

MASTER DEED CREATING
EMPIRE PARK OFFICE CONDOMINIUM PROPERTY REGIME NO. 1

THIS MASTER DEED AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE EMPIRE PARK OFFICE CONDOMINIUM PROPERTY REGIME NO. 1 (hereinafter referred to as the "Master Deed") is made this 13th day of December, 1983, by JIMKO CONSTRUCTION, INC., a Nebraska corporation (hereinafter referred to as the "Developer"), for itself, its successors, grantees and assigns.

W I T N E S S E T H :

SECTION 1.
DECLARATIONS

A. Declaration of Condominium Regime. Developer declares that from and after the date set forth above, the property described in SECTION 3, and all present and future improvements and fixtures of every kind constructed, attached or placed thereon (hereinafter referred to as the "Property") shall be submitted to a condominium regime as provided by Section 76-801 through 76-824 R.R.S. Nebraska.

B. Declaration of Covenants, Etc. Developer further declares that the Property and each Apartment (as defined in SECTION 4) shall be held, leased, transferred, sold, conveyed, encumbered and occupied subject to the covenants, conditions and restrictions contained herein which shall be deemed to run with the land and bind all Co-owners, tenants and other persons or entities (as such terms and phrases are defined in SECTION 4) claiming any interest in any Apartment and their agents, employees, servants, invitees, licensees, heirs, successors, and assigns, including all persons or entities holding any lien upon any Apartment or acquiring any interest in any Apartment through foreclosure or the enforcement of any lien.

SECTION 2.
NAME OF CONDOMINIUM REGIME

The name of the condominium regime established by this Master Deed shall be:

EMPIRE PARK OFFICE CONDOMINIUM PROPERTY REGIME NO. 1

Said condominium property regime shall hereinafter be referred to as the "Condominium Regime".

SECTION 3.
DESCRIPTION OF PROPERTY

The Property which is submitted to the Condominium Regime is described as follows:

Lot Twenty-seven (27), Empire Park, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

shall not include structural walls, common walls or roofs, except for the interior walls of the building inside the back side of the drywall, and the inside surface of all wood doors, screens and exterior door surfaces thereof (which shall be included in the definition of "Apartment").

E. Co-owner: The term "Co-owner" shall mean a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof owning an interest in an Apartment sufficient for membership in the Association described in SECTION 10. The term Co-owner shall not apply to any person or entity whose membership in such Association terminates. If more than one person or entity owns an interest in any Apartment, then the term "Co-owner" shall apply to each such person or entity jointly and severally unless otherwise expressly stated.

C. Majority of Co-owners: The phrase "majority of Co-owners" shall mean Co-owners of Apartments representing more than fifty percent (50%) of the basic value of the Condominium Regime, in accordance with the percentages set forth in SECTION 9.

D. Unit: The term "Unit" shall mean an Apartment as defined in SECTION 4, Paragraph A, above, and that undivided interest in the common elements and limited common elements as set forth herein and in the Condominium Property Act which are appurtenant thereto.

E. Common Element Expenses: The phrase "common element expenses" shall mean and include:

- (i) All sums lawfully assessed against any Apartment and its Co-Owner in accordance with this Master Deed or By-Laws;
- (ii) Expense of administration, maintenance, repair or replacement of common elements as described in SECTION 7; and
- (iii) Expenses agreed upon as common element expenses by the Association of Co-owners.

F. Tenant: The term "tenant" shall mean any person or entity having a leasehold in any Apartment or claiming any other right of possession therein.

G. Person or Entity: The phrase "person or entity" shall mean an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, capable of holding or having any interest in real property.

H. Plans: The term "Plans" shall mean the plans attached hereto as Exhibit "A" and incorporated herein by this reference.

I. By-Laws: The term "By-Laws" shall mean the By-Laws attached hereto as Exhibit "B" and incorporated herein by this reference.

J. Section: The term "SECTION" shall refer to sec-

M. Basic Value. The phrase "basic value" shall mean the basic value of each Apartment as shown in SECTION 9.

N. Total Basic Value. The phrase "total basic value" shall mean the total basic value of the Condominium Regime as shown in SECTION 9.

SECTION 5.
DESCRIPTION OF REGIME

The Condominium Regime shall consist of the Property, one building with one story, parking areas, walkways, driveways, gardens and landscaping. The building shall contain four (4) Apartments as well as common elements and shall have a total area of seven thousand nine hundred ten (7,910) square feet. The total land area in the Condominium Regime shall be forty-one thousand six hundred thirty-seven and sixty-five one-hundredths (41,637.65) square feet. The building and other improvements together with their area and location on the Property are more particularly described in the Plans which are attached hereto as Exhibit "A".

SECTION 6.
APARTMENT AND APARTMENT DIMENSIONS

Apartments in the Condominium Regime are specifically described, and shown in relation to one another and the common elements, in the Plans. Each Apartment is measured horizontally to the centerline of the interior walls and to the outer edge of the exterior walls. Each Apartment is measured vertically from the top of the concrete slab constituting the floor of the Apartment, to the back side of the tile, dry wall or other ceiling surface facing into the Apartment.

SECTION 7.
COMMON ELEMENTS

A. General Common Elements. General common elements consist of the following whether presently existing or at any time hereafter placed, installed or constructed on the Property:

- (i) The land on which the Apartments stand, including all surrounding lands embraced within the legal description of the Property specified in SECTION 3;
- (ii) The foundations, girders, supports, beams, roof and concrete floor;
- (iii) All exterior walls of the building outside the backside of the dry wall, screens, windows, and exterior doors facing into the Apartments at their boundaries;
- (iv) All areas, studs, fasteners, apparatus, wires, pipes, cables, public utility lines, conduits and other improvements of every kind located between each Apartment and any exterior building surface, and between the

- (vi) All central or appurtenant installations for power, light, telephone, gas, hot and cold water, heat, refrigeration, air conditioning, television, mechanical rooms, and other mechanical equipment and mechanical equipment areas, and similar services including without limitation all pipes, wires, cables, ducts, lines and other conduits used in connection therewith and located within the common elements to the point where they first enter the interior of the Apartment;
- (vii) All tanks, pumps, motors, fans, compressors, controls, control equipment, and other mechanical devices or apparatus of every kind located within the common elements to the point where they first enter the interior of the Apartment;
- (viii) All sanitary and storm drainage pipes;
- (ix) All exterior water taps and power outlets;
- (x) All other parts of the Condominium Regime and all apparatus and installations existing or hereafter to exist in the building, or on the Property for common use, or which are necessary or convenient to the existence, maintenance or safety of the Condominium Regime.

B. Limited Common Elements. Limited common elements, if any, shall consist of the following, whether presently existing or at any time hereafter placed, installed or constructed on the Property:

- (i) Areas between the drywall composing the party wall separating Apartments;
- (ii) Glass doors and windows appertaining to each Apartment.

