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BOOK 1665 PAGE 446

MASTER DEED AND DECLARATION

OF

MAPLE CREST CONDOMINIUM PROPERTY REGIME

MASTER DEED AND DECLARATION

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	DEFINITIONS	1
2	DESCRIPTION OF PARCEL	4
3	DESCRIPTION OF BUILDING	4
4	DESCRIPTION OF APARTMENTS AND APPURTENANCES	4
5	COMMON AREAS AND FACILITIES	6
6	USE AND CONVEYANCE OF PROPERTY	8
7	VOTING AND VOTING RIGHTS	11
8	ADMINISTRATION	12
9	ASSESSMENTS BY ASSOCIATION	13
10	MAINTENANCE AND REPAIR	14
11	INSURANCE	16
12	RECONSTRUCTION AND REPAIR	20
13	AMENDMENTS	24
14	RIGHTS OF FIRST MORTGAGEES	25
15	ENCROACHMENTS	27
16	SERVICE OF PROCESS	27
17	COMPLIANCE AND DEFAULT	27
18	REAL ESTATE TAXES	30
19	MISCELLANEOUS	30
EXHIBIT A	LEGAL DESCRIPTION	
EXHIBIT B	SCHEDULE OF APARTMENTS AND PERCENTAGE INTEREST IN COMMON AREAS AND FACILITIES	
EXHIBIT C	ARTICLES OF INCORPORATION	
EXHIBIT D	BY-LAWS	
EXHIBIT E	FLOOR PLANS	

BOOK 1665 PAGE 448

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OF

## MAPLE CREST CONDOMINIUM PROPERTY REGIME

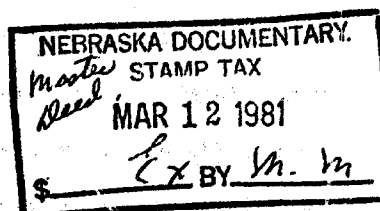
THIS MASTER DEED AND DECLARATION (hereinafter "Declaration"), is made in the County of Douglas, State of Nebraska, on this 12<sup>th</sup> day of February, 1981, by American Baptist Homes of The Midwest, a Minnesota non-profit corporation (hereinafter "Declarant"), pursuant to the provisions of Nebraska Revised Statutes Section 76-801 to 76-823, known as the Nebraska Condominium Property Act, and amendments thereto (hereinafter the "Act").

The purpose of this Declaration, in conformity with the Act, is to submit the Property, as legally described in ARTICLE 2, now owned by Declarant in fee simple, to all provisions of the Act. Therefore, Declarant makes this Declaration and submits the Property to the Act, under the name "Maple Crest Condominium Property Regime", specifying that this Declaration shall constitute covenants to run with the Property, and that the Property shall be held, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, all of which shall be binding upon all persons having any right, title or interest therein, including their heirs, personal representatives, grantees, successors and assigns.

ARTICLE 1 - DEFINITIONS

Unless the context otherwise requires, certain words and terms used in this Declaration, and in the Articles of Incorporation and By-Laws of Maple Crest Condominium Owners' Association, Inc., are defined as follows:

-1-



(A) "Apartment" shall mean that part of the Property within the Building including one or more rooms, occupying part of one or more floors, designed and intended for use as a one family dwelling, and having lawful access to a public street or highway via the Common Areas and Facilities as shown on the Floor Plans.

(B) "Apartment Ownership" shall mean a part of the Property consisting of one Apartment and the undivided interest in the Common Areas and Facilities appurtenant thereto.

(C) "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, and are attached to this Declaration as Exhibit C.

(D) "Association" shall mean Maple Crest Condominium Owners' Association, Inc., a corporation formed pursuant to the Act, and the Nebraska Non-Profit Corporation Act (Nebraska Revised Statutes Section 21-1901 et seq.), whose Members consist of all Owners, acting in accordance with the Governing Documents.

(E) "Building" shall mean the structure located on the Parcel and containing the Apartments, as more specifically described in ARTICLE 3.

(F) "Board of Directors" shall mean the Board of Directors of the Association.

(G) "By-Laws" shall mean the By-Laws governing the conduct of the Association, and are attached to this Declaration as Exhibit D.

(H) "Common Areas and Facilities" shall mean all portions of the Property except the Apartments.

(I) "Declaration" shall mean this instrument, as from time to time amended, by which the Property is submitted to the provisions of the Act.

(J) "First Mortgagee" shall mean a Person owning a mortgage on any Apartment, which mortgage is first in priority upon foreclosure to all other mortgages which may effect such Apartment.

Section 76-810 of the Act, which show such details as the layout, location, Apartment numbers and dimensions of the Apartments and the location of the Common Areas and Facilities.

(L) "Governing Documents" shall mean this Declaration and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association.

(M) "Limited Common Areas" shall mean those Common Areas and Facilities such as patios, storage compartments and garage spaces, as described in this Declaration and shown on the Floor Plans, which are assigned and reserved for exclusive use of individual Apartments.

(N) "Occupant" shall mean any person or persons other than an Owner, in possession of or residing in an Apartment.

(O) "Owner" shall mean the person or persons whose estates or interest, individually or collectively, aggregate fee simple absolute ownership of an Apartment, including without limitation contract for deed vendees. Mortgagees or other holders of security interest in an Apartment shall not be considered Owners until they have succeeded to the Owner's interest through foreclosure or deed in lieu of foreclosure.

(P) "Parcel" shall mean the tract or tracts of land on which the Building is located as more specifically described in ARTICLE 2 together with all the easements, rights and appurtenances belonging thereto.

(Q) "Person" shall mean a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

(R) "Property" shall mean the land and all improvements constructed or contained thereon, including the Building, and all the easements, rights and appurtenances belonging thereto.

ARTICLE 2 - DESCRIPTION OF PARCEL

The legal description of the Parcel on which the Building and other improvements are located is as set forth in Exhibit A attached hereto and incorporated herein by reference.

ARTICLE 3 - DESCRIPTION OF BUILDING

There is one building located on the Parcel at 2820 North 66th Avenue, Omaha, Nebraska 68104. The Building contains a total of 44 Apartments, 18 of which are two bedroom Apartments and 26 of which are one bedroom Apartments. The Building has three floors, one underground floor and two above-ground floors. The Building contains a community room, a laundry room, a storage room and 31 inside parking spaces, all of which rooms and parking spaces are located in the underground level. The building is constructed with cement footings, load bearing masonry foundation walls, block and face brick where the lower level is exposed, dry vat exterior panels on upper level walls and interior walls of steel studs and dry wall. The floors are constructed with bar joists, metal panels and concrete, except over the garage area which is 8-inch prestressed concrete. The Building, together with its location on the Parcel and the area and location of each Apartment, is more particularly described in the Floor Plans, which are attached hereto as Exhibit E and incorporated herein by reference.

ARTICLE 4 - DESCRIPTION OF APARTMENTS AND APPURTENANCES

(A) Each Apartment, together with its location within the Building, and the immediate Common Areas and Facilities to which it has access, is more particularly described on the Floor Plans. The identifying number of each Apartment, its approximate square footage, its number of bedrooms, its value for purposes of the Declaration, and its value as a percentage of the total value of all Apartments are set forth in Exhibit B attached hereto and made a part hereof.

to whether those areas may vary from the Floor Plans or the actual areas, or whether those values may vary from the actual selling price.

(B) Apartment boundaries and physical appurtenances are as follows:

(i) Each Apartment shall include and occupy the space enclosed by the undecorated, interior plaster or plasterboard portions of its peripheral walls and ceilings, and the undecorated finished floor; provided, however, that any load bearing portion of such walls, ceiling or floors and any load bearing portion of interior walls and partitions shall be Common Areas and Facilities. The boundary of each Apartment shall also extend along the inside surface of its exterior doors and windows (including frames), and all such doors and windows (including frames) shall be deemed to be Limited Common Areas appurtenant to such Apartment. All boundaries shall vary with sag and accretion involving normal and expectable expansion, sag and structural adjustment.

(ii) Subject to the provisions of ARTICLES 4(B)(i), 4(B)(iii) and 4(B)(iv), all spaces, interior partitions, and other fixtures and improvements within the boundaries of an Apartment are a part of the Apartment.

(iii) If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other such component or fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion thereof which does not affect the function of the other Apartments or the Common Areas and Facilities and serves only that Apartment is deemed a Limited Common Area allocated exclusively to that Apartment, and any portion thereof serving or affecting the function of more than one Apartment or any portion of the Common Areas and Facilities is a part of the Common Areas and Facilities.

(iv) Any shutters, awnings, window boxes, doorsteps, stoops, patios, garage stalls, storage rooms, all exterior doors and windows or other fixtures and appurtenances designed to serve a single Apartment but located outside the

(C) Each Apartment shall have permanent appurtenant easements for ingress and egress to a public street or highway through adjoining Common Areas and Facilities as shown on the Floor Plans and as described in the Declaration, and shall have appurtenant easements of enjoyment on and across the Common Areas and Facilities.

(D) Each Apartment shall be subject to and shall be the beneficiary of permanent appurtenant easements for all services and utilities servicing the Apartments and the Common Areas and Facilities, and for maintenance and repair as described in ARTICLE 10(C).

(E) All easements and other appurtenances benefiting an Apartment shall be inseparable from that Apartment and shall benefit and run in favor of its Owner and Occupants and their guests. Neither the Governing Documents nor the Association shall in any case unreasonably restrict access to services and utilities or ingress and egress to and from the Owner's Apartment or any Limited Common Area appurtenant thereto.

(F) No apartment nor any part of the Common Areas and Facilities may be subdivided or partitioned without the written consent of those Owners and First Mortgagees necessary to amend this Declaration.

ARTICLE 5 - COMMON AREAS AND FACILITIES

(A) All of the Property not included within an Apartment represents Common Areas and Facilities, and appertains to the apartments in accordance with the percentages of interest expressed in Exhibit B. The Common Areas and Facilities include, but are not limited to, all the areas and items listed in this ARTICLE 5 and as shown on the Floor Plans.

(B) Common Areas and Facilities shall include without limitation the Limited Common Areas and such things as the Parcel, parking areas, driveways or walkways, gardens, trees, shrubs, foundations, bearing walls, columns or



wires, conduit, utility connections, ducts, flues, chutes, heating and other mechanical systems, and any fixtures used in connection with the above items even though not specifically mentioned herein.

(C) The Common Areas and Facilities shall be subject to appurtenant easements for Building services, utilities and enjoyment in favor of each Apartment and its Owner and Occupants and their guests, subject to the specific rights of Owners, Occupants and their guests in Limited Common Areas appurtenant to their respective Apartments.

(D) Subject to the provisions of ARTICLES 9 and 10, all maintenance, repair, management and operation of the Common Areas and Facilities shall be the responsibility of the Association, but nothing herein contained shall be construed so as to preclude the Association from delegating to a Person or Persons of its choice such duties as may be imposed upon the Association by the Governing Documents or the Act, and as are approved by the Board of Directors, so long as such delegation does not interfere with the performance by the Board of Directors of its duties.

(E) Expenses incurred or to be incurred for the maintenance, repair, management and operation of the Common Areas and Facilities shall be assessed and collected from the Owners in accordance with provisions contained in ARTICLE 9.

(F) The undivided interest of an Owner in the Common Areas and Facilities is appurtenant to such Owner's Apartment and is inseparable from that Apartment.

(G) Any part of the Common Areas and Facilities, including without limitation a storage compartment, patio, garage space or any item specified in ARTICLES 4(B)(i), 4(B)(iii) and 4(B)(iv), which is assigned to and reserved for the exclusive use of one particular Apartment shall be designed as a Limited Common Area, and shall be encumbered with an exclusive perpetual easement appurtenant

in favor of the Apartment to which it is assigned and for the use as is designated. The assignment of the appurtenant storage compartments and patios to the respective Apartments is listed on Exhibit B and the location and area of the storage compartments and patios are more particularly described in the Floor Plans. The description and assignment of the other Limited Common Areas is set forth in ARTICLES 4(B)(i), 4(B)(iii) and 4(B)(iv).

ARTICLE 6 - USE AND CONVEYANCE OF PROPERTY

In addition to restrictions which may be imposed by the Act and the Governing Documents, the use and conveyance of the Property shall be governed by the following provisions:

(A) The Property shall be held, conveyed, encumbered, leased, used and occupied subject to all covenants, conditions, restrictions, uses, limitations and obligations expressed in the Governing Documents and the Act. All such covenants and obligations are in furtherance of a plan for the Property, and shall be deemed to run with the land and be a burden and benefit to Declarant, its grantees, successors and assigns and any Person acquiring or owning an interest in the Property, their heirs, personal representatives, grantees, successors and assigns.

(B) No Apartment shall be sold, traded, transferred, or otherwise disposed of without first offering the Apartment to the Declarant in writing at a stated price and on stated terms, which the Declarant may accept at any time within thirty (30) days from receipt of the written offer. Such acceptance, to be effective, must be in writing. If the Declarant declines, or does not accept the offer within thirty (30) days, then the transaction described in the written notice to Declarant may thereafter be consummated, but not at a lower price nor on more favorable terms than have been offered to the Declarant in writing. If

six (6) months from the date it is offered to the Declarant, then the Apartment must be reoffered to the Declarant prior to its conveyance or disposition to a third party.

(C) The Property shall be used by Owners and Occupants and their families, guests and tenants as private residential dwellings only, and not for transient or hotel purposes, as described in and authorized by the Governing Documents and the Act. All Owners, Occupants and their guests shall have a right of quiet enjoyment in the Property, and shall use the Property in such a manner as will not unduly restrict, interfere with or impede the use thereof by other Owners and Occupants and their guests.

