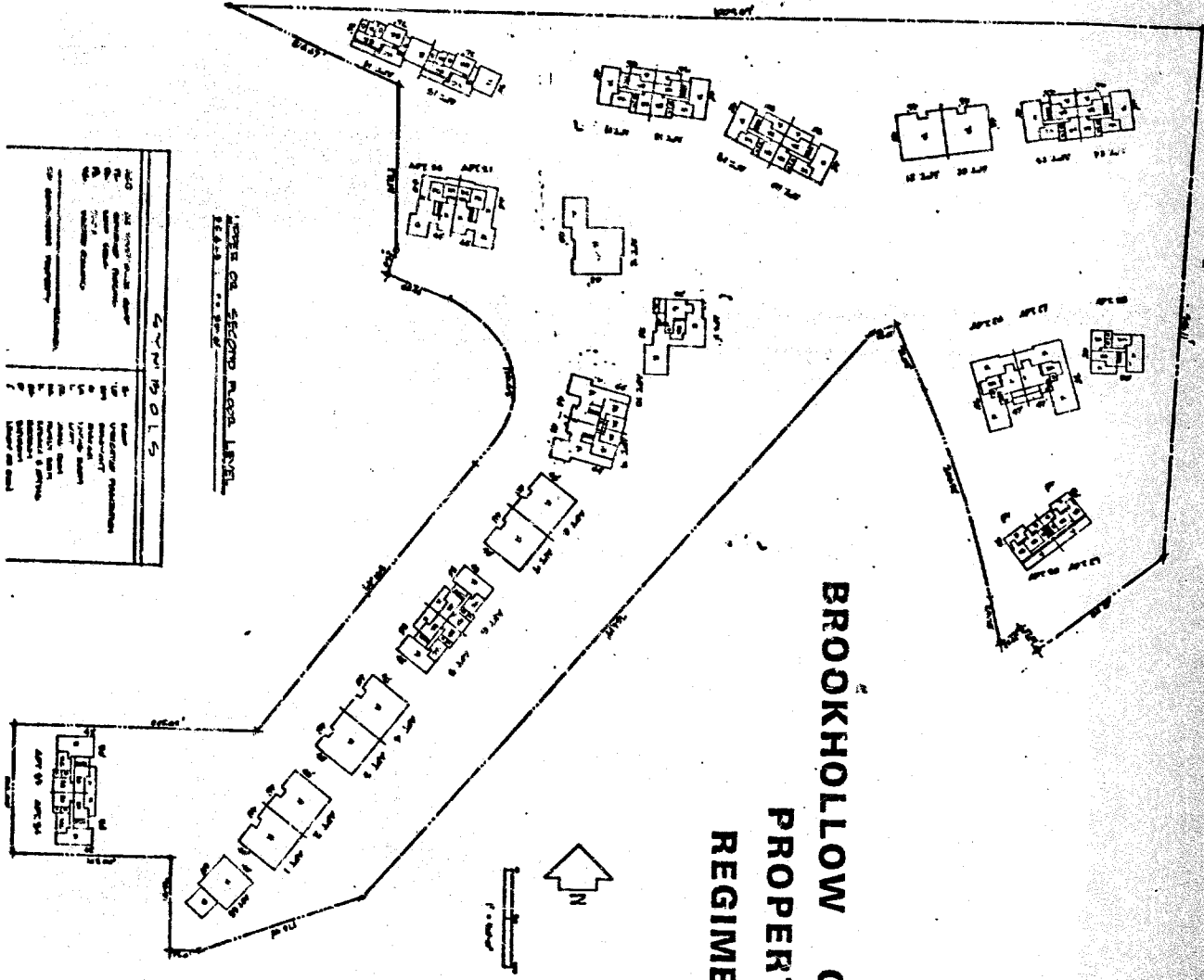


**BROOKHOLLOW CONDOMINIUM
PROPERTY
REGIME**