C. Share in Common Elements. The general common elements shall be for the use and enjoyment of all Co-owners. The limited common elements shall be for the exclusive use and enjoyment of those Co-owners owning Apartments served by such limited common elements. The ownership of the common elements shall remain undivided, and no Co-owner or other person shall have the right to partition or division of the common elements of the Condominium Regime. Each Co-owner, its tenants, and their respective agents, employees, servants, invitees and licensees may use the general common elements, and each Co-owner of an Apartment served by a limited common element, its tenants and their respective agents, employees, servants, invitees and licensees may use such limited common elements in accordance with

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SECTION 8.

REPAIR OF EXTERIOR APPURTENANT TO APARTMENT

Each Co-owner shall be responsible for the repair, maintenance and replacement of all screens, windows and door glass, exterior doors (including glass sliding doors, if any), and storm doors which are appurtenant to said Co-owner's Apartment. If any Co-owner fails to repair, maintain, paint, finish or replace any such item as necessary to keep such item in good condition, repair and appearance, the Association described in SECTION 10 may perform such work, and invoice any Co-owner of such Apartment for the cost thereof. The cost of such work, plus interest thereon at the highest rate which may be charged individuals in the State of Nebraska at the time such work is performed, shall constitute a claim enforceable against the Co-owner of such Apartment, and shall constitute a lien upon such Apartment enforceable in the manner set forth in SECTION 10.

SECTION 9.

VALUES

The total basic value of the entire Condominium Regime is Four Hundred Thirty-Two Thousand Dollars (\$432,000.00). The street address of the apartment; the apartment number; the basic value of each Apartment in the Condominium Regime; the percentage which each Apartment shall share in the expenses of, and the rights in, assessments and common elements; and the aggregate number of votes the Co-owners of Apartments are entitled to cast in matters brought before the Association described in SECTION 10 are as follows:

<u>Street Address</u>	<u>Apartment Number</u>	<u>Basic Value</u>	<u>Percentage</u>	<u>Votes</u>
10842 John Galt Blvd.	1	\$108,000	25%	500
10846 John Galt Blvd.	2	108,000	25%	500
10850 John Galt Blvd.	3	108,000	25%	500
10854 John Galt Blvd.	4	108,000	25%	500
		<u>\$432,000</u>	<u>100%</u>	<u>2,000</u>

SECTION 10.

OWNERS ASSOCIATION

A. Association. Developer has caused the Empire Park Office Condominium Property Owners Association No. 1, Inc. (hereinafter referred to as the "Association"), to be incorporated as a non-profit corporation under the laws of the State of Nebraska. The purpose of the Association is to maintain and administer the Condominium Regime and the common element thereto, to enforce and administer the terms of this Master Deed and the By-Laws, to collect and disburse assessments, levies, charges and fees described herein or in the By-Laws, and to perform all other acts necessary or incidental thereto. Membership in the Association and members voting and other rights and obligations are as set forth herein and in the By-Laws, said By-Laws which are attached hereto as Exhibit "B".

B. Rules and Regulations. The Association shall, from time to time, establish rules and regulations for the use of the

one Co-owner, such assessment shall be made jointly and severally) in that proportion which the basic value of such Apartments bears to the total basic value of the Condominium Regime; PROVIDED HOWEVER, limited common element costs, expense and liabilities shall be assessed against each Apartment served by such limited common elements in that proportion which such Apartment's basic value bears to the total of the basic values of all Apartments served by the same limited common element.

D. Alterations, Improvements, and Repairs. The Association shall have the sole jurisdiction over and responsibility for making alterations, improvements, repairs and maintenance of the common elements. Each Co-owner shall be responsible to maintain, repair and replace at his expense all portions of his Apartment which are not included in the definition of common elements; to refrain from painting, decorating or changing the appearance of any portion of the exterior of the building or other common elements; and to promptly report to the Association any defect or need for repair to the common elements or part thereof.

E. Personal Liability. Each Co-owner (and if any Apartment is owned in co-tenancy, each co-tenant, jointly and severally) shall be personally liable for the full amount of any and all assessments made by the Association whether such assessments are regular assessments, or special assessments. If any such assessment remains unpaid ten (10) days after its due date, the Association may bring suit against the Co-owner (or if the Apartment is held in co-tenancy any one or more of the Co-owners) for the recovery of such assessment. If the assessment is a monthly installment of an assessment, the default in payment of one installment shall, at the option of the Association, cause the remainder of all installments of such assessment to become immediately due and payable. The defaulting Co-owner shall be liable for the unpaid assessment or assessments, plus interest thereon as set forth in the By-Laws, attorneys' fees and expenses incurred in the collection of the same and any and all administrative expenses which may be incurred by the Association as a result of such nonpayment. No proceeding to collect defaulted assessments pursuant to this SECTION shall constitute a waiver of the right of the Association to proceed contemporaneously against any other co-tenant of the Apartment until such time as all past due assessments and other sums required to be paid hereunder are paid in full. The grantee of an Apartment shall be jointly and severally liable with the grantor for all unpaid assessments against the Apartment both prior to the time of grantor's conveyance and after, without prejudice to any lawful right the grantee may have to recover from the grantor amounts paid by the grantee for assessments prior to the date of such conveyance. The preceding sentences shall not apply to the initial sales and conveyances of Apartments by the Developer, and grantees from the Developer shall not be responsible for prior past due assessments or installments thereof.

F. Assessment Lien on Apartments. If any payment of any assessment is not made within ten (10) days of the date it becomes due, the Association shall have the right to declare the entire amount of such assessment immediately due and payable without notice, and such unpaid amount or if accelerated, such accelerated amount shall constitute a lien on the Apartment. The Association may record a "Notice of Lien" in the office of the

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thereafter. Such assessment lien shall have priority and be privileged over all other non-consensual liens just as though such assessment lien attached as of the date of this Master Deed. The Notice may state the amount of the unpaid assessment, the date the same becomes due and the rate at which such assessment has and will be accruing interest until paid.