(D) Any lease, rental or any other comparable arrangement for the occupancy of an Apartment by a person or persons other than the Owner, whether for a monetary consideration or otherwise, shall be a violation of the above use unless: (i) such Apartment is leased, rented or otherwise occupied for a period of ninety (90) days or more under a written lease, (ii) a true copy of such lease, in executed form, has been filed with the Secretary of the Association, (iii) the lease contains a clause or clauses previously approved by the Association which provide that the lessee and his or her family and guests shall be bound by and observe the provisions of the Governing Documents and that a failure of the lessee or his or her family or guests to comply with the Governing Documents shall be a default under the lease, (iv) there are no delinquent assessments or other charges against the leased Apartment or the Owner, and (v) the lease is for the entire Apartment. Occupancy of an Apartment at the request of an Owner for the bona fide purpose of caretaking shall not be a violation of this

ARTICLE 6, provided that prior written notice has been given to the Association.

The Board of Directors may grant waivers of the foregoing requirements in the event of emergencies or extenuating circumstances and may establish further

(E) Each Occupant, and each Owner residing in an Apartment, shall be at least fifty-seven (57) years of age; provided, however, such restriction shall not apply to the spouse of an Occupant or Owner residing in an Apartment. No more than four (4) individuals shall reside in a two (2) bedroom Apartment at any one time and no more than two (2) individuals shall reside in a one (1) bedroom Apartment at any one time.

(F) The keeping of any pet on the Property shall be restricted according to provisions of the Association's Rules and Regulations as amended by the Board of Directors from time to time; provided, however, that in no case may any type of fish, fowl or animal be bred, or kept or maintained for commercial purposes on the Property.

(G) No use shall be made of the Property which would violate the then existing municipal ordinances or state or federal laws, nor shall any act or use be permitted which would cause an increase in insurance rates on the Property or otherwise tend to cause liability or unwarranted expense for the Association or any Owner.

(H) No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Apartment or the Common Areas and Facilities. This restriction, however, shall not be deemed to prohibit an Owner from maintaining his personal professional library therein or keeping his matters relating to business or professional records or accounts therein, or handling matters relating to his business by telephone or correspondence therefrom, such uses being expressly declared herein as customarily incidental to the principal residential use.

(I) No alteration or improvement, of any type, temporary or permanent, shall be made or caused or suffered to be made by any Owner, Occupant or their guests in any part of the Common Areas and Facilities without the prior written

be made by any Owner, Occupant or their guests in any part of an Apartment, including without limitation interior partitions, without the prior written authorization of the Board of Directors.

(J) Notwithstanding any provisions of the Governing Documents, Declarant may operate and maintain a business and sales office, model Apartments and other development, rental and sales facilities within one or more Apartments or on the Common Areas and Facilities, and shall have easements for access to and enjoyment and use of such facilities, for itself, its employees, agents and prospective purchasers, until the earlier of the date upon which the sales of all Apartments are consummated or three (3) years from the date of the first conveyance of an Apartment to an Owner other than Declarant; provided, however, said rights of Declarant shall in no event cease earlier than twelve (12) months from the date of the first conveyance of an Apartment to an Owner other than Declarant. Declarant may display signs offering the Apartments for sale or lease on any model Apartment and the Common Areas and Facilities, and no Owner or Occupant may interfere with Declarant's rights under this ARTICLE 6 by amendment of the Governing Documents or otherwise. Declarant may also lease or rent Apartments owned by it without restriction, and the Association may maintain an office on the Property for management purposes.

ARTICLE 7 - VOTING AND VOTING RIGHTS

(A) The total value of the Property is declared to be \$2,133,200.00. The value of each Apartment, and the relative value for purposes of determining its percentage of interest in the Common Areas and Facilities under the Act and the Governing Documents, is set forth in Exhibit B.

(B) Each Apartment shall be entitled to a vote equal to the Apartment's percentage of interest in the Common Areas and Facilities as set forth in Exhibit B.

the vote appurtenant to such Apartment at all meetings of the Association.

(D) All Owners shall be members of the Association. When more than one Person is an Owner of any single Apartment, all such Persons shall be members of the Association, but multiple ownership of an Apartment shall not increase the voting percentage appurtenant to such Apartment nor authorize the division of the voting rights appertaining thereto.

(E) The voting rights of the Owners and Occupants shall be governed by this Declaration and the Articles of Incorporation and By-Laws.

ARTICLE 8 - ADMINISTRATION

The administration of the Property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

(A) The Association, subject to the rights of the Owners set forth in the Act and the Governing Documents, shall be responsible for the management and control of the Property. The power and authority of the Association shall be vested in the Board of Directors, and the Association shall act through the Board of Directors, unless action by the individual Owners is specifically required by the Governing Documents or the Act. All references to the Association shall mean the Association acting through the Board of Directors, unless specifically stated to the contrary.

(B) The By-Laws shall be in the form as attached to and recorded with this Declaration as Exhibit D, and may be amended in the manner provided in the By-Laws.

(C) The Board of directors may delegate to a manager or managing agent the management duties imposed upon it by the Governing Documents and the Act, provided, however, that such delegation does not interfere with the performance by the Board of its duties as prescribed by the Governing Documents and the Act.

used for the benefit of the Owners for the purposes stated in the Governing Documents.

(E) Notices or demands, for any purpose, shall be given by the Association to Owners and Occupants and by Owners and Occupants to the Association in the manner provided in the By-Laws.

ARTICLE 9 - ASSESSMENTS BY ASSOCIATION

(A) Assessments for the expenses, including reserves, of the Association (hereinafter "Common Expenses") shall be made and determined by the Board of Directors, in its sole discretion, and shall be paid by the Owners to the Association in accordance with the Governing Documents.

(B) Each Owner shall be personally liable for the share of the Common Expenses assessed against such Owner's Apartment. No Owner may be exempted from liability for payment of his share of Common Expenses by waiver of use or enjoyment of the Common Areas and Facilities, by absence from or abandonment of his Apartment or by the waiver of any other rights of an Owner or Occupant. The Association may invoke the charges, sanctions and remedies set forth in ARTICLE 17, in addition to any remedies provided elsewhere in this Declaration or by law, for the purpose of enforcing its rights hereunder.

(C) All sums assessed by the Association for Common Expenses shall constitute a lien on each Apartment from the date of levy by the Board of Directors, and shall be prior to all other liens except only:

(i) The lien of real estate taxes or special assessments in favor of the State of Nebraska or any taxing subdivision thereof; and

(ii) The lien of any first mortgage, as provided in ARTICLE 9(E).

(D) A lien for Common Expenses may be foreclosed against an Apartment by action in the same manner as a foreclosure by action of a mortgage of real

grants to the Association a power of sale to accomplish such foreclosure and sale. The Association shall, in addition, have the right to pursue any other remedy at law or in equity against any Owner who fails to pay any assessment or charges against his Apartment. In any action brought by the Association against any Owner, the Association shall further be entitled to recover all costs of the action, interest on the unpaid amount at the rate of 8% per annum and reasonable attorneys' fees.

(E) The assessment for Common Expenses provided for herein shall be subordinate to the lien of any first mortgage recorded against any Apartment; provided, however, that such subordination shall apply only to the assessments which may have become due and payable prior to the date of expiration of the period of redemption following a mortgage foreclosure sale, or the date of any other sale or transfer in lieu of foreclosure. Upon the expiration of a period of redemption following the sale upon foreclosure of a mortgage, or upon the date of any other sale or transfer in lieu of foreclosure, the then unpaid assessment for Common Expenses against the Apartment conveyed by such sale may, at the discretion of the Board of Directors, become a Common Expense, in which case it shall be included in the next annual assessment thereof and shall become a lien on all Apartments in the percentage set forth in Exhibit B. Upon request by the First Mortgagee of an Apartment, notice of a default of more than thirty (30) days in payment of any installment of any assessment for Common Expenses by the Owner of that Apartment shall be given in writing to the First Mortgagee by the Secretary of the Association.

ARTICLE 10 - MAINTENANCE AND REPAIR

The following provisions shall govern the maintenance and repair of the Property:

(A) The Association, at its expense, shall maintain, repair, and replace



- (i) All portions of the Buildings which contribute to the support of the structure, including but not limited to, outside walls, floors, structural slabs, roofs, load-bearing columns, Common Area and Facility windows and doors, and such portions of the interior boundary walls of the Apartments, if any, that are not a part of the Apartments;
- (ii) All conduits, ducts, flues, plumbing, wiring, heating, water softening, and other facilities for the furnishing of building and utility services other than those which are a part of an Apartment;
- (iii) All other Common Areas and Facilities, including but not limited to, driveways, parking areas, curbs and gutters, walkways, patios, storage compartments, lawns, trees and shrubs, outside lighting, garages, roofs, building exteriors, entryways, stairways, and recreational facilities; but excluding routine repair and maintenance to the Limited Common Areas; and
- (iv) All incidental damage caused to an Apartment by such work as may be done by the Association pursuant to its responsibilities hereunder.

(B) The responsibility of the Apartment Owner for maintenance, repair and replacement shall be as follows:

- (i) To maintain, repair and replace, at the Owner's expense, all portions of the Apartment, except the portions to be maintained, repaired and replaced by the Association, and to do routine repair and maintenance of the Limited Common Areas assigned to the Owner's Apartment;
- (ii) To perform his responsibilities as outlined hereunder in such manner as not to unreasonably disturb other persons residing within the Building;
- (iii) Not to alter or otherwise decorate or change the appearance of any portion of the Common Areas and Facilities, and not to make any major interior alterations, or any alterations which affect the Common Areas and Facilities, unless prior written authorization is obtained from the Board of Directors;
- (iv) To promptly report to the Association any defect or need for repairs in the Common Areas and Facilities; and
- (v) Not to do anything that could jeopardize or impair the safety or soundness of the Building without prior written consent from the Board of Directors, and not to impair any easement in the Property without prior written consent from the Board of Directors and the Owner or Owners for whose benefit such easement exists.

(C) Each Apartment and the Common Areas and Facilities are subject to

the Apartments and Common Areas and Facilities as described in this ARTICLE 10. Access to the apartments for maintenance and repair shall be limited to reasonable hours, except that access may be had at any time in case of emergency.

(D) The Association may cause routine repairs or maintenance to be effected to the Limited Common Areas if, in the opinion of the Board of Directors, such maintenance or repair is required but has been neglected by the Owner of the Apartment to which such Limited Common Area is appurtenant. The expense of such repair shall be a personal obligation of such Owner, and shall be a lien against the affected Apartment in favor of the Association, with the same rights and priority as an assessment lien under ARTICLE 9.

(E) Nothing herein contained shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement, and the Association's liability shall be limited to damages proximately resulting from its negligence.

ARTICLE 11 - INSURANCE

(A) The Board of Directors shall obtain and maintain a master policy or policies of insurance, effective as of the date of the execution and delivery of a deed conveying the first Apartment by the Declarant, issued by a reputable insurance company or companies authorized to do business in the State of Nebraska, as follows:

- (1) Fire and standard extended coverage insurance in an amount equal to one hundred percent (100%) of the insurable replacement cost of the Property (including all building service equipment and machinery), excepting such perils as may be separately insured or are uninsurable. The policy or policies shall cover personal property owned in common by all of the Owners or by the Association. If available, the policy or policies shall contain an "Inflation Guard" endorsement, or an agreed amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild. Such insurance shall afford protection

- (a) If there is a steam boiler in the Building, the policy shall afford protection against boiler explosion, evidenced by a broad form of boiler and machinery endorsement, in the minimum amount of \$50,000 per accident per location.
  - (b) If the Building is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards, a "blanket" policy of flood insurance on the Property shall be maintained in the amount of the aggregate of the outstanding principal balances of the mortgage loans on the Apartments or the maximum limits of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less.
  - (c) If applicable, the policy shall cover sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage.
  - (d) In the event the Association shall fail to pay currently the premiums due with respect to such insurance, then and in such event any First Mortgagee may make payment of such due premiums, and such payment so made by any First Mortgagee shall be a sum immediately due and owing by the Association to such First Mortgagee, together with interest at 8 percent per annum through the date of reimbursement by the Association. Any First Mortgagee shall have the right to sue upon and enforce the foregoing covenant for its benefit in the event it shall advance money for the benefit of the Association and the Property, and this covenant shall have the same effect and stand in lieu of any separate agreement covering such rights between the Association and such First Mortgagee advancing funds. The Association is further authorized to enter into a separate agreement in favor of all First Mortgagees, which shall further authorize the First Mortgagee to secure its own replacement policy in the event that the insurance policy held by the Association fails to comply with the requirements of this Declaration.
- (ii) Comprehensive public liability insurance covering all Common Areas and Facilities and any public ways with limits of a minimum of \$1,000,000 per occurrence against claims for personal injury and property damage, and against such other risks as are customarily covered by such policies for projects similar in construction, location and use to the Property. If available, such public liability insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner or Occupant because of negligent acts of the Association or other Owners or Occupants. If available and required by the lending requirements of any First Mortgagee, the coverage shall include water damage liability, liability for non-owned and hired automobiles, liability for property of others, and, if applicable, elevator collision, garage keeper's liability and host liquor liability.

Association. The fidelity bond or insurance shall name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the insured's estimated annual operating expenses and reserves. An appropriate endorsement to the policy to cover any Persons who serve without compensation shall be added if the policy would not otherwise cover volunteers, or a waiver of defense based upon the exclusion of Persons serving without compensation shall be added.

(iv) Workmen's Compensation insurance as required by law.

(v) Such other insurance as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and the Owners.

(B) All insurance premiums shall be assessed and paid as a Common Expense.

(C) All insurance coverage maintained by the Association shall be written in the name of, and the proceeds thereof shall be payable to, the Association or a qualified Insurance Trustee selected by the Association, as trustee for the Owners and other holders of any interest in the Apartments, including First Mortgagees, which suffer loss. The Association, or any Insurance Trustee selected by it, shall have exclusive authority to negotiate and settle any claims or losses under any insurance policy maintained by the Association.