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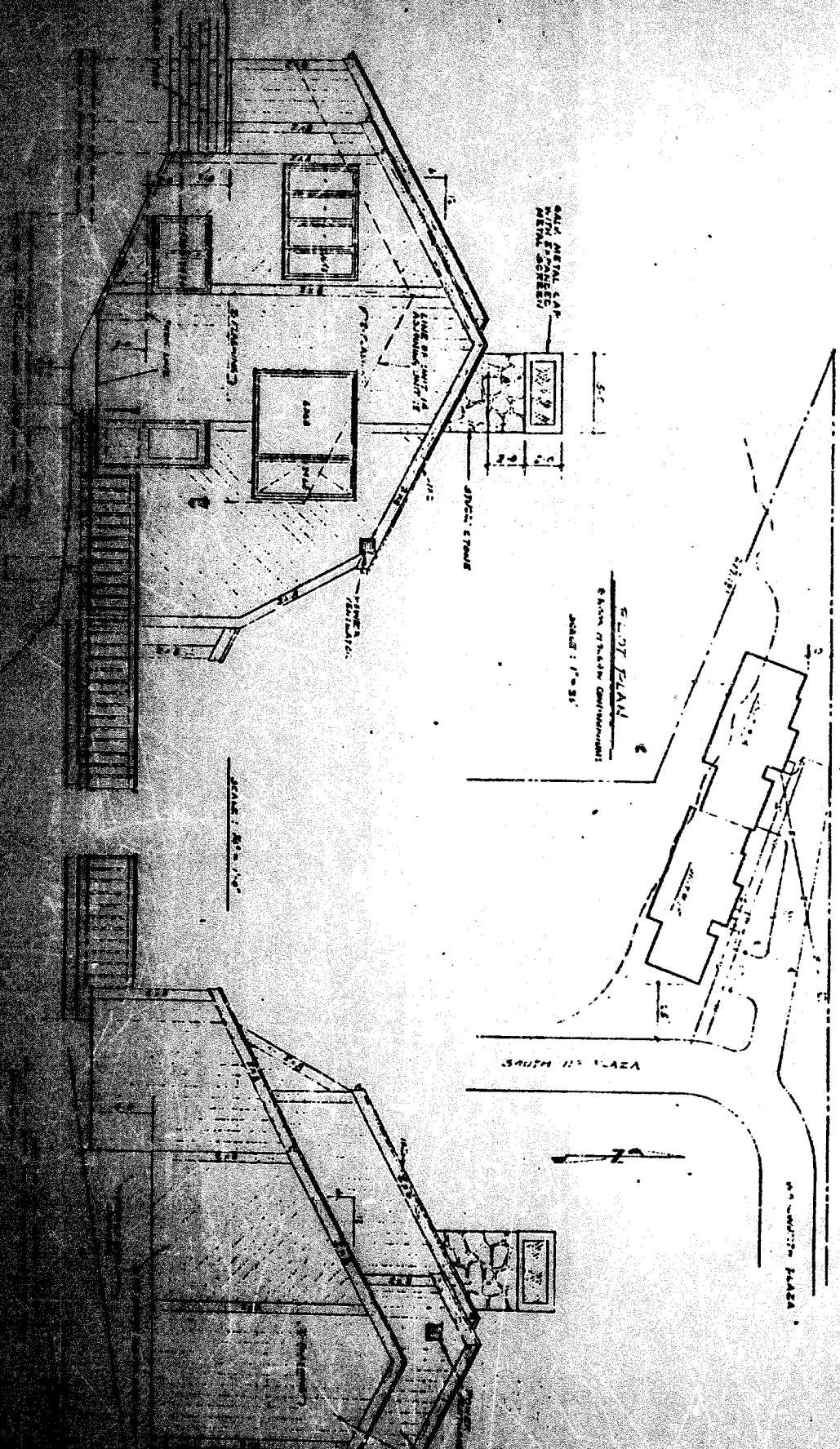
BOOK 656 PAGE 397