G. Remedies. For nonpayment of any assessment against an Apartment, the Association shall have, in addition to all other rights and remedies which may be available at law or in equity, the right to have its assessment lien on the Apartment enforced in the same manner liens against real property are enforceable in the State of Nebraska at the time such lien arises. In addition and without limiting the foregoing, Developer hereby expressly reserves the following rights, title, interests and privileges in the Property and in each Apartment from each of its grantees and their heirs, successors and assigns, and does hereby grant, bargain, sell, convey and quit claim unto the Empire Park Office Condominium Property Regime No. 1 Owners Association, a Nebraska non-profit corporation, such rights, title, interest and privileges in and to the Property; to wit: Whenever any payment or installment of any assessment made against any Apartment has not been paid within ten (10) days of the date it becomes due, the Association shall have the absolute right, power and privilege to declare all unpaid assessments against such Apartment and its Co-owners immediately due and payable and to sell the Apartment for which such assessments are unpaid and to convey unto the purchaser thereof full right and lawful title to the Apartment, subject only to this Master Deed, easements, real estate taxes and other governmental assessments and consensual liens of record as of the date such assessment first became delinquent. Such sale shall be made at public auction. Notice setting forth the time and place of such sale and the legal description of the Apartment to be sold shall be published once each week for four (4) consecutive weeks in a legal newspaper in Douglas County, Nebraska. Notice shall also be mailed by the Association to the last known address of the Co-owner (or if more than one, the Co-owners) of the Apartment to be sold as shown on the Association's books and records and to any person or entity who has on file in the office of the Register of Deeds, Douglas County, Nebraska a "Request for Notice of Sale" setting forth a request for notice of the sale of such Apartment; the correct legal description of the Apartment; and the proper name and address of the person or entity to whom notice is to be sent. Such notice shall be mailed by the Association at least fifteen (15) days prior to sale. Notice shall be deemed given when sent. On the date, time and place designated in the notice, the Association shall sell the Property at public auction to the highest bidder. The sale may be conducted by any person or entity appointed by the Association who is authorized to act as a trustee under Section 76-1003 of the Revised Statutes of Nebraska or any agent or independent contractor hired by such person to conduct such sale on such person's or entity's behalf. Any person or entity, including a Co-owner may bid at the sale. The auction shall be held upon such terms and conditions as the Association shall set. The President of the Association (unless he is a Co-owner of the Apartment being sold, in which case the Board of Administrators of the Association) may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in each case, notice of postponement shall be given by public declaration thereof at the time and place last appointed for the

Apartment including all right, title, interest and claims in such Apartment acquired by any Co-owner or his successors in interest subsequent to the date of his or their deed to the Apartment subject only to this Master Deed, easements of record, real estate tax and other governmental assessments, and consensual liens of record prior to the date assessments against such Apartments become due. The Association shall apply the proceeds of sale first to the cost and expenses of exercising the power of sale, including commissions and administrative and attorneys' fees and expenses, second to the payment of delinquent and accelerated assessments plus interest. The balance, if any, shall be paid to such person or persons as are legally entitled thereto. Any Co-owner may cause the sale to be terminated at any time prior to the hour set forth in the Notice of Sale by tendering in cash to the Association all past due assessments and interest thereon, the cost and expenses of publication and sale incurred by the Association, commissions and all administrative and legal expenses and costs incurred by the Association in connection with such default, and compensation to the Association for the time and effort of its Board of Administrators and officers which sum shall be deemed to be One Thousand Dollars (\$1,000.00) if cure is made more than ten (10) days after the date Co-owner defaulted in payment of the assessment.

H. Remedies Cumulative. All rights and remedies provided hereunder to the Association against any Co-owner or any Apartment shall be deemed to be cumulative and in addition to any other rights or remedies which may be available to the Association at law or in equity. In addition, the election by the Association to pursue any particular remedy shall not be construed as a waiver of any and all other rights and remedies which the Association may have. All rights and remedies of the Association may be pursued in one joint action or in as many separate actions as may be appropriate and such rights and remedies may be exercised simultaneously or in succession until such time as all sums the Association have been paid in full.

I. Non-waiver. No Co-owner may be relieved of any assessment made by the Association except by payment in full plus accrued interest, costs and fees.

J. Notice of Transfer. No Co-owner, tenant or other person claiming any interest in any Apartment may sell, lease or otherwise transfer any interest in any Apartment unless five (5) days prior written notice thereof, specifying the names and current addresses of all transferees, is given to the Association. The preceding sentence shall not apply to granting a consensual lien in any Apartment, or to any sale or transfer made pursuant to a decree of foreclosure. No Apartment may be transferred free and clear of unpaid assessments whether or not a Notice of Lien as set forth in the By-Laws has been filed.

SECTION 11. USE OF PROPERTY

The use of the Property and each Apartment is restricted as follows:

A. Use of Apartment. Each Apartment shall be used and occupied only as a business or professional office. No wholesale

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C. Prohibited Acts. No Co-owner, tenant or other person or entity, claiming an interest in an Apartment, and no agent, employee, servant, invitee or licensee of any such Co-owner, tenant or person or entity shall allow any condition to arise or exist, or engage in any activity, practice or use of the Property or any part thereof, which may be dangerous or hazardous to others coming upon the Property, or which may cause an increase in hazard insurance premiums over the premium charge for standard fire and extended coverage insurance, or which is contrary to law, morals or normal business or professional behavior, or which may take undue noise or cause any other annoyance which may disturb the business and professional use and enjoyment of other Co-owners, tenants or other persons or entities claiming an interest in an Apartment or any of their agents, employees, servants, invitees or licensees. In addition, no condition, object or activity which is unsightly, noxious, offensive, embarrassing, discomfoting, annoying, disturbing, contrary to health, safety or welfare of other Co-owners, tenants or others coming upon the Property shall be placed, performed or established upon any portion of the Property. No incinerator or trash receptacle shall be permitted outside of any Apartment except those which may, from time to time, be provided by the Association. No fuel tank or other tank or similar container, whether temporary or permanent, stationary or mobile shall be brought upon or permitted to remain on the Property. No vehicles may be stored upon the Property, and all equipment must be kept within the Apartment. No garbage or trash shall be permitted outside an Apartment. All parking areas and driving lanes, driveways, walkways, entrances and exits, are for the exclusive use of the Co-owners and their tenants, agents, employees, invitees and licensees, and no such areas may be blocked or obstructed for any purpose except for repair, remodeling, reconstruction and maintenance by the Association. The Association shall have full authority to abate any and all of the foregoing without being guilty of trespass or conversion, or other wrongful act.

D. Cleaning. Each Co-owner shall be responsible for keeping such Co-owner's Apartment clean and sanitary at all times.

E. Exterior Appliances, Signs and Company Logos. Trademarks, signs and company logos shall be permitted within the Apartments including the exterior surface of exterior and Apartment doors and windows. No other company logos, trademarks or signs will be permitted on the Property except in areas specifically designated by the Association. No sign, company logo, or trademark will be permitted which is not of a size and constructed of materials deemed by the Association to be harmonious and aesthetically compatible with the development of a prestigious business and professional complex; PROVIDED, HOWEVER, that prior Association approval of company logo design shall not be required. No company logo, trademark, or sign shall be illuminated without the prior written consent of the Association. No exterior television, radio or other antenna of any kind or any other such exterior appliance shall be allowed on the Property without the prior written consent of the Association.