(D) All policies of insurance shall contain waivers of subrogation by the insurer as to any claims against the Association, or an Owner or Occupant, or their respective agents, tenants or employees, and waivers of any defense based on co-insurance or of invalidity from any acts of the insured, if such waivers can be obtained.

(E) All policies of insurance and comprehensive liability insurance maintained by the Association shall provide that the policies shall not be cancelled or substantially modified, for any reason, without at least 30 days prior written notice to all of the insureds and all First Mortgagees of record.

(F) All Policies of property insurance maintained by the Association shall

cisable (i) without the prior written approval of the Association or the Insurance Trustee, or (ii) when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party, or (iii) when in conflict with any requirement of law.

(G) All policies of insurance maintained by the Association shall provide, where applicable, that such insurance may not be brought into contribution with any insurance purchased by Owners or their First Mortgagees.

(H) Each Owner may obtain additional insurance at his own expense covering fire and other casualty to his Apartment, his personal property and his personal liability, but all such insurance, where waiver of subrogation is available, shall contain a waiver of subrogation provision comparable to that referred to in ARTICLE 11(D). Such insurance shall also provide that it shall be without contribution as against any insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance maintained by the Association pursuant to this ARTICLE 11 due to proration of insurance purchased by the Owner under this subparagraph, the Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Board of Directors to be distributed as hereinafter provided, and such Owner shall be liable to the Association to the extent of any such diminution or loss of proceeds.

(I) All policies of insurance maintained by the Association shall provide, if possible, that the coverage shall not be prejudiced by (i) any act or neglect of the Owners of Apartments when such act or neglect is not within the control of the Association or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

ARTICLE 12 - RECONSTRUCTION AND REPAIR

(A) Any Person who accepts any deed or conveyance of any kind, including without limitation a mortgage deed or any contract for deed, conveying any interest in the Property, shall be deemed to have made a voluntary provision for the repair or reconstruction of any damage to or destruction of any part of the Property within 180 days from the occurrence of such damage or destruction, subject to the provisions of this ARTICLE 12. All repair or reconstruction of the Property will be substantially in accordance with the plans and specifications of the Property as initially constructed and subsequently improved upon.

(B) The repair or reconstruction of the damaged or destroyed Property shall be undertaken as promptly as reasonably practicable after such damage or destruction, but in no event later than 180 days following the occurrence of such damage or destruction, by the following Persons, and under the following circumstances:

- (i) If such damage or destruction is confined to the Common Areas and Facilities or to less than 25% of the Apartments, then the Association shall have a duty to reconstruct or repair the Common Areas and Facilities and the Apartments so damaged or destroyed.
- (ii) If such damage or destruction renders 25% or more of the Apartments untenable, the Association shall have a duty to repair or reconstruct the Common Areas and Facilities and Apartments unless, within 90 days following such damage or destruction, the Owners of at least two-thirds (2/3) of the undivided interests in the Common Areas and Facilities and at least two-thirds (2/3) of the First Mortgagees (based upon one vote for each Apartment for which a first mortgage is owned), have given their written approval that such repair or reconstruction shall not be undertaken or that the Property shall be sold. The Association shall not be under any duty to solicit such approval.

(C) In the event of loss or damage to any part of the Property by any insured casualty, the estimated cost of reconstruction and repair of which is in

insurance policies received by the Association as insurance trustee. If, upon sworn construction statements, the Board of Directors determines that the cost of reconstruction, rebuilding and repair following such casualty shall be in excess of the insurance received, the amounts of such excess, in the case of damage or destruction to any part of the Common Areas and Facilities, shall be collected by the Board of Directors from the Owners in the manner set forth herein for collection of any such reconstruction, rebuilding and repair. In the case of damage or destruction to any Apartment, the amount of such excess shall be collected by the Board of Directors from the Owner of such damaged Apartment and deposited with such escrow agent prior to the commencement of any reconstruction, rebuilding and repair of that Apartment. In the event the estimated cost of reconstruction and repair is less than Ten Thousand (\$10,000,000) Dollars, the Association may, at its discretion, deposit all monies received in its own accounts and undertake the responsibilities of the title insurance company or other escrow agent.

(D) Within 60 days after an event causing damage or destruction to any portion of the Property, the Board of Directors shall obtain a construction contract for the repair or reconstruction of the damaged or destroyed Property, signed by the general contractor selected by the Board, setting forth the cost to place the damaged Property in the condition substantially the same as that before the event. If ARTICLE 12(B)(ii) is applicable, the construction contract shall not be signed by the Association until the provisions of ARTICLE 12(B)(ii) have been satisfied. For purposes of satisfying the provisions of ARTICLE 12(B)(ii), the Association shall, within the foregoing 60 day period, forward a summary of the construction contract to all Owners for their information, which summary shall include:

or to be received. If the necessary number of persons specified in ARTICLE 12(B)(11) do not give their written approval that the repair and reconstruction not be undertaken, the Association may sign the construction contract and collect from the Owners as a Common Expense and deposit with the escrow agent the excess funds necessary to complete the construction. If at any time the funds for payment of construction costs are insufficient, additional special assessments may be made by the Association to provide for payment, including without limitation premiums for such bonds or other financial guarantees as the Association deems necessary.

(E) The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against Owners, shall be disbursed in payment of such costs in the following manner:

(i) The funds shall be disbursed in accordance with accepted standards for disbursement of funds for construction to such contractors, supplies and personnel as do the work or supply the materials or services required for such reconstruction or repair, subject to approval of the escrow agent, the Association, an architect employed by the Association (who independently and for the benefit of the Owners agrees to supervise and approve the work and disbursements and payment therefor), and the First Mortgagees who hold mortgages on the damaged Apartments; provided that these approval functions may be delegated to the escrow agent by mutual agreement of the parties. Nothing contained herein, however, shall be construed so to limit or modify any responsibility to make such reconstruction or repair.

(ii) If there is a balance in the construction fund after completion of reconstruction and repair, it shall be returned to the Association. To the extent that there has been any assessment paid by Owners in connection with such reconstruction and repair, the Association shall distribute such balance to the Owners in the proportion in which they contributed to the fund. Any balance in excess of the total of such assessments shall be retained by the Association and deposited into the reserve being maintained by the Association for the maintenance, repair and replacement of those portions of Common Areas and Facilities which must be replaced on a periodic basis.



(F) Any escrow agent holding funds for repair or reconstruction may rely upon a certificate of the Association as to whether or not the damaged Property is to be reconstructed or repaired and to whom the funds held by the escrow agent are to be disbursed.

(G) The Association and any contractors or subcontractors engaged on its behalf in reconstruction or repair shall have temporary easements in and over the Apartments and the Common Areas and Facilities to allow such work to be completed. Encroachments upon or in favor of Apartments or the Common Areas and Facilities which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Owner upon whose property such encroachment exists, provided that such repair or reconstruction is made substantially in accordance with the plans and specifications of the Property as initially constructed and subsequently improved upon. Such encroachments shall be allowed to continue in existence for so long as the Building in question stands.

(H) The Association is hereby designated and appointed as authorized agent for each Owner and Occupant for the purpose of negotiating, agreeing to and executing any settlement as to the value and extent of any loss which may be covered under any policy of insurance carried by the Association, or any loss due to condemnation, and is granted full right and authority to execute in favor of any insurer or entity exercising a right of eminent domain a release of liability arising out of any such occurrences. The Association shall also have the right but not the obligation, to act as the agent for all Owners and Occupants for the purpose of negotiating, settling, prosecuting or defending any and all claims, rights or interests of the Owners and Occupants in connection with the repair and reconstruction of the Property.

- (i) If such taking is confined to the Common Areas and Facilities, and the initial award made by the condemnation authority is less than \$10,000, the Association shall have a duty to reconstruct and restore the Common Areas and Facilities to substantially their previous condition, taking into consideration those portions thereof that were taken by condemnation.
- (ii) In the event the initial award made by the condemning authority is in excess of \$10,000 or a part or all of any Apartment or Apartments are taken by condemnation, the obligation to reconstruct and restore shall be determined pursuant to the provisions of ARTICLES 12(B)(ii) and 12(D).
- (iii) In any case where a decision to reconstruct is made, the procedures for the receipt, escrow and disbursements of funds, and other matters relating to such reconstruction shall be determined under this ARTICLE 12 and shall be substantially similar to a case involving damage or destruction, as opposed to condemnation.
- (iv) All First Mortgagees shall be entitled to receive notice of any and all condemnation proceedings, and the Association shall give written notice thereof to all First Mortgagees promptly upon its receipt thereof from the condemning authority. First Mortgagees shall be entitled to priority for condemnation awards in accordance with the priorities established by the Governing Documents, as their interests may appear.

ARTICLE 13 - AMENDMENTS

This Declaration may be amended by the vote of Owners who own at least two-thirds (2/3) of the undivided interests in the Common Areas and Facilities, computed in accordance with the percentages as set forth in Exhibit B, in writing, or at a meeting of the Association duly held in accordance with the provisions of the By-Laws; provided, however, that (i) until (a) twelve (12) months from the date of the first conveyance of an Apartment to an Owner other than Declarant or (b) the earlier of the date upon which Declarant no longer owns any Apartments or three (3) years from the date of the first conveyance of an Apartment to an Owner other than Declarant, whichever, (a) or (b), is later, this Declaration may not be amended to change any right granted to Declarant by

set forth in ARTICLE 14, and to such greater requirements as may be imposed by the Act. An amendment shall be effective only when recorded in the office of the Register of Deeds for the County of Douglas, State of Nebraska.

ARTICLE 14 - RIGHTS OF FIRST MORTGAGEES

Notwithstanding anything to the contrary contained in the Governing Documents, but subject to such greater requirements as may be imposed by the Act and other applicable state and federal laws, First Mortgagees shall have the following rights and protections:

(A) Any amendment to this Declaration which either restricts the rights granted by this Declaration to any one or more First Mortgagees or which deals with the subject matter as hereinafter described shall, in addition to the required consent of the Owners as set forth in ARTICLE 13, also require the written consent of all of the First Mortgagees; to-wit:

- (1) Any amendment which, by act or omission, operates to abandon, waive or terminate the condominium property regime.
- (ii) Any amendment which changes the rights, interest or obligations of any individual Apartment for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the undivided interest of each Apartment in the Common Areas and Facilities.
- (iii) Any amendment which would permit the partition or subdivision of any Apartment.
- (iv) Any amendment which would have as its effect the giving of authority to the Association of the right to abandon, partition, subdivide, encumber, mortgage, sell or transfer the Property thereon; provided, however, that to the extent the Association is acting within the scope of the Governing Documents and the Act, the granting of easements for public utilities consistent with the intended use of the Property shall not be deemed a transfer within the meaning of the foregoing prohibition.
- (v) Any amendment which would authorize the use of hazard insurance proceeds for other than the reconstruction, replacement and repair of the Property as provided by the Act and by ARTICLE 12 hereof.
- (vi) Any amendment to ARTICLE 6.

(B) Any "right of first refusal" or other clause which may be contained in the governing Documents shall not impair the rights of a First Mortgagee to:

(i) foreclose or take title to an Apartment pursuant to the remedies provided in the mortgage, or (ii) accept a deed (or assignment in lieu of foreclosure) in the event of default by a mortgagor; provided, however, that the First Mortgagee so acquiring title to an Apartment must comply with all provisions of the Governing Documents prior to its sale, lease or other disposition of the Apartment to a third party.

(C) Any First Mortgagee or other purchaser at a foreclosure sale that obtains title to an Apartment pursuant to the remedies provided in the mortgage for foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, will not be liable for the unpaid assessments or any other charges or liens imposed against the Apartment by the Association which have accrued against such Apartment prior to the acquisition of title thereto by said First Mortgagee, except to the extent the unpaid assessments or charges or liens become thereafter a Common Expense of all Owners pursuant to ARTICLE 9(E).

(D) All taxes, assessments and charges which may become liens prior to the first mortgage under state law shall relate only to the individual Apartments and not to the Property as a whole.

(E) No provision of the Governing Documents shall give an owner, or any other party, priority over any rights of the First Mortgagee of the Apartment pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Apartment or the Common Areas and Facilities. The Association shall give written notice to all First Mortgagees of any condemnation or eminent domain proceeding affecting the Property promptly upon receipt of notice from the con-

of the Association at reasonable times and upon reasonable notice, and to receive, upon request, copies of the Association's annual reports and other financial statements within ninety (90) days after the end of the Association's fiscal year.

ARTICLE 15 - ENCROACHMENTS

If there is an encroachment of the Common Areas and Facilities upon an Apartment, an appurtenant easement for the encroachment and for the maintenance thereof, so long as the improvement involved remains, shall and does exist. If there is a minor encroachment of an Apartment upon the Common Areas and Facilities, or upon an adjoining Apartment or Apartments, an appurtenant easement for the encroachment and for the maintenance thereof, so long as the improvement involved remains, shall and does exist. Such encroachments and easements shall not affect the marketability of title.

ARTICLE 16 - SERVICE OF PROCESS

The person authorized to receive service of process in the cases provided for under the Act shall be such person as may be designated by the Board of Directors by written resolution. The office of the Association shall be located at 2824 North 66th Avenue, Omaha, Nebraska 68104.

ARTICLE 17 - COMPLIANCE AND DEFAULT

Each Owner and Occupant shall be governed by and shall comply with the provisions of the Act and the Governing Documents, and such amendments thereto as may be made from time to time. A failure to comply shall entitle the Association, or Owners in certain stated instances, to the following relief:

(A) An Owner or the Association may commence legal action to recover sums due, for damages, injunctive relief, foreclosure of lien or any combination thereof, or for any other relief authorized by the Governing Documents or available at law or in equity. Relief may be sought by the Association or if

withhold any assessments due and payable to the Association, or take or omit other action in violation of the Governing Documents, as a measure to enforce such Owner's or Occupant's position, or for any other reason.