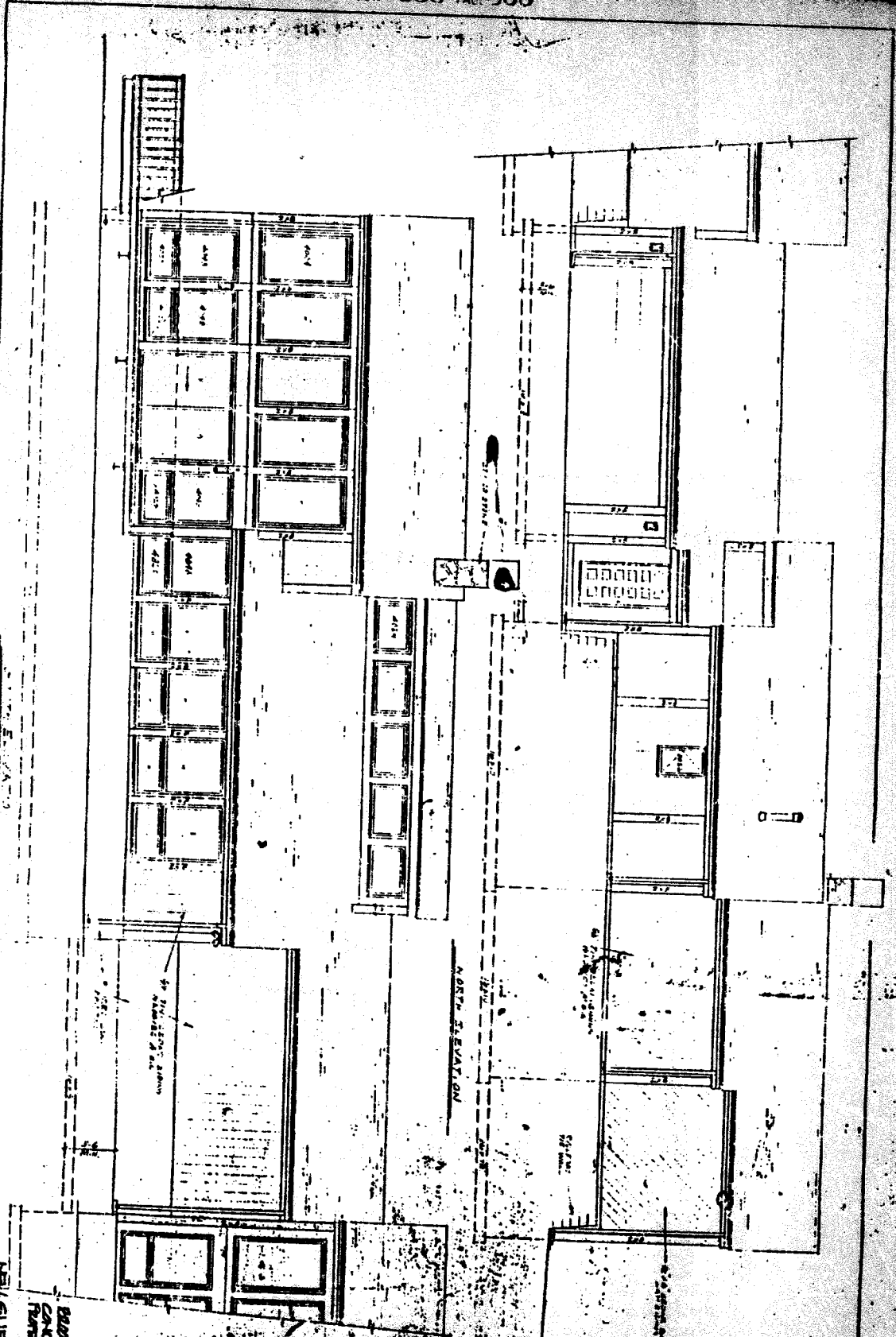


SYMBOLS

| | |
|----------------|-------------|
| APARTMENT UNIT | COMMON AREA |
| ... | ... |

BROOKHOLLOW CONDOMINIUM PROPERTY REGIME





NEW GUEST #10
 BRUNNEN
 CARROLLTON
 PROPERTY RECORDS

3/10/1910

SR

AMENDMENT
TO
BY-LAWS
OF
BROOK HOLLOW ASSOCIATION, INC.
AND
BROOK HOLLOW CONDOMINIUM PROPERTY REGIME

Brook Hollow Association, Inc., a Nebraska non-profit corporation, and Brook Hollow Condominium Property Regime hereby amend their By-Laws, recorded in Deed Book 1656, Page 56.

WHEREAS, it is the intent to amend the By-Laws as follows:

- 1. Article 8 of the By-Laws of Brook Hollow Condominium Property Regime is partially amended to increase the number of administrators from three to five.
- 2. Article 8 of the By-Laws of Brook Hollow Condominium Property Regime is partially amended to delete sentence three and the first seven words of sentence four because the language is no longer applicable to the Regime.
- 3. Provide for the assessment of attorney fees and costs for certain situations.