F. Apartment Visibility. Each Apartment shall be improved and maintained in such a manner that all areas of the Apartment visible from common elements or other Apartments are reasonably harmonious and aesthetically compatible with the development of a prestigious business and professional complex.

an Apartment, the Association will give prior notice of such repair, remodeling, reconstruction and maintenance to a Co-owner of such Apartment. Notwithstanding the preceding sentence, in cases of emergency, notice requirements shall be waived; however, the Association shall endeavor to contact a Co-owner and advise him that such Co-owner's Apartment has been entered. In addition, if any emergency repairs to any Apartment become necessary, the Association may, but shall not be required to, enter such Apartment for the purpose of taking such action as it deems necessary to alleviate such emergency or protect the common elements from damage. When repairs are made to common elements, the Association shall leave the Apartment in substantially the same condition it was in when repairs were commenced. When repairs are made to an Apartment or contracted for by the Association, at its option, the actual costs of such repairs shall be assessed to the Apartment involved and its Co-owners, jointly and severally; shall become an obligation due from each Co-owner to the Association; and shall become a lien upon such Apartment in accordance herewith. The Association shall have no liability of any kind to any person or entity as a result of making or failing to make emergency repairs to an Apartment, or for any negligence or other wrongful manner in which such repairs are made, unless the Association or its agents are guilty of willful misconduct. The Association's determination as to the existence of an emergency and the measures to be taken by it to alleviate such emergency shall be final and binding upon all Co-owners and tenants for all purposes. Entry of an Apartment and performance of repairs by the Association shall not be deemed a trespass, conversion or other wrongful act notwithstanding any defect in notice. Further, easements are hereby reserved and granted from and to the Developer and each Co-owner for encroachment, if any, or any Apartment upon any other Apartment due to the shifting or settling of the building or for any other reason, or if such building is repaired or rebuilt after damage or destruction.

SECTION 13.
AMENDMENT TO MASTER DEED

This Master Deed may be amended by written instrument duly executed and acknowledged by the Co-owners of Apartments representing not less than three-fourths (3/4) of the total basic value of the Condominium Regime. Such amendment shall become effective upon recording said instrument in the office of the Register of Deeds, Douglas County, Nebraska. No amendment to the Master Deed shall be binding upon any person or entity holding a consensual lien on any Apartment upon the date of such amendment, unless such person or entity has consented to such amendment in writing.

SECTION 14.
SUBDIVISION, ADDITION, DELETION AND WAIVER

A. Subdivision Etc. Apartments may be subdivided; lands or improvements may be added to or deleted from the Condominium Regime; and the Condominium Regime may be terminated or waived; provided, however, none of the foregoing actions shall take effect unless a written instrument duly executed and acknowledged by the Co-owners of Apartments representing not less than three-fourths (3/4) of the total basic value of the Condominium Regime is recorded with the real property records of Douglas County, Nebraska. Such subdivision, addition, deletion, termination or waiver shall

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C. Proceeding Upon Termination. Upon deletion of any part of the Property, or waiver or termination of the Condominium Regime, Co-owners of Apartments no longer in the Condominium Regime shall own all lands and improvements (including Apartments) included in such deletion or waiver as tenants-in-common. The Co-owner of each Apartment shall own that proportion of such land and improvements which the basic value of his Apartment bears to the basic value of all Apartments included within such deletion or waiver. If an Apartment was owned in co-tenancy prior to its deletion or waiver, then the aggregate interest in the deleted or waived land and improvements of all Co-owners of such Apartment shall equal the aforesaid proportion. Land and improvements included within such deletion or waiver may be judicially partitioned and sold on the petition of any tenant-in-common; but if tenants-in-common representing three-fourths (3/4) of the total basic value of all Apartments included within such deletion or waiver agree in writing to sell or otherwise dispose of such land and improvements, then any pending partition action shall be dismissed, and, all tenants-in-common shall be bound to execute and acknowledge such deeds or other instruments as may be reasonably necessary to effect such sale or other disposition.

SECTION 15.
NOTICES

The Association shall provide to holders of consensual liens copies of all notices of default in paying assessments or installments thereon, or any other default under the Master Deed or the By-Laws. All notices required under this Master Deed shall be in writing, sent certified or registered United States Mail, postage prepaid, return receipt requested, to the Co-owner at his last known address on the books of the Association; to the Association at its registered office, and to consensual lienholders at the address provided to the Association in accordance with this Master Deed.

SECTION 16.
MODELS

Developer reserves the right to use any Apartments owned by Developer as a model or closing facility.

SECTION 17.
REMEDIES

For the benefit of the Association, the Developer, the Association or any Co-owner shall have the right to seek and obtain the remedies provided herein or in the By-Laws by proceedings at law or in equity for violation of any of the terms, conditions, covenants, reservations, restrictions and provisions now or hereafter imposed by the provisions of this Master Deed or the By-Laws, and to present or restrain any violation of the same or to recover on behalf of the Association sums due hereunder. Failure by the Developer, the Association or any Co-owner to enforce any covenant, condition, restriction, reservation, term or provision hereof shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 18.
TAXES AND ASSESSMENTS

determined and apportioned for tax purposes against each Apartment in the proportion which the basic value of such Apartment bears to the total basic value of the Condominium Regime.

SECTION 19.
PIPES, DUCTS AND OTHER CONDUITS

Without in any way qualifying or limiting each Co-owner's right to use and enjoyment of the common elements as herein set forth, it is specifically declared that each Co-owner shall have an easement in common with the owners of all other Apartments over, upon and across each Apartment for the transportation and transmission of power, water, sewer, electricity, gas, current, heat, air conditioning, telephone and similar services through all pipes, wires, ducts, cables, conduits, public utility lines and other common elements serving such Co-owner's Apartment. Likewise, each Apartment shall be subject to an easement in favor of the Co-owners of all other Apartments for the transportation and transmission of power, water, sewer, electricity, gas, current, heat, air conditioning, telephone and similar services through all pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other Apartments which may be located in such Co-owner's Apartment.

SECTION 20.
RESERVATION IN DEVELOPER

The Developer reserves the right to establish easements, reservations, exceptions and exclusions which are not inconsistent with condominium ownership of the Property, and to supplement or amend this Master Deed, the Plans or the By-Laws, until January 1, 1986 or the initial sale by Developer of three (3) Apartments, whichever first occurs; PROVIDED HOWEVER, the exercise of any such right by Developer shall be subject to the prior written approval of the same by the holders of all consensual liens of record. Developer further reserves the right, so long as it is owner of any unsold Apartment, to change the size, layout, price of terms of sale of any Apartment owned by Developer. No change in the price or terms of any such Apartment shall vary the percentage of interest in the common elements for that Apartment. The Developer will, at its sole expense, record and file any and all amendments to this Master Deed or By-Laws required by reason of a change in the size or layout of any Apartment as required by this SECTION.

SECTION 21.
INVALIDITY

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

SECTION 22.
WAIVER

No provision contained in this Master Deed and Declaration shall be deemed to be waived by the Developer.