(B) In addition to any other remedies or sanctions, express or implied, administrative or legal, the Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners and Occupants who violate or whose guests violate, the provisions of the Governing Documents or the Act:

- (i) Impose interest charges at the rate of 8% per annum for any delinquent assessment payments.
- (ii) Impose administrative charges (in addition to interest), in amounts up to \$10 for each delinquent assessment payment, to cover the costs of administration of delinquent accounts.
- (iii) In the event of default of more than 30 days in the payment of any assessment or installment thereof, all remaining installments of assessments assessed against the defaulting Owner or Occupant may be accelerated and shall then be payable in full, forthwith at the call of the Board of Directors. Five days' prior written notice of such acceleration shall be given to the defaulting Owner or Occupant.
- (iv) Impose reasonable monetary penalties for each violation of the Governing Documents other than delinquent assessment payments.
- (v) Suspend the rights of any Owner or Occupant and their guests to use any recreational facilities or Common Areas and Facilities, except Limited Common Areas appurtenant to their Apartment and those portions of the Common Areas and Facilities providing utilities service and ingress and egress to such Owner's or Occupant's Apartment. Such suspensions shall be limited to periods of default by such Owners and Occupants in their obligations under the Governing Documents, and for up to 30 days thereafter for each violation.
- (vi) Restore any portions of the Common Areas and Facilities which were damaged or altered, or suffered to be damaged or altered, by any Owner or Occupant in violation of the Governing Documents, and to assess the cost of such restoration against the Owner or Occupant who was the violator.
- (vii) Foreclose any lien arising under the provisions of the Governing Documents.

Any assessments, charges, penalties or interest imposed under this ARTICLE 17 shall be a lien against the Apartment of the Owner or Occupant against whom the same are imposed in the same manner as a lien for Common Expenses, and shall also be a personal obligation of such Owner or Occupant. The lien shall attach as of the date of imposition of the remedy, but shall not be final as to violations appealed under ARTICLE 17(C) until affirmed in writing following the hearing.

(C) In the case of imposition of any of the remedies authorized by ARTICLES 17(B)(iv), 17(B)(v) and 17(B)(vi), the Board of Directors shall cause to be mailed or delivered to the Owner or Occupant against whom the remedy is sought written notice specifying the general nature of the violation and the remedy to be imposed, which notice must be delivered at least 10 days prior to the effective date of such imposition. Said Owner or Occupant shall have the right, upon written request delivered to the Board of Directors within the foregoing 10 day period, to a hearing before the Board of Directors, or a committee of no fewer than three disinterested Owners appointed by the Board of Directors to hear such matters. The hearing shall be set by the Board of Directors at a reasonable time and place, with reasonable notice to the parties involved, but in no case later than 30 days after the request for a hearing. The Board of Directors shall establish, and make known to all parties involved, uniform and fair rules for the conduct of such hearings. If a hearing is requested, the remedy imposed shall not take effect until the hearing is completed or the matter is otherwise resolved by mutual agreement of the Board of Directors and all Owners or Occupants who requested the hearing, whichever event occurs first. The decision of the Board or the hearing committee, and the rules for the conduct of hearings established by the Board, shall be final and binding on all parties.

(D) In any legal or arbitration proceeding arising between the Association

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and an Owner or Occupant, or between Owners or Occupants, because of an alleged default or violation by an Owner or Occupant of the Governing Documents or the Act, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the court or arbitration board.

(E) All Owners and Occupants shall be liable for the expense of any maintenance, repair or replacement rendered necessary by their willful acts or negligence, or by the willful acts of negligence of their guests, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association or such Owner or Occupant. Such liability shall, however, include any increase in insurance rates occasioned by such use, misuse, occupancy or abandonment of the Common Areas and Facilities or of any Apartment or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

ARTICLE 18 - REAL ESTATE TAXES

The Act provides that each Apartment and its percentage of undivided interest in the Common Areas and Facilities is to be taxed as a separate parcel of real property by the State or its local taxing subdivision. In the event that such taxes for any year are not separately assessed and taxed to each Apartment, but are assessed and taxed on the Property as a whole, then each Owner shall pay a share thereof in accordance with his respective percentage of undivided interest in the Common Areas and Facilities.

ARTICLE 19 - MISCELLANEOUS

(A) If any term, covenant, provision or any portion of this instrument or any exhibit attached hereto is held to be invalid or unenforceable for any reason whatsoever, such determination shall not be deemed to alter or affect or





BOOK 1665 PAGE 479

instrument was signed on behalf of said corporation by authority of its Board of Directors and said Harold W. Kleinpaste and LeeRoy Peterson acknowledged said instrument to be the free and and deed of said corporation.

*Noel P. Dikkers*

Notary Public



NOEL P. DIKKERS

NOTARY PUBLIC - MINNESOTA

HENNEPIN COUNTY

My Commission Expires Mar. 22, 1985



BOOK 1665 PAGE 480

MASTER DEED AND DECLARATION  
OF  
MAPLE CREST CONDOMINIUM PROPERTY REGIME

EXHIBIT A

Legal Description of Parcel

Part of Lots 3 and 4, Block 2 and Lot 4, Block 3, Burnham Place, a platted Addition in Douglas County, Nebraska, and a part of vacated 67th Street, being more particularly described as follows:

Beginning at the Southeast corner of said Lot 4; thence Westerly along the Southerly line of Lots 3 and 4, Block 2 and Lot 4, Block 3 (A.K.A. the Northerly right-of-way line of Corby Street), a distance of 474.80 feet; thence Northerly parallel with the East line of said Lot 4, Block 3, a distance of 55.00 feet; thence Easterly parallel to the Southerly line of Lot 4, Block 3, a distance of 110.30 feet; thence Northerly parallel to the West line of said Lot 4, Block 2, a distance of 88.85 feet; thence Easterly parallel to the said Southerly line of Lots 3 and 4, Block 2, a distance of 364.33 feet to the East line of Lot 4, Block 2 (A.K.A. the Westerly right-of-way line of 66th Avenue); thence Southerly along said East line, a distance of 143.85 feet to the point of beginning.

BOOK 1665 PAGE 481

MASTER DEED AND DECLARATION  
OF  
MAPLE CREST CONDOMINIUM PROPERTY REGIME

EXHIBIT E

SCHEDULE OF APARTMENTS AND PERCENTAGE INTEREST  
IN COMMON AREAS AND FACILITIES

<u>Apt. No.</u>	<u>Type</u>	<u>Value</u>	<u>Percentage Interest</u>	<u>Approx. Sq. Ft.</u>	<u>Assigned Storage Rm. (sq.ft.)</u>
101	1 Br. w/ patio	\$43,600	2.0439	692	101 (19)
102	2 Br. w/ patio	56,900	2.6673	950	102 (19)
201	1 Br.	42,600	1.9970	692	201 (18)
202	2 Br. w/ patio	58,500	2.7424	950	202 (28)
203	1 Br.	42,600	1.9970	692	203 (18)
204	2 Br. w/ patio	56,900	2.6673	948	204 (24)
205	2 Br.	55,900	2.6205	950	205 (24)
206	2 Br. w/ patio	56,900	2.6673	948	206 (24)
207	1 Br.	42,600	1.9970	692	207 (18)
208	2 Br. w/ patio	56,900	2.6673	948	208 (24)
209	1 Br.	42,600	1.9970	692	209 (18)
210	1 Br. w/ patio	43,600	2.0439	692	210 (18)
211	1 Br.	42,600	1.9970	692	211 (18)
212	1 Br. w/ patio	43,600	2.0439	692	212 (18)
214	1 Br. w/ patio	43,600	2.0439	692	214 (18)

## BOOK 1665 PAGE 482

<u>Apt. No.</u>	<u>Type</u>	<u>Value</u>	<u>Percentage Interest</u>	<u>Approx. Sq. Ft.</u>	<u>Assigned Storage Rm. (sq.ft.)</u>
215	1 Br.	42,600	1.9970	692	215 (18)
216	2 Br. w/ patio	56,900	2.6673	948	216 (24)
217	2 Br.	55,900	2.6205	948	217 (24)
218	1 Br. w/ patio	43,600	2.0439	692	218 (18)
219	1 Br.	42,600	1.9970	692	219 (18)
220	1 Br. w/ patio	43,600	2.0439	692	220 (18)
221	2 Br.	58,500	2.7424	1060	221 (28)
222	1 Br.	42,600	1.9970	692	222 (18)
301	2 Br.	54,900	2.5734	854	301 (19)
302	2 Br.	57,500	2.6955	950	302 (28)
303	1 Br.	42,600	1.9970	692	303 (18)
304	2 Br.	55,900	2.6205	948	304 (24)
305	2 Br.	55,900	2.6205	950	305 (24)
306	2 Br.	55,900	2.6205	948	306 (19)
307	1 Br.	42,600	1.9970	692	307 (18)
308	2 Br.	55,900	2.6205	948	308 (19)
309	1 Br.	42,600	1.9970	691	309 (18)
310	1 Br.	42,600	1.9970	692	310 (19)
311	1 Br.	42,600	1.9970	692	311 (19)
312	1 Br.	42,600	1.9970	692	312 (19)
314	1 Br.	42,600	1.9970	692	314 (19)
315	1 Br.	42,600	1.9970	692	315 (19)
316	2 Br.	55,900	2.6205	948	316 (19)
317	2 Br.	55,900	2.6205	948	317 (19)

<u>Apt. No.</u>	<u>Type</u>	<u>Value</u>	<u>Percentage Interest</u>	<u>Approx. Sq. Ft.</u>	<u>Assigned Storage Rm.(sq.ft.)</u>
319	1 Br.	42,600	1.9970	692	319 (19)
320	1 Br.	42,600	1.9970	692	320 (19)
321	2 Br.	58,500	2.7424	1060	321 (28)
322	1 Br.	42,600	1.9970	692	322 (19)
<b>TOTALS</b>		<u>\$2,133,200</u>	<u>100.0000</u>		

ARTICLES OF INCORPORATION

OF

MAPLE CREST CONDOMINIUM OWNERS'  
ASSOCIATION, INC.

THE UNDERSIGNED, being natural persons of legal age, for the purpose of forming a corporation under and pursuant to the provisions of the Nebraska Nonprofit Corporation Act, Section 21-1901 et seq., Nebraska Revised Statutes, do hereby associate as a body corporate and do hereby adopt the following Articles of Incorporation:

ARTICLE I.

NAME

The name of the corporation shall be: Maple Crest Condominium Owners' Association, Inc.

ARTICLE II.

REGISTERED OFFICE

The location and post office address of the registered office of the corporation in the State of Nebraska shall be 2824 North 66th Avenue, Omaha, Nebraska 68104.

ARTICLE III.

PURPOSES AND POWERS

The purposes for which the Corporation is formed, and its powers, are as follows:

- A. To act as the Association which is referred to in the Master Deed and Declaration of Maple Crest Condominium Property Regime (the "Declaration") filed or to be filed pursuant to the Nebraska Condominium Property Act in the office of the Register of Deeds, Douglas County, Omaha, Nebraska, which Association will provide for the operation and management of Maple Crest Condominium Property Regime and for the health, safety and welfare of the individual Owners thereof; and
- B. To act as a "condominium management association" within the meaning of Section 528 of the Internal Revenue Code of 1954, as amended from time to time; and
- C. To do any other lawful acts or things reasonably necessary or desirable in carrying out the Corporation's purposes; and for protecting the lawful rights and interests of its Members in connection therewith.

ARTICLE IV.

DURATION

The time for the commencement of this corporation shall be the date on which the Certificate of Incorporation is issued by the office of the Secretary of State of Nebraska, and its duration shall be perpetual.

ARTICLE V.

NO PECUNIARY GAIN

This Corporation shall not afford pecuniary gain, incidentally or otherwise, to its Members.

ARTICLE VI.

DIRECTORS

The business of this Corporation shall be managed by the Board of Directors consisting of five Persons; provided, however, that the first Board of Directors may consist of as few as three Persons. The names, post office addresses, and terms of offices of the First Directors are as follows:

<u>Name</u>	<u>Post Office Address</u>	<u>Term of Office</u>
Harold W. Kleinpaste	7928 Eden Road Eden Prairie, MN 55344	Until First Annual Meeting of Members
Jack D. Higgins	7928 Eden Road Eden Prairie, MN 55344	Until First Annual Meeting of Members
Richard A. Peterson	2824 North 66th Ave. Omaha, Nebraska 68104	Until First Annual Meeting of Members

ARTICLE VII.

INCORPORATORS

The names and post office addresses of each of the incorporators are as follows:

<u>Name</u>	<u>Post Office Address</u>
Harold W. Kleinpaste	7928 Eden Road Eden Prairie, MN 55344
Jack D. Higgins	7928 Eden Road Eden Prairie, MN 55344
Pamela Bahr	108 Parkdale 1 5401 Gamble Drive



ARTICLE VIII.

LIABILITY

The members of this Corporation shall not be subject to any personal liability for corporate obligations.

ARTICLE IX.

CAPITAL STOCK

This Corporation shall have no capital stock. Cumulative voting by the Members shall not be permitted for the purpose of electing directors or for any other purpose.

ARTICLE X.

MEMBERS

The Members of this Corporation shall be those persons described as Members in the By-Laws of the Corporation.

ARTICLE XI.

ADOPTION OF BY-LAWS

The first Board of Directors shall, upon the first meeting thereof, adopt By-Laws for the regulation of the business of the Corporation.

ARTICLE XII.

MEETINGS

The Corporation shall hold meetings of its Members, at such time and in such manner as shall be specified in the By-Laws.

ARTICLE XIII.

AMENDMENTS

Amendment of these Articles shall require the prior approval of Members who own at least two-thirds (2/3) of the undivided interest in the Common Areas and Facilities, in writing or at a meeting duly held for such purposes; provided, however, that (i) any amendment which affects the rights of First Mortgagees as set forth in Article 14 of the Declaration shall also require the prior written approval of two-thirds (2/3) of said First Mortgagees (based upon one vote for each mortgage owned) and (ii) if any proposed amendment would alter the vote required to authorize a particular type of corporate action under applicable provisions of law or under its existing Articles or By-laws, such

ARTICLE XIV.