Accordingly, the By-Laws are restated as follows:

A. The first three sentences of Article 8 of the By-Laws of Brook Hollow Condominium Property Regime are changed to read:

The AFFAIRS OF THE ASSOCIATION shall be managed by a Board of five Administrators (also known as Directors) who need to be members and who shall be elected by the members at each annual

BR

Apts 1^{thru} 12, 14, 15, 17 thru 24, 26 thru 35

meeting of the members. Vacancies occurring in the Board shall be filled by the remaining Administrators. Any Administrator may be removed by a majority vote of the members, and the vacancy thus created may be filled by the members.

B. Article 12 of the By-Laws of Brook Hollow Condominium Property Regime is partially supplemented by adding the following paragraph to the end of Article 12:

The apartment owner will be liable for and reimburse the Regime for any legal expenses if the apartment owner's action or inaction results in expenses for failure to pay assessments, filing of liens, failure to comply with the By-Laws, or other costs that arise. These costs and fees shall constitute a lien and be recorded as provided for herein. These and delinquent assessments shall bear interest.

C. From Article 8 delete sentence three and the first seven words of sentence four.

The above Amendment to the By-Laws was adopted by the Board of Administrators on January 10, 1989.

Written consent has been given by the apartment co-owners representing at least two-thirds of the total basic value of the Condominium Regime. Said consent is on file in the official records of the Regime.

Except as above provided, said original By-Laws remain unchanged and in full force and effect.

EXECUTED this 10 day of January, 1989.

BROOK HOLLOW ASSOCIATION, INC., a Nebraska Non-Profit Corporation,

By: Donald R. Stuart
President

Witness/Attest:

Charles R. Gowin
Secretary

BROOK HOLLOW CONDOMINIUM
PROPERTY REGIME

By: Donald R. Stuart
Administrator/Director

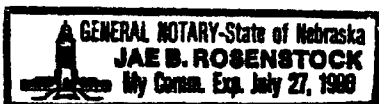
By: Charles R. Gowin
Administrator/Director

By: Donald R. Stuart
Administrator/Director

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 10 day of January, 1989, before me, the undersigned, a Notary Public in and for said County, personally came Donald R. Stuart, Charles R. Gowin, President of Brook Hollow Association, Inc., a Nebraska Non-Profit Corporation, to me personally known to be the President and the identical person whose name is affixed to the above and 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.

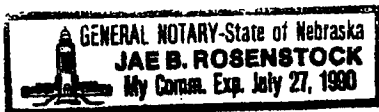


Jae B. Rosenstock
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 10 day of January, 1989, before me, the undersigned, a Notary Public in and for said County, personally came Donald R Stuart, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

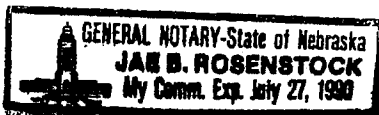


Jae B Rosenstock
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 10 day of January, 1989, before me, the undersigned, a Notary Public in and for said County, personally came Charles R. Gowin, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

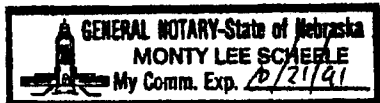


Jae B Rosenstock
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 14th day of January, 1989, before me, the undersigned, a Notary Public in and for said County, personally came Gerald Barton, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



Monty Lee Scheelle
Notary Public



1218 532 MISC



09675 97 532-557

RECEIVED

AUG 7 11 56 AM '97

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

Return: R. C. OLDS
1646 So 113th PL2
OMAHA NE 68144

AMENDMENT
TO
MASTER DEED
OF
BROOK HOLLOW ASSOCIATION,
AND
BROOK HOLLOW CONDOMINIUM PROPERTY REGIME

9675# 177 60-
FEE 146 R 87- FB 04755
DEL. C/O COMP MB
LEGAL PG SCAND FV

Brook Hollow Association, Inc., a Nebraska non-profit corporation, and Brook Hollow Condominium Property Regime, hereby amend their Master Deed, recorded in Deed Book 1656, Page 56, as follows:

1. Article 7(e) of the Master Deed of Brook Hollow Condominium Property Regime is deleted in its entirety and is hereby amended by replacing Article 7(e) to read as follows:

Nuisances; Annoyances; Hazards. The Board of Administrators shall have authority to resolve all disputes pertaining to practices which may constitute an annoyance or nuisance or health and safety hazard to owners or residents of the apartments located within the condominium regimes, which practices may interfere with the peaceful use and enjoyment of the owner or resident, or create a health and safety risk to owners or residents. The Board shall have exclusive authority to determine whether or not a given practice constitutes a nuisance, annoyance or health and safety hazard. Examples of a nuisance, annoyance or health and safety hazard include, but are not limited to the following: garage sales, parking overflows, unkempt and poorly maintained premises, public indecency, speeding, and property damage, on the premises. All portions of the property and the apartment 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 regulation of the Association. In the event that the Board of Administrators determines that a practice constitutes a nuisance, annoyance, interference or health and safety hazard, the Board shall notify the offending party of such practice and instruct such offending party that such practice shall cease. In the event that such practice does not cease, the Board may notify the offending party in writing advising the offending party that a hearing will be held concerning the practice in question, and that the Board may, after such hearing, if determined that such practice did constitute a nuisance, annoyance, interference or health and safety hazard, impose a fine against the offending party not to exceed

2. From Article 7(g) of the Master Deed of Brook Hollow Condominium Regime, delete the following sentence, "provided that such changes shall not bind any then existing mortgage holders of record unless they likewise consent to such change in writing," and replace with the following sentence, "and such changes shall bind any then existing mortgage holders of record and any then existing residents."

3. The Amendment to the Master Deed was adopted by the Board of Administrators on July 29, 1997.

4. Written consent has been given by co-owners representing at least three-fourths of the total basic value of the condominium regime.

5. Except as above provided, said original Master Deed remains unchanged and in full force and effect.

Executed this 29 day of July, 1997.

BROOK HOLLOW ASSOCIATION, INC., a
Nebraska Non-Profit Corporation

By: [Signature]
President

Witness/Attest:

[Signature]
Secretary

BROOK HOLLOW CONDOMINIUM PROPERTY
REGIME

By: [Signature]
Administrator/Director

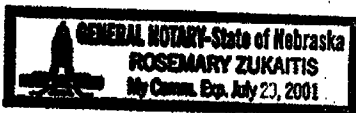
By: [Signature]
Administrator/Director

By: [Signature]
Administrator/Director

STATE OF NEBRASKA)
)
) ss.
COUNTY OF DOUGLAS)

On this 28 day of July, 1997, before me, a Notary Public qualified in and for said County, personally came the above-named Rollin Olds, President of Brook Hollow Association, Inc., a Nebraska Non-Profit Corporation, who is personally known to me to be the identical persons whose name is affixed to the above instrument, and who acknowledged that the execution of said instrument was her/his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

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



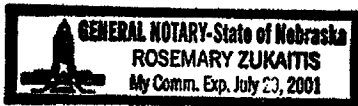
Rosemary Zukaitis
Notary Public

STATE OF NEBRASKA)
)
) ss.
COUNTY OF DOUGLAS)

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

On this 28 day of July, 1997, before me, a Notary Public qualified in and for said County, personally came the above-named Charles Wilson, who is personally known to me to be the identical person whose name is affixed to the above instrument, and who acknowledged that the execution of said instrument was his/her voluntary act and deed.

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



Rosemary Zukaitis
Notary Public

STATE OF NEBRASKA)
)
) ss.
COUNTY OF DOUGLAS)

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

On this 28 day of July, 1997, before me, a Notary Public qualified in and for said County, personally came the above-named Michael A. Tisdale, who is personally known to me to be the identical person whose name is affixed to the above instrument, and who acknowledged that the execution of said instrument was his/her voluntary act and deed.

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



Rosemary Zukaitis
Notary Public

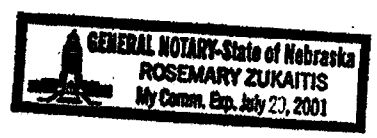
NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
)
) ss.
COUNTY OF DOUGLAS)

On this 28 day of July, 1997, before me, a Notary Public qualified in and for said County, personally came the above-named Rosa Jerstean, ra D., who is personally known to me to be the identical person whose name is affixed to the above instrument, and who acknowledged that the execution of said instrument was his/her voluntary act and deed.

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

Rosemary Zukaitis
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

RSD.4.A.BH