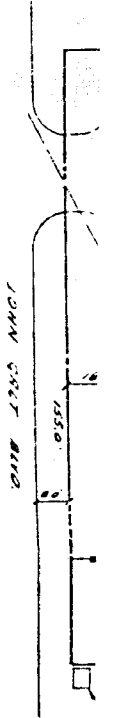
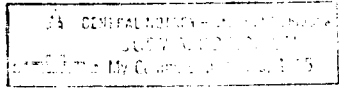
BOOK 17:20 PAGE 668

President of First Federal Savings and Loan Association of Omaha, Nebraska, to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed of said Corporation.

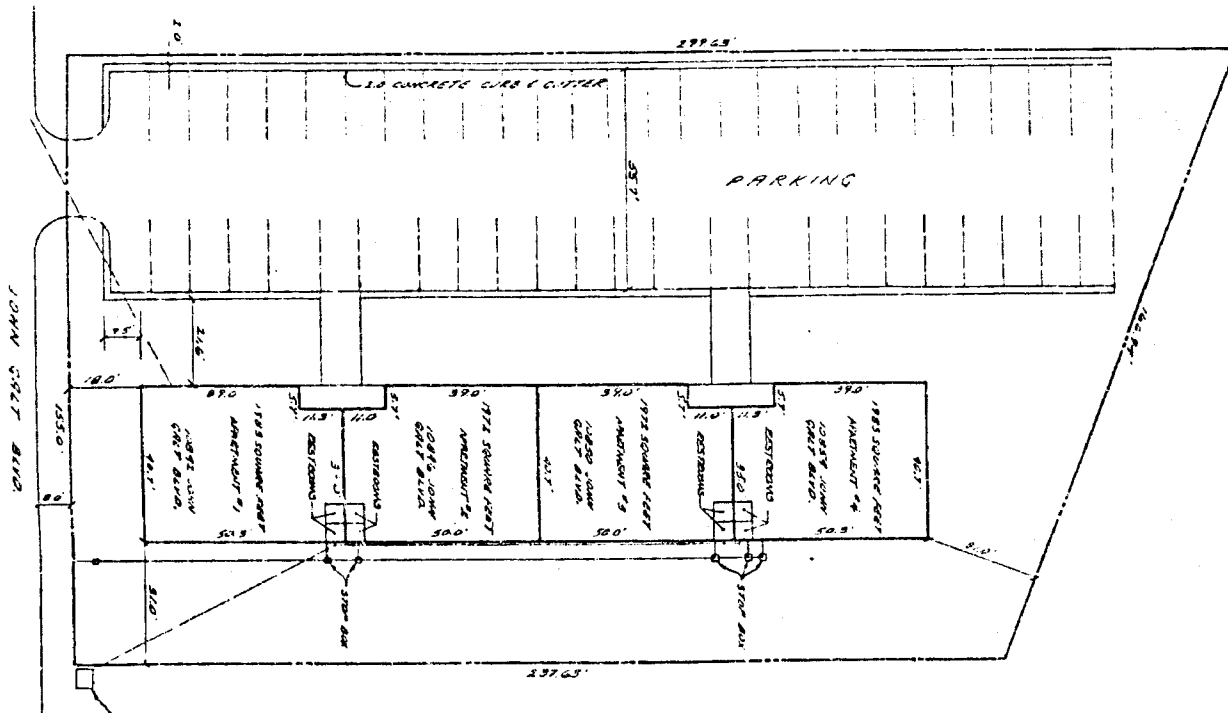
Witness my hand and notarial seal the day and year last above written.

[Handwritten Signature]

Notary Public



THOMPSON DRESSE
A DONNER
Consulting Engineers & Land Surveyors
1718 FULTON ST. OMAHA, NEBRASKA 68102
TELEPHONE 387-7700 (240) 5400 2400



NOTE: THE LOCATION OF THE STAIRS AND ELEVATORS IS SHOWN ON THIS PLAN AND IS SUBJECT TO THE LOCAL CODES AND REGULATIONS.

I, the undersigned, a Registered Engineer in and for the State of Nebraska, do hereby certify that the drawing shown herein, identifies the dimensions, area and location of each of the lots and common elements pertaining to each apartment.

December 15, 1913

Robert E. Dreesen

Robert E. Dreesen, P. E., E. 1307

TD
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THOMPSON DREESEN & DORNER
Consulting Engineers & Land Surveyors
1928 FULTON ST., OMAHA, NEBRASKA 68114
TEL. OM. 2411

SCALE: 1" = 20'

BY-LAWS OF
EMPIRE PARK OFFICE CONDOMINIUM
PROPERTY OWNERS ASSOCIATION NO. 1, INC.

AND

EMPIRE PARK OFFICE CONDOMINIUM
PROPERTY REGIME NO. 1

ARTICLE I. BY-LAWS

Section 1. Description.

These are the By-Laws of the Empire Park Office Condominium Property Owners Association No. 1, Inc., a not-for-profit Nebraska corporation with its registered office at 225 Embassy Plaza, 9110 West Dodge Road, Omaha, Nebraska 68114. These are also the By-Laws of the Empire Park Office Condominium Property Regime No. 1, a Nebraska condominium property regime.

Section 2. Seal.

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

Section 3. Membership.

The corporation has been organized to provide a means of management for the Empire Park Office 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 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 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 in the name of a corporation or partnership, or in the name of a fiduciary.

Section 4. Involved Property.

The property described in Section 3 of the Master Deed, is located in Douglas County, Nebraska, has been submitted to the provisions of Section 76-801 through 76-823, R.R.S. of Nebraska, known as the "Condominium Property Act" by the Master Deed recorded simultaneously herewith in the Office of the Register of Deeds of Douglas County, Nebraska, and which condominium shall hereinafter be referred to as the "Condominium Regime" or "Regime".

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.

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

After three (3) years have expired from the date the Master Deed was recorded in Douglas County, Nebraska, or upon the closing of the sale of the 3rd unit, or as soon as the Developer, Jimko Construction, Inc., a Nebraska corporation, or his successor, shall relinquish control of the Board of Administrators, whichever shall first occur, the initial meeting of the Association unit owners shall be held.

At such meeting, the original Board of Administrators shall resign as members of the Board of Administrators and as officers, and all the unit owners, including the Developer (as a unit owner if applicable), shall elect a new Board of Administrators. Thereafter, the annual meetings of the unit owners shall be held on the second Monday of January of each succeeding year. 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. So long as the Developer shall own one or more of the units, the Developer shall be entitled to elect at least one member of the Board of Administrators who shall serve for a term of one year. The unit owners may also transact, at each such annual meeting, such other business as may properly come before them.

Section 2. Special Members' Meetings.

Special meetings of the Association unit owners may be called by the President, Vice-President or by a majority of the Board of Administrators and must be called upon receipt of written request from members holding 51% or more of the total votes of the Condominium Regime as outlined in Section 9 of 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 3. Place of Meetings.

Meetings of the Association unit owners shall be held at the registered office of the Empire Park Office Condominium Property Owners Association No. 1, Inc. or at such other suitable place convenient to the unit owners as may be designated by the Board of Administrators.