DISSOLUTION

The Corporation may be dissolved according to the provisions therefore in Nebraska Revised Statutes Section 21-1901, et seq. Upon dissolution of the Corporation, after payment of all of the debts and obligations of the Corporation, all remaining corporate assets shall be distributed to each Member of the Corporation in proportion to that Member's undivided interest in the Common Areas and Facilities as provided in Exhibit A to the Declaration.

IN WITNESS WHEREOF, we have hereunto set our hands this

12<sup>th</sup> day of FEBRUARY, 1981.

Harold W. Kleinpaste  
Harold W. Kleinpaste

Jack D. Higgins  
Jack D. Higgins

Pamela T. Bahr  
Pamela T. Bahr

STATE OF MINNESOTA )  
                                  ) SS.  
COUNTY OF HENNEPIN )

On this 12<sup>th</sup> day of FEBRUARY, 1981, before me, a notary public within and for said county personally appeared Harold W. Kleinpaste and Jack D. Higgins, to me known to be the persons named as incorporators and who executed the foregoing Articles of Incorporation, and acknowledged that they executed the same as their free act and deed for the uses and purposes therein expressed.

Noel P. Decker  
Notary Public

NOEL P. DECKER  
NOTARY PUBLIC-MINNESOTA  
HENNEPIN COUNTY  
My Commission Expires Mar. 22, 1985

STATE OF MINNESOTA )  
                                  ) SS.  
COUNTY OF Hennepin )

On this 12<sup>th</sup> day of February, 1981, before me, a notary public within and for said county personally appeared Pamela T. Bahr, to me known to be the person named as incorporator and who executed the foregoing Articles of Incorporation, and she acknowledged that she executed the same as her free act and deed for the uses and purposes therein expressed.

BOOK 1665 PAGE 488

BY-LAWS  
OF  
MAPLE CREST CONDOMINIUM OWNERS'  
ASSOCIATION, INC.

EXHIBIT D

BY-LAWS

TABLE OF CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	DEFINITIONS	1
2	REGISTERED OFFICE	1
3	MEMBERSHIP	1
4	MEETINGS OF MEMBERS	2
5	VOTING	5
6	REPORTS	6
7	BOARD OF DIRECTORS	7
8	OFFICERS	11
9	OPERATION OF THE PROPERTY	13
10	AMENDMENT TO BY-LAWS	16
11	INDEMNIFICATION OF OFFICERS AND DIRECTORS	16
12	MISCELLANEOUS	17

OF  
MAPLE CREST CONDOMINIUM OWNERS'  
ASSOCIATION, INC.  
( A Nebraska Nonprofit Corporation)

The following are the By-Laws of Maple Crest Condominium Owners' Association, Inc., a Nebraska nonprofit corporation (hereinafter "Association"), and are subject to and made a part of the Master Deed and Declaration (hereinafter "Declaration") which subjects the property identified as Maple Crest Condominium Property Regime to the Nebraska Condominium Property Act, Nebraska Revised Statutes, Sections 76-801 to 76-823 (hereinafter "Act").

SECTION 1 - DEFINITIONS

The terms used in these By-Laws shall have the meaning as they have in the Declaration, except as otherwise specified herein.

SECTION 2 - REGISTERED OFFICE

The registered office of the Association shall be located at 2824 North 66th Avenue, Omaha, Nebraska 68104.

SECTION 3 - MEMBERSHIP

(A) Members Defined. As specified in the Declaration, the Person or Persons defined as Owner, whose estates or interests in an Apartment individually or collectively aggregate a fee simple absolute ownership, including without limitation contract for deed vendees, shall, by virtue of such interest or estate, be "Members" of the Association. When one or more Persons own such an interest or estate in an Apartment, all such Persons shall be Members. No Person shall be a Member solely by virtue of holding a security interest, such as a mortgage, in an Apartment. A Person shall cease to be a Member at such time as that Person has transferred such interest or estate.

(B) Registration of Owner and Occupant. It shall be the duty of each

therein, to register with the Secretary of the Association in writing (i) the name and address of such Owner or Occupant, (ii) the nature of such Owner's or Occupant's interest or estate in an Apartment, (iii) the address at which such Owner or Occupant desires to receive notice, if entitled to such notice, of any duly called meeting of the Members, (iv) the name and address of the First Mortgagee, if any, of the Apartment; and (v) the names of the Owners or Occupants, if there is more than one Owner or Occupant to such Apartment. If an Owner or Occupant does not register as provided in this paragraph, the Association shall be under no duty to recognize the rights of such Person hereunder, and shall not recognize such Person's right to vote as provided herein, but such failure to register shall not relieve an Owner or Occupant of any obligation, covenant or restriction under the Declaration or these By-Laws. If there is more than one Owner of an Apartment, each must execute the registration as provided in this paragraph.

(C) Restriction on Transfer. The interests, rights and obligations of a Member in the Association may not be assigned, pledged, encumbered or transferred in any manner, except as an appurtenance to such Member's Apartment.

#### SECTION 4 - MEETINGS OF MEMBERS

(A) Place. All meetings of the Members of the Association shall be held at the office of the Association or at such other place in Douglas County, Nebraska, as may be designated by the Board of Directors in any notice of a meeting of the Members.

(B) Annual Meetings. The first annual meeting of the Members shall be held on a date set by the Board of Directors, which date shall be within sixty (60) days following the earlier of (i) the date on which seventy-five percent (75%) or more of the undivided interests in the Common Areas and Facilities are owned by Owners other than Declarant, or (ii) three (3) years from the date of the first conveyance of an Apartment to an Owner other than Declarant. Thereafter,

regular annual meetings of the Members shall be held in the same calendar month in each succeeding fiscal year unless the Members at any annual or special meeting or the Board of Directors designate a different date for annual meetings. At each annual meeting of the Members, the Persons who are to constitute the Board of Directors shall be elected. Any other matter which is properly brought before any annual meeting of the Members, and is a proper subject for discussion or decision by the Members, may be passed upon at the meeting.

(C) Special Meetings. Special meetings of the Members may be called by the President. Special meetings of the Members must be called and scheduled by the President or Secretary within forty-five (45) days of the written request of a majority of the Members of the Board of Directors or of Members who own at least twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities. The request shall state the purpose or purposes of the meeting requested, and the business transacted at a special meeting shall be confined to the purposes stated in the notice thereof.

(D) Notice of Meetings. At least twenty-one (21), but no more than thirty (30), days in advance of any annual or regularly scheduled meeting of the Members, and at least seven (7) days in advance of any special meeting of the Members, the Secretary shall send to each Owner of record notice of the time, place and complete agenda of the meeting, by United States mail, at the Owner's Apartment address or at such other address as any Owner may have designated in writing to the Secretary. Owners of record shall be those Owners who are registered with the Secretary as provided in Section 3(B) on a date specified by the Board of Directors (hereinafter "Record Date"). Such Owners of record shall be entitled to notice of any duly called meeting of the Members provided that the Board of Directors may not specify a Record Date which is more than thirty-five (35) days prior to the date of an annual meeting or more than twenty (20)

request, be entitled to notice of all meetings of the Members and to designate a representative who will be entitled to attend such meetings.

(E) Quorum. The presence of Members, in person or by proxy, who have the authority to cast a majority of the total votes of all Members of the Association entitled to vote shall be necessary to constitute a quorum at all meetings of the Members for the transaction of any business, except that of adjourning the meeting to reconvene at a subsequent time. In the event a quorum shall not be present at any meeting of the Members, the meeting may be adjourned from time to time, without notice other than announcement at the meeting of adjournment, until a quorum shall be present, at which time any business may be transacted which might have been transacted at the meeting as initially called had a quorum then been present. The quorum, having once been established at a meeting, shall continue to exist for that meeting, notwithstanding the departure of any Member previously in attendance in person or proxy. The Association may not be counted in determining a quorum as to any Apartment of which the Association is an Owner.

(F) Voting Register. At the beginning of each meeting of the Members, the Secretary shall present to the meeting a written list of the Apartment members, the respective name or names of the Owners, and of the Occupants entitled to notice of such meeting, the number of votes attributable to each Apartment, and the respective name of the Person, in the case of multiple Owners or Occupants, authorized to vote.

(G) Order of Business. The order of business at annual meetings of the Members, and at other meetings of the Members, where applicable, shall be as follows:

a. Designation of President as chairman of the meeting.

b. Proof of notice.



- d. Reading of minutes of the preceding meeting of the Members.
- e. Reports of officers.
- f. Reports of committees.
- g. Appointment by the Chairman of inspectors of election as determined by the Chairman or when requested by a member of the Board of Directors.
- h. Election of members of the Board of Directors.
- i. Unfinished business.
- j. New business.
- k. Adjournment.

SECTION 5 - VOTING

(A) Entitlement. Each Apartment shall be assigned a vote equal to the percentage of interest in the Common Areas and Facilities which is appurtenant to such apartment as set forth in the Declaration. No vote shall inure to any Apartment during any time when the Association is an Owner thereof.

(B) Authority to Cast Vote. At any meeting of the Members, a Member, or another Person who has been granted a proxy as provided in SECTION 5(C) and is included on the Voting Register presented by the Secretary in accordance with SECTION 4(F), shall be entitled to cast the vote which is attributable to the Apartment or Apartments of which the Member is an Owner. If there is more than one Owner or Occupant entitled to vote with respect to an Apartment, that vote may be cast by any such Owner or Occupant; provided, however, that if more than one vote is cast on any matter with respect to an Apartment, only the vote cast by the Owner or Occupant authorized to cast such vote as registered with the Secretary of the Association may be counted.

(C) Voting by Proxy. A Member may cast the vote to which the Member is entitled and be counted as present at any meeting of the Members by written proxy naming another Person or Persons entitled to act on that Member's behalf and delivered to the Secretary before the commencement of any such meeting. An

Occupant who has been granted a proxy and has registered with the Secretary of the Association as provided in SECTION 3(B), shall be entitled to notice of any meeting of the Members as provided in SECTION 4(D) of these By-Laws which is to be held during the effective time of such proxy. All proxies granted by a Member shall be revocable by that Member by written notice or by personally attending and voting at a meeting of the Members, and shall in any case be invalid after one (1) year from the date thereof.

(D) Vote Required. The concurring vote of Members who are entitled to cast a majority of the votes represented by all Members present, in person or by proxy, at any meeting of the Members, shall decide all matters properly brought before such meeting, except where a different vote is specifically called for in the Governing Documents or the Act.

SECTION 6 - REPORTS

The Treasurer shall be required to prepare an annual report on behalf of the Association to be provided to each Owner prior to each annual meeting of the Members. The report shall contain at a minimum the following:

- a. A statement of any capital expenditures in excess of two percent (2%) of the current budget or Five Thousand (\$5,000.00) Dollars, whichever is greater, anticipated by the Association during the current year and succeeding two (2) fiscal years.
- b. A statement of the status and amount of any reserve for replacement fund and any portion of the fund designated for any specified project by the Board of Directors.
- c. A copy of the statement of financial condition for the Association for the last fiscal year.
- d. A statement of the status of any pending suits or judgments in which the Association is a party.
- e. A statement of the insurance coverage provided by the Association.
- f. A statement of any unpaid assessments on individual Apartments, identifying each Apartment number and the amount of the unpaid assessment.

A copy of the foregoing report shall be delivered or sent by United States mail to all Owners entitled to notice of an annual meeting of the Members at the

address of their respective Apartments, or such other address designated in writing to the Association by an Owner, at least seven (7) days in advance of any annual meeting of the Members and shall be made available to all Members at such annual meeting.

SECTION 7 - BOARD OF DIRECTORS

(A) Number and Qualification. The first Board of Directors shall consist of the Persons designated as directors in the Articles of Incorporation of the Association. Upon the ending of the terms of the first Board of Directors, the Board of Directors shall be composed of five (5) Directors, four (4) of whom shall be Members or spouses of Members; in the case of ownership by a partnership, shall be partners or employees of such partnership; or, in the case of ownership by a fiduciary, shall be officers or employees of such fiduciary. The fifth Director shall be an officer or employee of Declarant, shall be appointed and removed only by Declarant, and shall have an unlimited term of office.

(B) Term of Office. Notwithstanding the right to remove a director under SECTION 7(I), the terms of the members of the first Board of Directors shall run until the first annual meeting of the Members which shall not be held more than sixty (60) days following the earlier of (i) the date on which seventy-five percent (75%) or more of the undivided interests in the Common Areas and Facilities are owned by Owners other than Declarant, or (ii) three (3) years from the date of the first conveyance of an Apartment to an Owner other than Declarant. After the expiration of the term of the members of the first Board of Directors, the term of each member, except the member appointed by Declarant, shall expire upon the election of a successor at a subsequent annual meeting of the Members or until the director has been removed in accordance with the provisions of these By-Laws. At the first annual meeting of Members, the Members shall elect one director for a term of

of three years, and at each annual meeting thereafter the Members shall elect successor directors for terms of three years. A director elected to fill a vacancy or the position of a removed director shall serve out the vacated term. There shall be no cumulative voting by Members for the election of directors or for any other purpose.

(C) Nominations. Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a Chairperson who shall be a member of the Board of Directors, and two or more other Members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be for the four (4) elected director positions only and shall be made from among Members.