Section 4. Notice of Meetings.

It shall be the duty of the Secretary of the Empire Park Office Condominium Property Owners Association No. 1, Inc. to mail a written notice of the initial and each annual or special meeting of the Association unit owners at least ten (10) but not more than thirty (30) 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 of a notice of meeting in the manner provided by this Section shall be considered proper service of notice.

Section 5. Quorum.

the votes allocated to such unit at all meetings of unit owners. The designation of any such proxy shall be dated, made in writing and delivered to the Secretary prior to or at the commencement of the meeting at which the proxy is to be exercised, and shall be revocable at any time by written notice to the Secretary by the owner or owners so giving the proxy. No proxy shall be valid for longer than eleven (11) months from the date 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 collectively vote to take any other action as an individual unit owner either in person or by proxy. The total number of votes of all unit owners shall be no more than 2,000, and each unit owner (including the Developer and the Board of Administrators, or its designee, if it shall then hold title to one or more units) shall be entitled to cast the number of votes allocated to his or her unit as outlined in Section 9 of the Master Deed. A fiduciary shall be the voting member with respect to any unit owned in a fiduciary capacity.

Section 7. Majority Vote.

The vote in person or by proxy of unit owners holding 51% or more of the total votes for all units as outlined in Section 9 of the Master Deed at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where the Master Deed or these By-Laws require a higher percentage vote.

Section 8. Procedure.

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

Section 9. Adjournment.

If any meeting of the unit owners cannot be held because a quorum has not attended, a majority of the unit owners (using their votes as allocated in Section 9 of the Master Deed) 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.

Until the transfer of the control of the Board of Administrators shall occur as outlined below, the Developer, Jimko Construction, Inc., a Nebraska corporation, or its successors, shall designate the officers and employees of the Association. Provided, however, when three (3) years have expired after the date the Master Deed was recorded in Douglas County, Nebraska, or when the sale of the 3rd unit is closed, or when the Developer, or his successor, shall relinquish his control by written notice to all unit owners, whichever shall first occur, the Board of Administrators shall be elected by the unit owners. During the time that the Board of Administrators is controlled by the Developer, the Board of Administrators shall be composed of three (3)

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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 such as by law, 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 common elements, limited common elements, and facilities.
- (b) Determination of the common expenses required for the affairs of the Condominium Regime, including, without limitation, the operation and maintenance of the Condominium Regime.
- (c) Collection of the assessments from unit owners.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements, limited common elements, and facilities
- (e) Adoption, 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 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 or eminent domain proceedings.
- (i) To grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium Regime.

Section 3. Managing Agent and Manager.

Any contract between such managing agent and/or manager must provide that it can be terminated by the Board of Administrators in its discretion.

If professional management has been previously required by an eligible mortgage holder, or eligible insurer, or eligible guarantor, any decision to establish self-management by the Association shall require the prior written consent of unit owners who have at least 75% of the total votes outlined in Section 9 of the Master Deed and by the eligible mortgage holders who hold at least 51% of the first mortgages on all of the units in the Condominium Regime. The 51% of the first mortgage holders need not be a part of the 75% of the unit holders. See Section 2, Article X for the definition of eligible mortgage holders, insurers, and guarantors.

Section 4. Election and Term.

At the initial meeting of the Association unit owners, the members of the Board of Administrators shall be elected to serve until the next annual meeting of the Association unit owners; provided that if said next annual meeting is less than six (6) months from the date of the initial meeting, the Administrators shall be elected to serve until the next annual meeting after the annual meeting which is less than six (6) months in the future. Each Administrator shall be elected thereafter to serve a term of one (1) year or until his successor shall have been duly elected by the Association unit owners. 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.

Thereafter, at any regular or special meeting of the Association unit owners, any one or more of the members of the Board of Administrators may be removed with or without cause by a vote of unit owners holding 51% or more of the total vote of the Condominium Regime as set forth in Section 9 of the Master Deed, and a successor may then and there or thereafter be elected to fill the vacancy thus created.

ARTICLE IV. OFFICERS

Section 1. President of the Board of Administrators.

Following the election of the members of the Board of Administrators at each annual meeting, the newly elected members of such Board shall, by vote, select one of the Administrators as President of the Board of Administrators for the coming year. The President of the Board of Administrators shall also be the President of the Association and the Board of Administrators shall adopt or elect the remaining officers of the Association as follows:

- (a) The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, who, with the exception of President, shall not be required to be Administrators; who shall be elected annually by the Board of Administrators at each annual meeting for a term of office of one (1) year; and who

- (c) The officers shall have the powers and rights and shall be charged with the duties and obligations usually vested in or pertaining to such offices, or, as from time to time directed by the Board of Administrators.

Section 2. Vacancies.

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

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

Section 3. Fees, Expenses and Wages.

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

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

Section 1. Indemnification.

Each Administrator and officer of the Association shall be indemnified by the Association against all costs and expenses, including attorney fees, reasonably incurred by or imposed upon him in connection with or resulting from any action, suit, or proceeding to which he may be made a party by reason of his being or having been a member of the Board of Administrators or a principal officer of the Association (whether or not he continues to be a member of the Board of Administrators or principal officer at the time of incurring such cost or expense), except in relation to matters as to which a recovery shall be had against him by reason of his having been finally adjudged in such action, suit or proceeding to have been derelict in the performance of his duty as a member of the Board of Administrators or principal officer of the Association. The foregoing qualifications shall not, however, prevent a settlement by the Association prior to final adjudication when such settlement appears to be in the best interests of the Association. The right of indemnification herein provided shall not be exclusive of other rights to which any member of the Board of Administrators or principal officers may be entitled as a matter of law.

ARTICLE VI. DUES, ASSESSMENTS, AND OTHER FINANCIAL MATTERS

Section 1. Fiscal Year.

The fiscal year of the Association shall coincide with

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

Section 3. Annual Assessments.

The first annual assessment shall be levied against each unit and the owner thereof, including the units to which the Developer still holds title, when the first unit is closed and on January 1 of each year thereafter. The annual assessment shall be divided as evenly as possible into twelve (12) monthly payments, with the first payment to include the remainder after division. These monthly payments shall become due and payable upon the 15th day of each month 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 his or her unit's Percentage Share of Expenses as set forth in Section 9 of the Master Deed.

Section 4. Working Capital Assessments.

A working capital fund will be established by the Developer, or his successor, for the initial months of the operation of the Condominium Regime equal to at least two months' estimated common area charged for each unit. Each unit's share of the working capital fund will be transferred to the Association at the time of the closing of the sale of each unit and maintain in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold unit shall be paid to the Association within sixty (60) days after the date of the conveyance of the first unit. The purpose of the fund is to insure that the Board of Administrators will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board of Administrators. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

Section 5. Increases and/or Decreases in Assessments.

Annual assessments may not be increased by more than ten percent (10%) above the level of the immediately preceding year except upon approval of owners having a vote of fifty-one percent (51%) of the total vote of the Condominium Regime as set forth in Section 9 of the Master Deed.

Section 6. Special Assessments.

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

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

Section 7. Escrow Assessments.

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

Section 8. Personal Assessment Liability.

Each unit owner or, if more than one, jointly and severally, shall be personally liable for the payment of assessments under the preceding Sections. Upon the expiration of ten (10) 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 ten (10) 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, plus 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 the same. No proceeding to collect defaulted assessments pursuant to this Section shall constitute a waiver of the lien of the Association against said defaulting owner's unit nor a waiver of the right of the Association to foreclose thereon.

As provided in Section 76-819 of the Condominium Property Act 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 manager, which shall be conclusive upon the Association in favor of all persons relying thereon in good faith.

The provisions set forth in this Section shall not apply to the initial sales and conveyances of the condominium units made by the Developer, and such sales shall be free from all assessments to the date of conveyance.

Section 9. Assessment Lien.

If any unit owner shall fail or refuse to make any

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 an annual assessment beyond the ten (10) day period shall cause all remaining installments, at the option of the Association, to be immediately 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, by foreclosure of the lien on such unit granted by Section 76-817 of the Condominium Property Act, or by the power of sale described in Paragraph G of Section 10 of the Master Deed. 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 10. Statement of Unpaid Assessments.

Upon payment of a reasonable fee, not to exceed Seventy-Five Dollars (\$75.00), and upon the written request of any unit 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.

Section 11. Nonwaiver.

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

ARTICLE VII. INSURANCE

Section 1. Coverage.

The Board of Administrators shall obtain and maintain, to the extent obtainable, the following insurance: fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the entire condominium improvements and any other property, whether or not a common element (including all of the appliances and fixtures therein initially installed by the Developer and all appliances and fixtures therein subsequently installed by the unit owners but not including furniture, furnishings, or other personal property supplied or owned by unit owners), together with all service equipment contained therein in an amount equal to the full replacement value, without deduction

time determine is appropriate. Such public liability coverage shall also cover cross liability claims of one insured against the other and shall contain waivers of subrogation.

Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least ten (10) days prior to expiration of the then current policies. The cost of such policies shall be a common expense.

The Board of Administrators shall determine, at least annually, 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 waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured and shall provide that such policies may not be cancelled or substantially modified without at least 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 shall contain waivers of subrogation and provided, further, that no unit owner shall have the right to insure any of the common elements individually.

Insurance coverage on furnishings and other items of personal or other property belonging to an owner and public liability coverage within each unit shall be the sole and direct responsibility of the unit owner thereof, and the Board of Administrators and the Association shall have no responsibility therefor.

Section 4. Fidelity Bonds.

All Administrators must be covered by a fidelity bond which runs to the benefit of the Association and which meets the guidelines of the Federal National Mortgage Association.

ARTICLE VIII. MAINTENANCE AND ALTERATIONS

Section 1. Maintenance.

The unit owner shall have the obligation to maintain and keep in good repair the interior surfaces of walls, ceilings and floors (including carpeting, tile, wallpaper, paint or other covering) as well as all fixtures and appliances, located within such owner's unit. An owner shall not be responsible to the Association for repair to common elements or limited common elements by casualty, unless such casualty is due to the act or negligence of the owner, his guests, invitees or tenant. All maintenance, including lawn maintenance and snow removal, repairs and replacements to the common elements and limited common elements shall be made by the Association.

Section 2. Alterations by 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 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.

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

There shall be no improvement nor enlargement of the common elements nor additions thereof if such improvement, enlargement or addition shall cost more than \$1,000 during any single fiscal year, unless and until such proposal is approved in writing by owners holding at least 75% of the Percentage Share of Expenses as set forth in Section 9 of the Master Deed, and until a proper amendment of the Master Deed, if required, has been duly executed, acknowledged and recorded pursuant to law.

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

ARTICLE IX. RESTRICTIONS AND RESERVATIONSSection 1. Use Restrictions.

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

- (a) The units shall be used and occupied only as a business or professional office. No wholesale or retail sales of goods from stocks or inventories maintained on the premises shall be allowed, and no goods (except office and professional supplies and equipment and samples) shall be stored temporarily or permanently in any Apartment. No animals of any kind (except animals serving the handicapped) shall be allowed on the Property. This restriction shall not apply to units owned by the Developer until such units shall have been

- (c) No nuisances shall be allowed on the Condominium Regime nor shall any use or practice be allowed which is a source of annoyance or which interferes with the peaceful possession or proper use of the Condominium Regime.
- (d) No improper, offensive or unlawful use shall be made of the Condominium Regime or any part thereof, and all valid laws, zoning laws and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Condominium Regime shall be corrected, by and at the sole expense of the unit owners or of 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 and by unit owners holding 51% or more of the total votes of the Condominium Regime as set forth in Section 9 of the Master Deed. 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.

Section 3. Right of Access.

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

Section 4. Abatement and Enjoining of Violations.

The violation of any rule or regulation adopted by the 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 enter into the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the ex-

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

ARTICLE X. MORTGAGES

Section 1. Notice to Board of Administrators.

A unit owner who mortgages his unit shall notify the Board of Administrators of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Administrators. Also, the Board shall accept the same information from the holder of such mortgages, or any insurer or guarantor thereof. The Board shall maintain such information in a book entitled "Mortgages on Units".

Section 2. Notice of Default.

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

If there is any condemnation loss or any casualty loss which affects a material portion of the Condominium Regime or any unit on which any first mortgage held, insured, or guaranteed, or if there is any delinquency in the payment of assessments or charges owned by a unit owner subject to a first mortgage which is held, insured, or guaranteed which remains uncured for a period of sixty (60) days, or if there is any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, or any proposed action which would require the consent of a specified percentage of mortgage holders, the Board of Administrators shall give written notice of such facts to the eligible mortgage holders, eligible insurers, and eligible guarantors at the addresses furnished to the Association. In these By-Laws an eligible mortgage holder, insurer, or guarantor is any such institution which has given its name and address to the Board of Administrators pursuant to Section 1, Article X.

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, on 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.

constitute and appoint the Association his true and lawful attorney in his name, place, and stead for the purpose of dealing with the property upon its damage or destruction or obsolescence as is hereinafter provided. As attorney-in-fact, the Association, by its President and Secretary or Assistant Secretary or its other duly authorized officers or agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a unit owner which are necessary and appropriate to exercise the powers granted in this Article. Repair and reconstruction of the improvements, as used in the succeeding Sections of this Article, mean restoring the improvements to substantially the same condition to which they existed prior to the damage, with each unit and the common elements and limited common elements having substantially the same vertical and horizontal boundaries as before.