(D) Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may exercise for the Association all powers, duties and authority vested in or delegated to the Association, and not expressly prohibited or reserved to the Members, by law or by the Governing Documents. Such powers and duties of the Board of Directors shall include, without limitation, the following:

- i. Manage, operate, maintain, repair and replace the Common Areas and Facilities, and enter into such contracts on behalf of the Association, subject to SECTION 7(D)(iv) hereunder, as it deems necessary to accomplish such objectives.
- ii. Determine what shall constitute Common Expenses required for the affairs of the Association, which shall include all ordinary and necessary operating expenses for the operation and maintenance of the Property, and the establishment of reserves for future repair,

- iii. Levy and collect annual and special assessments for Common Expenses from the Owners.
- iv. Enter into contracts necessary for the professional administration of the Association and the maintenance and operation of the Common Areas and Facilities, on such terms and for such compensation as may be determined by the Board of Directors; provided, however, that (a) any contracts entered into for such purposes shall provide for termination by either party, with cause upon thirty (30) days written notice, without cause and without payment of a termination fee upon ninety (90) days prior written notice, and for a maximum contract term of one (1) year, and (b) any decision by the Association to terminate professional management of the Property by Declarant shall require the written consent of the Owners of one hundred percent (100%) of the undivided interests in the Common Areas and Facilities and all First Mortgagees.
- v. Adopt and implement Rules and Regulations governing the operation and the permitted uses of the Property, and the personal conduct of Owners and Occupant, and their entrants.
- vi. Prepare and submit to the Members an annual report required by SECTION 6.
- vii. Maintain bank accounts on behalf of the Association and designate the signatories required therefor.
- viii. Obtain insurance for the Property pursuant to the provisions of the Act, the Declaration and these By-Laws.
- ix. Make repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the Declaration and these By-Laws after damage or destruction by fire or other casualty, or as a result of condemnation.
- x. Commence, defend and intervene in legal actions for collection of Assessments for Common Expenses and for any other purposes in connection with the operation and administration of the affairs of the Association.
- xi. Borrow money and otherwise arrange financing to implement the powers and duties enumerated herein.

(E) Meetings and Notice. An annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Members. Regular

meetings of the Board of Directors shall be held at such times and places within the State of Nebraska as may be fixed from time to time by a majority of the Members of the Board of Directors. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by the Secretary within ten (10) days following the written request of any two (2) directors. Notice of any special meeting must be given to each director not less than four (4) days in advance thereof. Notice to a director will be deemed to be given when deposited in the United States mail, postage prepaid to the Apartment or other designated address of such director or when personally delivered by the Secretary. A director may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of necessary notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by that director of the time and place thereof. If all the directors are present at and take part in any meeting of the Board of Directors, no notice shall be required, and any business may be transacted at such meeting.

(F) Quorum. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting thereof. A majority vote of the directors present at any meeting at which a quorum is present shall be sufficient to adopt any action.

(G) Action Taken Without a Meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which it could take at a meeting when authorized in a writing signed by all the directors.

(H) Vacancies. Vacancies in the Board of Directors shall be filled by a Person elected by a majority vote of the remaining directors, which Person shall serve out the term vacated.

(I) Removal. Any director, except the director appointed by Declarant, may

the Owners of a majority of the undivided interests in the Common Areas and Facilities, as established in the Declaration, at any annual or special meeting of the Members; provided, however, that the notice of the meeting at which removal is to be considered states such purpose, and that a new director is elected at such meeting by the Members to fill each vacant position.

(J) Compensation. No director shall receive compensation for any service he may render in his capacity as a member of the Board of Directors unless such compensation is approved at a meeting of the Members. However, any director may be reimbursed, by resolution of the Board of Directors, for his actual expenses incurred in the performance of his duties as a director.

(K) Bonds and Insurance. Fidelity bonds or insurance, officers' and directors' liability insurance and other insurance relating to the operation and management of the Property shall be obtained and maintained by the Board of Directors in accordance with the provisions of the Declaration.

SECTION 8 - OFFICERS

(A) Principal Officers. The principal officers of the Association shall be a President, Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may from time to time elect such other officers and designate their duties as in their judgment may be necessary to manage the affairs of the Association. No Person may hold more than one office, except the offices of Secretary and Treasurer.

(B) Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at its annual meeting and shall hold office at the pleasure of the Board.

(C) Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed with or without cause, and his successor elected, at any regular meeting of the Board of Directors, at any special meeting of the Board of Directors called for that purpose, or by a una-

nimous action in writing pursuant to SECTION 7(G).

(D) President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including without limitation the duty to supervise all other officers, to preside at all Member and Board meetings, and to execute all contracts and similar obligations on behalf of the Association. The President shall have such other duties as may from time to time be prescribed by the Board of Directors.

(E) Vice President. The Vice President shall take the place of the President and perform the duties of the office whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be prescribed by the Board of Directors.

(F) Secretary. The Secretary shall record the minutes of all meetings of the Board of Directors and the Members. The Secretary shall keep and have charge of the books and records of the Board and the Association and shall give all notices required by the Governing Documents and the Act.

(G) Treasurer. The Treasurer shall have custody of all intangible property of the Association, including without limitation, funds, securities and evidences of indebtedness and shall give bond in such sum and with such sureties as the Board of Directors may require. The Treasurer shall keep the assessment rolls and accounts of the Owners. The Treasurer shall keep the books of the Association in accordance with good accounting practices and shall submit them to the Board of Directors for its examination upon request. The Treasurer shall deposit all monies and other valuable effects in the name of or to the credit of the Association in such depositories as may be designated by the Board of Directors, shall disburse the funds of the Association as ordered by the Board of Directors, and shall perform all other duties incident to the office of



Treasurer. The Board of Directors may designate some or all of the foregoing functions to be undertaken by a managing agent. The Treasurer shall prepare and distribute an annual report as required by SECTION 6 of these By-Laws.

(H) Compensation. Except as authorized by the Board of Directors, officers of the Association shall receive no compensation for their services in such capacity; provided, however, a Board member, officer, or other Owner or Occupant may be retained by the Association and fairly compensated for services performed or materials supplied to the Association in an individual capacity. The officers of the Association may be reimbursed, by resolution of the Board of Directors, for out-of-pocket expenses incurred in the performance of their duties.

SECTION 9 - OPERATION OF THE PROPERTY

(A) Common Expenses. Common Expenses shall mean and include all expenses approved or incurred by the Board of Directors or by officers of the Association in the performance of their duties pursuant to authority granted by the Governing Documents and by law, and those items identified as Common Expenses in the Governing Documents and the Act.

(B) Budget; Levy. The Board of Directors shall from time to time, and at least annually, prepare a budget of Common Expenses for the Association and allocate, assess and levy such Common Expenses among the Owners according to their respective undivided interest in the Common Areas and Facilities. The levy shall be deemed to occur upon the date of the resolution which sets forth the Common Expenses and the allocation to the Owners. The Common Expenses shall include those Common Expenses set forth in the Declaration and these By-Laws and may include such other amounts as the Board of Directors may deem proper for the operation and maintenance of the Property and as permitted by Section 76-802(13)

those Common Areas and Facilities that must be replaced on a periodic basis, and shall, when practicable, be payable in regular installments. The Board of Directors shall fix the amount of the annual assessment against each Apartment and shall advise each Member in writing as to the amount of the assessment payable with respect to the Apartment owned by them at least thirty (30) days prior to the first day of the year for which the assessment is made. In addition, the Association shall, upon request by the Member, furnish copies of each budget on which such Common Expenses and the assessment are based to such Member and to his First Mortgagee. In the event an annual assessment proves to be insufficient, the budget and assessments therefor may be amended, or a special assessment levied, at any time by the Board of Directors.

(C) Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed and levied by the Board of Directors pursuant to SECTION 9(B). Such assessment shall, unless otherwise determined by the Board of Directors, be due in monthly installments in advance on the first day of each month of the period or the year for which the assessments are made, or when designated by the Board of Directors in the case of a special assessment.

(D) Default in Payment of Common Expenses. In the event any Owner does not make payment on or before the date when any assessment or installment thereof is due, such Owner shall be obligated to pay, at the discretion of the Board of Directors, an administrative late fee of up to \$10.00 for each such unpaid assessment or installment thereof, and interest at the rate of eight percent (8%) per annum on such assessment or installment thereof from the date due, together with all expenses, including without limitation, reasonable attorneys' fees, incurred by the Board in any proceeding brought to collect any such unpaid assessment. In the event of a default of more than thirty (30) days in payment

and thereupon the entire unpaid balance of the assessment with all accrued interest shall become due and payable upon the date stated in the notice. The Board of Directors shall have the right and duty to attempt to recover all assessments for Common Expenses, together with interest and the expenses of the proceeding, including without limitation, reasonable attorneys' fees, in any action to recover the same brought against an Owner or by foreclosure of the lien on an Apartment. Upon written request of a First Mortgagee, notice of a default of more than thirty (30) days in payment of any assessment or installment of an assessment for Common Expenses or any other default in the performance of obligations by any Owner shall be given in writing to the First Mortgagee by the Secretary of the Association. In addition to any other remedies, the use of recreational facilities by any Owner or Occupant of an Apartment, or any guest thereof, may be suspended by action of the Board of Directors during the period when any assessments are past due and payable with respect to such Apartment, and for up to an additional 30 days for each such infraction.

(E) Foreclosure of Liens for Unpaid Assessments. In any action brought by the Association to foreclose a lien on an Apartment because of any unpaid assessments or installments of assessments, the Owner or Occupant shall be required, at the discretion of the Board of Directors, to pay a reasonable rental for the use of the Apartment and the Association shall be entitled to the appointment of a receiver to collect the same.

(F) Records. The Board of Directors shall cause to be kept at the registered office of the Association, and at such other place as the Board of Directors may determine, records of the actions of the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the Members of the Association, names of the Owners and First Mortgagees, and

expenditures affecting the Common Areas and Facilities. Such records of receipts and expenditures and the vouchers authorizing payments shall be available for examination by the Owners or First Mortgagees during reasonable hours on weekdays. Separate accounts shall be maintained for each Apartment setting forth the amount of the assessments against the Apartment, the date when due, amount paid thereon and the balance remaining unpaid.

(G) Enforcement of Obligations. All Owners, Occupants and their entrants are obligated and bound to observe the applicable provisions of these By-Laws and the other Governing Documents. The Association may impose any or all of the charges, sanctions and remedies contained in the Governing Documents to enforce and implement its rights and to otherwise enable it to manage and operate the Property.

SECTION 10 - AMENDMENT TO BY-LAWS

(A) These By-Laws may be amended under the following conditions:

- (a) The amendment must be set forth in an amendment to the Declaration, and such amendment must be duly recorded as required by Section 76-815 of the Act; and
- (b) Except for the amendment of SECTIONS 7(A) and 7(D)(iv)(b) which shall require the approval of the Owners of one hundred percent (100%) of the undivided interest in the Common Areas and Facilities, the amendment must be approved by Members who own at least two-thirds (2/3) of the undivided interests in the Common Areas and Facilities, in writing or by a vote taken at a duly held meeting of the Members. In any case, the ability of the Members to amend these By-Laws is subject to the rights of First Mortgagees under Article 14 of the Declaration and to the rights of Declarant under Articles 6 and 13 of the Declaration.

SECTION 11 - INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall, to the extent such liability is not covered by insurance, indemnify every director and officer, his heirs, executors and administrators, against all loss, cost and expense, including without limitation, attorneys' fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his

ters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by legal counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such director or officer may be entitled. All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason of, arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as a Common Expense; provided, however, that nothing in this SECTION shall be deemed to obligate the Association to indemnify any Member who is or has been a director or officer of the Association with respect to any duties or obligations assumed or damage or liabilities incurred by him solely in his capacity as an Owner.

SECTION 12 - MISCELLANEOUS

(A) Notices. Unless specifically provided otherwise in the Governing Documents or the Act, all notices required hereunder to be given to the Association or the Board of Directors shall be sent by certified mail to the Board of Directors at the office of the Association or to such other address as the Board of Directors may hereafter designate from time to time by written notice given in the manner herein prescribed; all notices to any Member, Owner or Occupant entitled to any notice shall be sent by prepaid United States mail to his Apartment address or to such other address as may be designated by him in writing from time to time to the Association; and all notices to First

All notices shall be deemed to have been given when deposited in the United States mail, postage prepaid, except notices of change of address which shall be deemed to have been given when received.

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

(C) Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way limit or proscribe the scope of these By-Laws or the intent of any provision hereof.

(D) Conflicts in Documents. In the event of any conflict among the provisions of the Act, the Declaration, the Articles of Incorporation, the By-Laws or any rules and regulations approved by the Association, the Act shall control. As among the Declaration, Articles of Incorporation, By-Laws and rules and regulations, the Declaration shall control, and as among the Articles of Incorporation, By-Laws and rules and regulations, the Articles of Incorporation shall control. As between the By-Laws and the rules and regulations, the By-Laws shall control.

(E) Waiver. No restriction, 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 the same, irrespective of the number of violations or breaches thereof which may occur.

(F) No Corporate Seal. The Association shall have no corporate seal.

(G) Fiscal Year. The fiscal year of the Association shall be as determined by the Board of Directors.

The undersigned hereby certifies that the foregoing By-Laws were adopted as the By-Laws of Maple Crest Condominium Owners' Association, Inc., a nonprofit

BOOK 1665 PAGE 508

Directors at the first meeting thereof, effective April 1, 1981.

*Jack D. Higgins*

Jack D. Higgins, Secretary

WILSON MOUNTAINS BRIDGE INC.