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 75% of the total replacement cost of all the condominium units in this Condominium 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 Section 6 of Article VI, and the Association shall also have the rights noted in Section 9 of Article VI. The owner approval provisions of Section 6 of Article VI or other similar provisions contained herein 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 75% or more of the total replacement cost of all of the condominium units in this Condominium 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 alternatives of repair and reconstruction or sale, pursuant to Section 4 or 5 of this Article. At such meeting, the Board shall present estimates of repair and reconstruction costs, 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. In arriving at such figures to be presented to the owners, the Board may employ such experts as deemed advisable. After presentation of all relevant financial information available to the Board, the owners may adopt either a plan of repair and reconstruction or

provisions of Section 76-821 of the Condominium Property Act shall control. In addition to the owner approval requirement of the plan of sale or a plan to repair or reconstruct, the holders holding mortgages of at least 51% of all of the units in the Condominium Regime must consent in writing to either plan within the time provided. Said 51% of the mortgage holders need not be a part of the 75% of the unit owners.

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 and mortgage holders, as above set forth, the Board of Administrators shall forthwith proceed to repair and reconstruct the improvements as set forth in Section 2 of this Article.

Section 5. Plan of Sole-Damage or Destruction.

In the event that a plan of sale is adopted and approved by the owners and approved by the mortgage holders, 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 Percentage Share of Expenses in the common elements, as outlined in Section 9 of the Master Deed, 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 owner's Percentage Share Of Expenses in the common elements. 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 this Article.

Section 6. Obsolescence of Building.

Upon request of the Board of Administrators or upon receipt of a written request signed by owners holding a majority of the total votes of the Condominium Regime as outlined in Section 7, Article II, the Secretary shall, pursuant to the provisions of Article II, issue notice of a special members' meeting to consider the question of obsolescence of the condominium buildings. At such meeting, owners holding seventy-five percent (75%) or more of the total votes 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

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 XI. At the meeting, if a quorum is present, either plan may be adopted by a majority vote, as defined in Section 7 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 who have seventy-five percent (75%) or more of the total votes of the Condominium Regime, as set forth in Section 9 of the Master Deed, prior to such plan becoming effective. Further, before either plan can become effective, there must be the written consent of holders of mortgages of 51% or more on all of the units in the Condominium Regime. The 51% of the mortgage holders need not be a part of the 75% of the unit owners. If such approvals are 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.

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 and mortgage holders, as above set forth, the Board of Administrators shall forthwith proceed to remodel or reconstruct the improvements, applying reserves as set forth for insurance proceeds in Section 2 of this Article, with the same rights as to special assessments as set forth therein.

Section 8. Plan of Sale-Obsolescence.

In the event that a plan of sale is adopted and approved by the required number of owners and mortgage holders, 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, Douglas County, Nebraska, by the Association's President and Secretary or Assistant Secretary, the entire 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, 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 Condominium Regime shall be divided by the Association according to each owner's Percentage Interest Of Expenses in the common elements, as set forth in Section 9 of the Master Deed, 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 this Article.

Section 9. Condemnation.

Section 10. Power of Sale.

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

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

The special assessment provided for in this Article shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in Article VI. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association, as attorney-in-fact, pursuant to the provisions of this Section. The delinquent owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the highest legal rate on the amount of the assessment and all reasonable attorney's fees. The 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 this Article. 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 prior 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 sale 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 assessments liens in favor of any assessing governmental entity and the customary expense of sale;
- (b) For payment of the balance of the lien of any mortgage or other encumbrance having priority over the lien of items set forth in (c), below, in the order of and to the extent of their priority;
- (c) For payment of unpaid assessments and all costs, expenses and fees incurred by the Association;
- (d) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and
- (e) The balance remaining, if any, shall be paid to the condominium unit owner.

Section 13. No Abatement of Assessments.

Section 15. Reallocation of Percentage Interest of Expenses.

In the event of a partial condemnation or partial destruction of the common areas of the Condominium Regime, there cannot be a reallocation of the Percentage Interest of Expenses and the resulting votes under Section 9 of the Master Deed unless 51% or more of the holders of mortgages on all remaining units, whether existing in whole or in part, consent in writing to said reallocation.

ARTICLE XII. TERMINATION OR AMENDMENTSection 1. Termination.

Except as otherwise provided, owners holding eighty percent (80%) or more of the total votes of the Condominium Regime, using the votes set forth in Section 9 of the Master Deed, and 51% or more of the first mortgage holders on all of the units in the Condominium Regime, shall have the right to terminate this Condominium Regime, or to merge this Condominium Regime with another condominium regime duly organized and existing under the laws of this state, all subject to the conditions of Section 76-812 of the Condominium Property Act. Said 51% of the mortgage holders need not be a part of the 80% of the unit owners.

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 total votes of the Condominium Regime, using the votes set forth in Section 9 of the Master Deed, shall have voted therefore in the affirmative at a special or annual meeting; provided, however, percentage voting requirements contained in these By-Laws shall not be amended by a lesser percentage vote than that sought to be amended.

No amendment shall be effective unless 51% or more of the first mortgage holders shall have consented in writing to any amendment which establishes, provides for, governs or regulates any of the following: (a) voting; (b) assessments, assessment liens or subordination of such liens; (c) reserves for maintenance, repair and replacement of common area; (d) insurance for fidelity bonds; (e) rights to use of the common area; (f) responsibility for maintenance and repair of the several portions of the Condominium Regime; (g) expansion or contraction of the Condominium Regime or the addition, annexation or withdrawal of property to or from the Condominium Regime; (h) boundaries of any units; (i) the interest in the general or limited common areas; (j) convertibility of the units into common areas or common areas into units; (k) leasing units estate; (l) imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer or otherwise convey his or her unit; (m) any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgage on units. Provided, however, any addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors or for clarification only. If any eligible mortgage holder who receives a written request to approve additions or amendments who does not deliver to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request. The 51% of the mortgage holders need not be a part of

mortgagees on all of the units in the Condominium Regime; provided, further, that if such modification is for the addition of units or lands to the Condominium Regime pursuant to the powers reserved to the grantor in the Master Deed, the prior written consent of at least fifty-one percent (51%) of all first mortgagees on all units in the Condominium Regime shall not be required.

ARTICLE XIII. RECORDS

Section 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 meeting 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 Regime, including a chronological listing of receipts and expenditures, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association and Condominium Regime shall be rendered by the Board of Administrators to all unit owners at least annually. In addition, an annual report of the receipts and expenditures of the Association and Condominium Regime, certified by an independent certified public accountant, shall be rendered by the Board of Administrators to all unit owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.

ARTICLE XIV. MISCELLANEOUS

Section 1. Notices.

All notices to the Association required herein shall be sent by registered or certified 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 or to all mortgagees of units.

All notices to any unit owner shall be given by mail 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 to mortgage holders, insurers, or guarantors shall be given to such address as may have been designated by said party from time to time to the Board of Administrators. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 2. Services Provided.

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

Section 4. Captions.

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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.

Section 5. Gender.

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

Section 6. Nonwaiver.

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

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