Architectural

HOMES OF THE MID

# MAPLECREST CONDOMINIUMS

66TH & CORBY OMAHA, NEBRASKA

BOOK 1665 PAGE 503

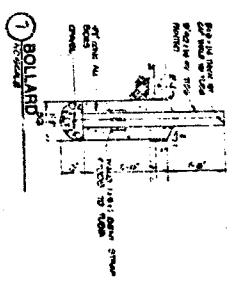
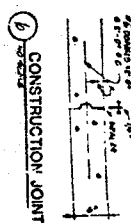
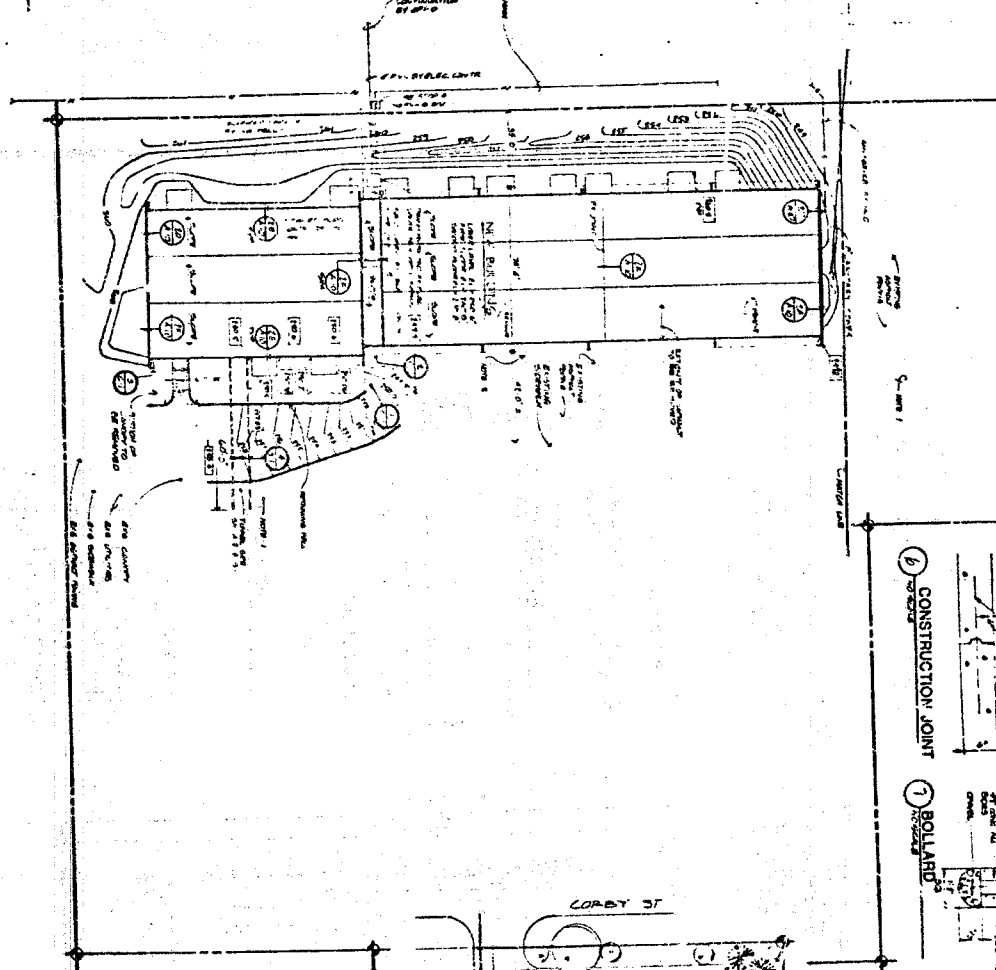
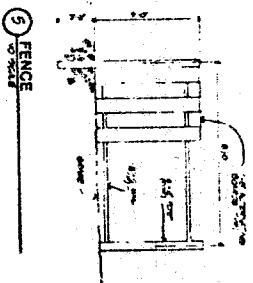
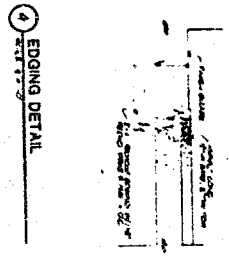
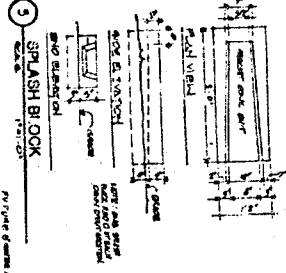
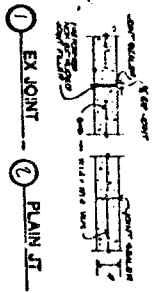
<b>ARCHITECTURAL</b>		<b>STRUCTURAL</b>		<b>MECHANICAL</b>		<b>ELECTRICAL</b>	
A 0	ABBREVIATIONS	S 1	FOOTING, FOUNDATION PLAN & DETAILS	M 1	LOWER LEVEL FLOOR PLAN - PLUMBING	E 1	LOWER LEVEL ELECTRICAL
C 1	SITE PLAN & ROOF PLAN	S 2	FIRST FLOOR FRAMING PLAN & DETAILS	M 2	FIRST FLOOR PLAN - PLUMBING	E 2	FIRST FLOOR ELECTRICAL
A 1	ELEVATIONS	S 3	SECOND FLOOR FRAMING PLAN & DETAILS	M 3	SECOND FLOOR PLAN - PLUMBING	E 3	SECOND FLOOR ELECTRICAL
A 2	LOWER LEVEL FLOOR PLAN & ROOM FINISH SCHEDULE	S 4	ROOF FRAMING PLAN & DETAILS	M 4	LOWER LEVEL FLOOR PLAN - HVAC		
A 3	FIRST FLOOR PLAN & ROOM FINISH SCHEDULE			M 5	FIRST FLOOR PLAN - HVAC		
A 4	SECOND FLOOR PLAN & ROOM FINISH SCHEDULE			M 6	SECOND FLOOR PLAN - HVAC		
A 5	ENLARGED FLOOR PLANS			M 7	ROOF PLAN - HVAC		
A 6	WALL SECTIONS, ELEVATOR PLANS & SECTIONS						
A 7	STAIR PLANS SECTIONS & DETAILS						
A 8	DOOR SCHEDULE, DETAILS & WINDOW DETAILS						
A 9	CASEWORK						
A 10	BUILDING DETAILS						



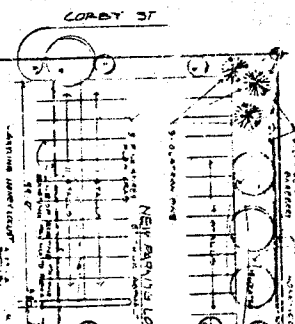
AMERICAN BAPTIST HOMES OF THE MIDWEST

WALSLEY CONDOMINIUMS SUBDIVISION ENGINEERING ARCHITECTURE





LANDSCAPING PLAN



NO.	DESCRIPTION	QUANTITY	UNIT
1	...	...	...
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SITE

SITE PLAN

NO.	DESCRIPTION	QUANTITY	UNIT
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ARCHITECTURAL ABBREVIATIONS

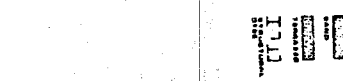
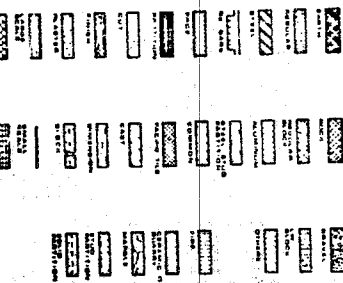
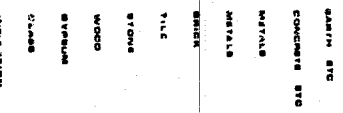
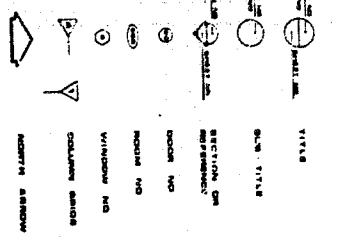
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REFERENCES

MATERIAL DESIGNATIONS

WALL TYPE NOTES

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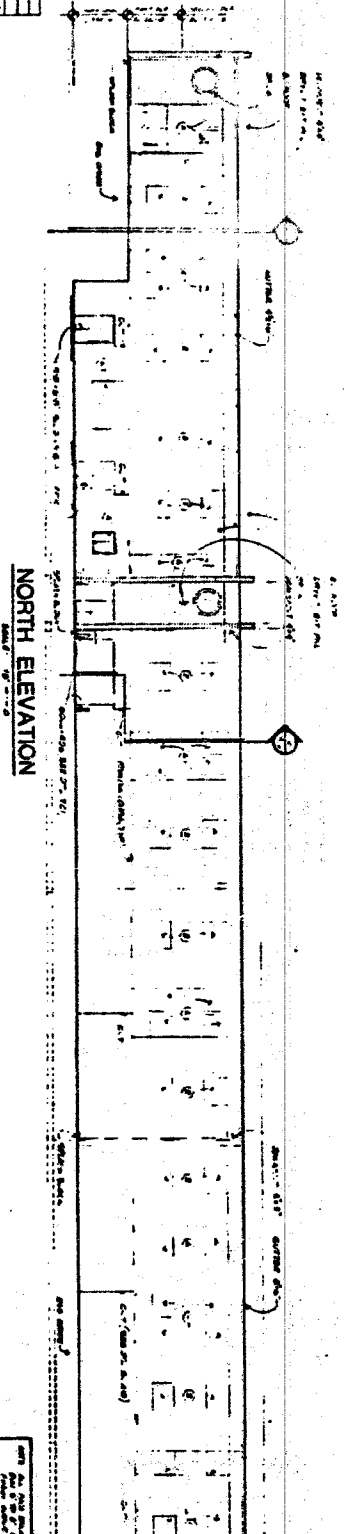
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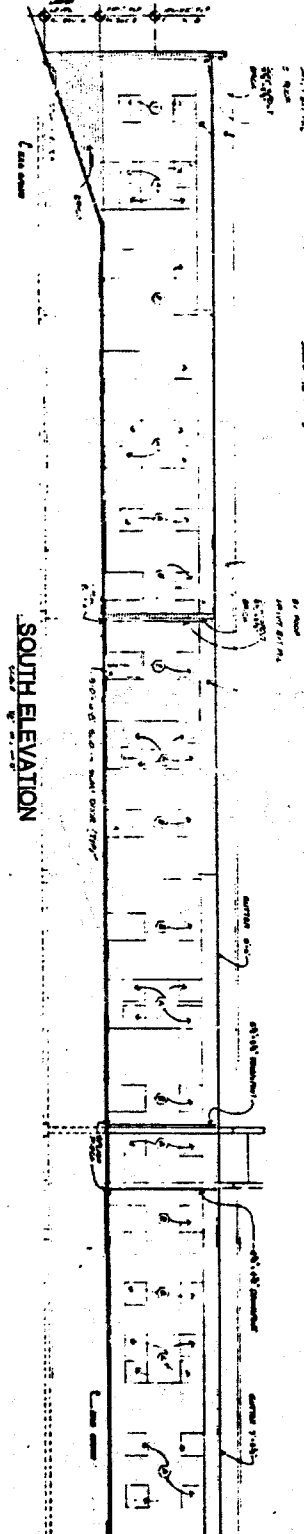
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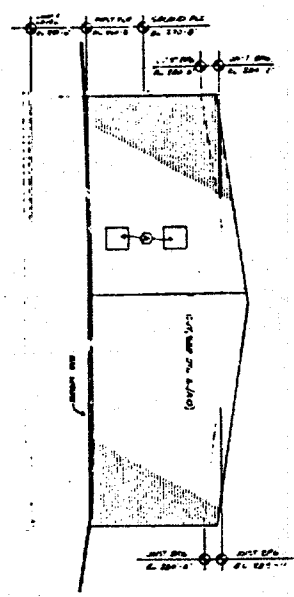




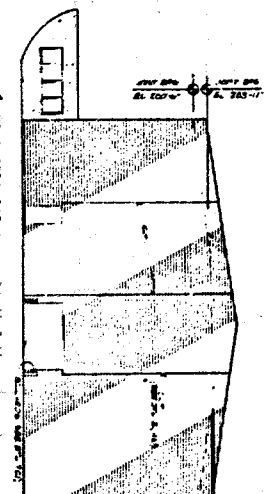
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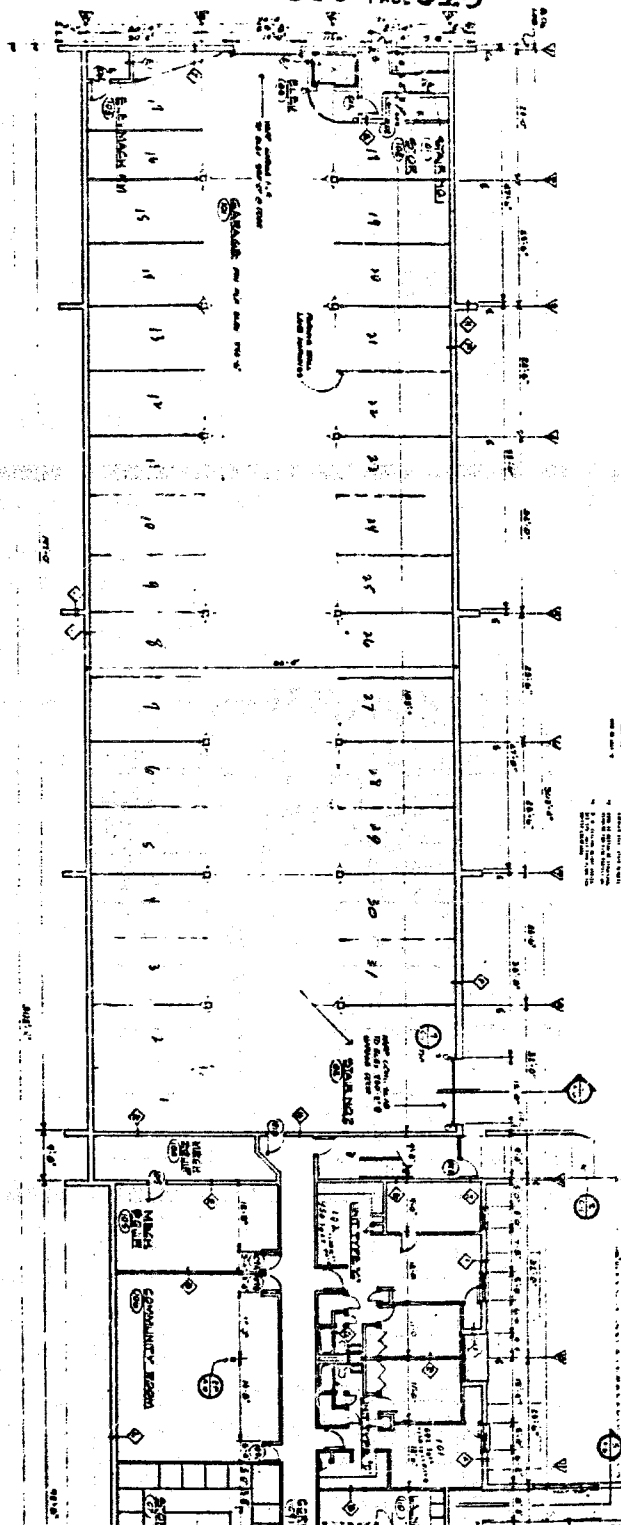
**SOUTH ELEVATION**



**EAST ELEVATION**



**WEST ELEVATION**



LOWER LEVEL FLOOR PLAN

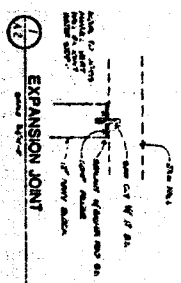
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 31. See Standard Plans for details.

ROOM FINISH SCHEDULE

ROOM NO.	FINISH	NOTE
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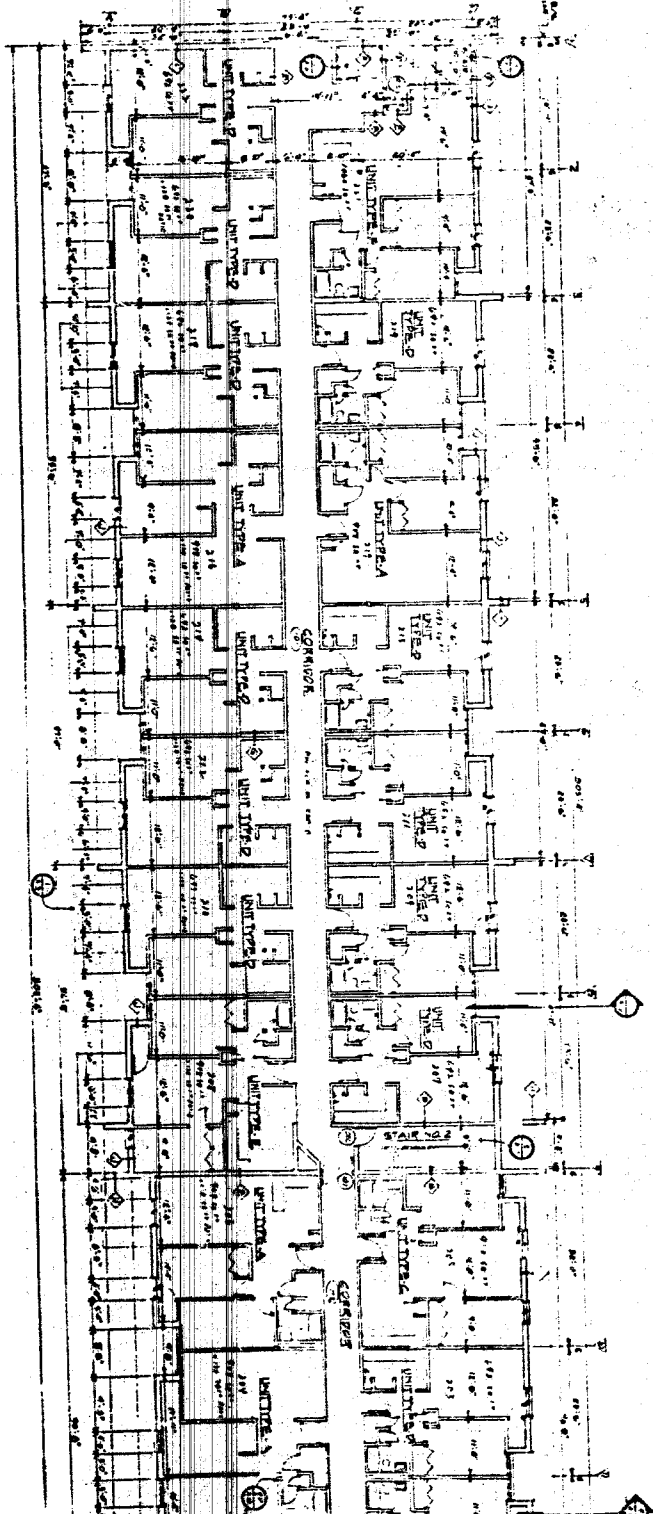
ROOM FINISH SCHEDULE

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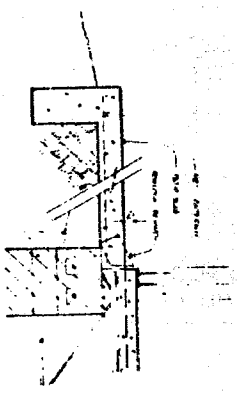


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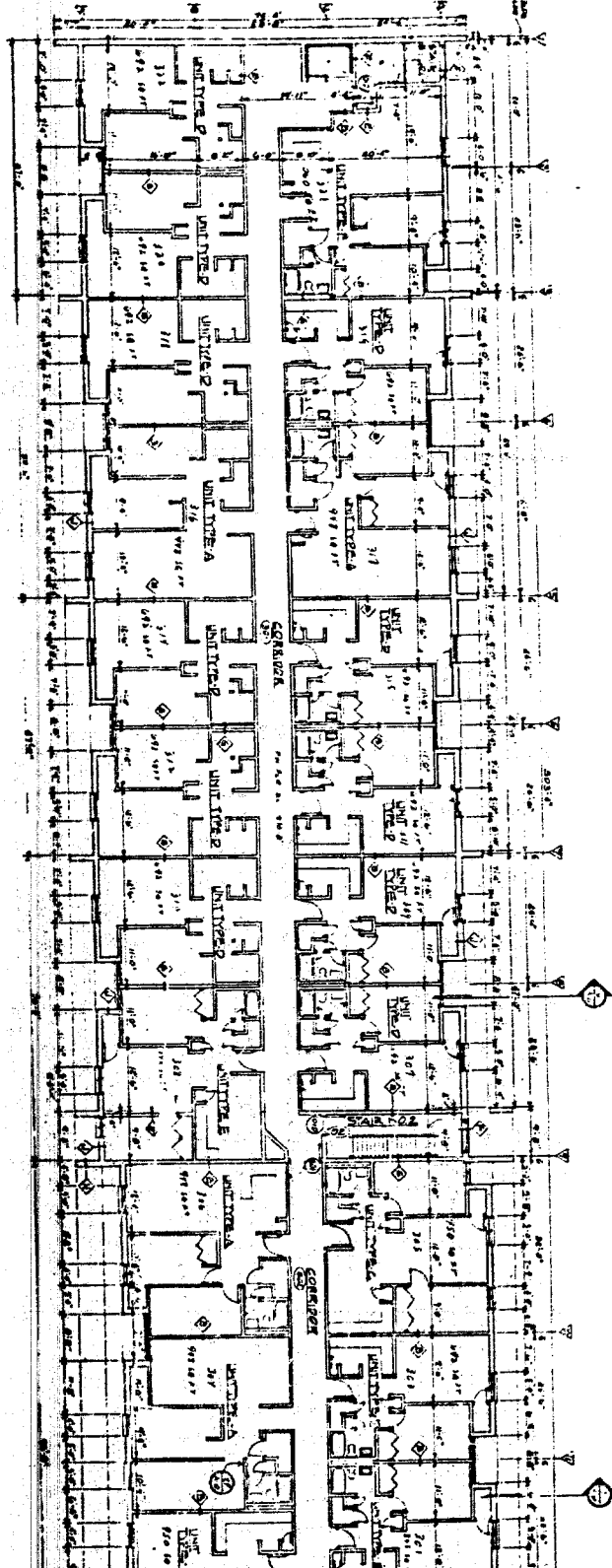
① PATIO SLABS



FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"  
 ALL DIMENSIONS ARE IN FEET AND INCHES  
 UNLESS OTHERWISE SPECIFIED  
 ALL WALLS ARE 12" THICK  
 ALL FLOORS ARE 4" THICK  
 ALL CEILING ARE 8" THICK  
 ALL ROOFS ARE 8" THICK  
 ALL STAIRS ARE 6" THICK  
 ALL ELEVATOR ARE 6" THICK  
 ALL DOORS ARE 1 3/4" THICK  
 ALL WINDOWS ARE 2" THICK  
 ALL PARTITIONS ARE 1/2" THICK  
 ALL CORES ARE 12" THICK  
 ALL CORES ARE 12" THICK  
 ALL CORES ARE 12" THICK

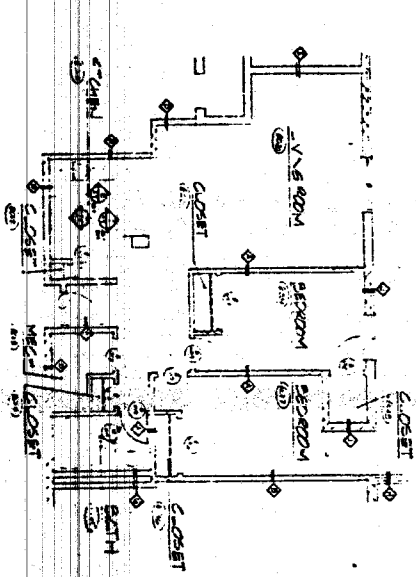
NOT TO SCALE  
 ALL DIMENSIONS ARE IN FEET AND INCHES  
 UNLESS OTHERWISE SPECIFIED  
 ALL WALLS ARE 12" THICK  
 ALL FLOORS ARE 4" THICK  
 ALL CEILING ARE 8" THICK  
 ALL ROOFS ARE 8" THICK  
 ALL STAIRS ARE 6" THICK  
 ALL ELEVATOR ARE 6" THICK  
 ALL DOORS ARE 1 3/4" THICK  
 ALL WINDOWS ARE 2" THICK  
 ALL PARTITIONS ARE 1/2" THICK  
 ALL CORES ARE 12" THICK  
 ALL CORES ARE 12" THICK  
 ALL CORES ARE 12" THICK



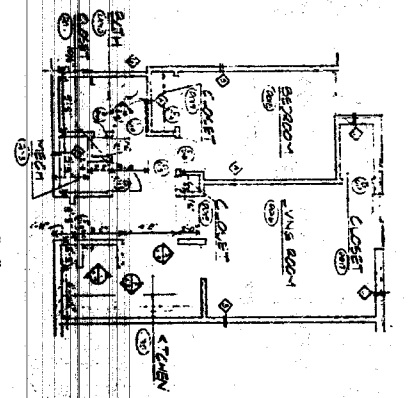
SECOND FLOOR PLAN

THIS FLOOR PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS FLOOR PLAN. THE ARCHITECT'S OFFICE IS LOCATED AT 1234 MAIN STREET, NEW YORK, N.Y. 10001.

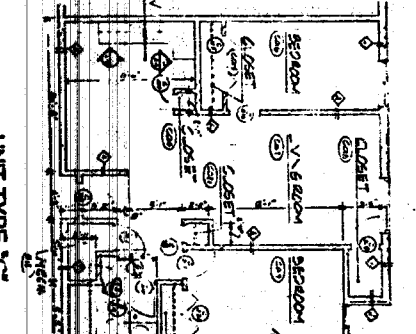
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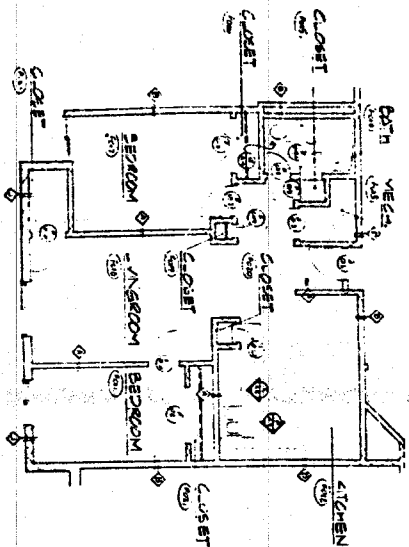
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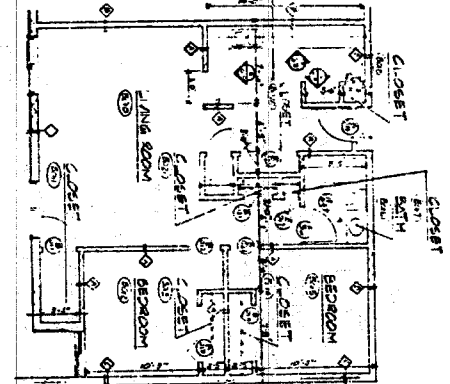
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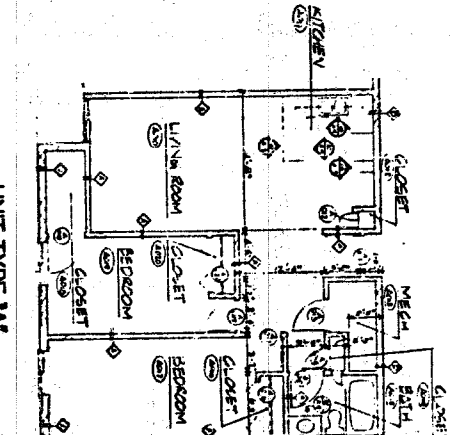
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UNIT TYPE 'E'  
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 10' 0" x 10' 0"



UNIT TYPE 'B'  
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 10' 0" x 10' 0"



UNIT TYPE 'A'  
 10' 0" x 10' 0"  
 10' 0" x 10' 0"

ENLARGED FLOOR PLANS

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BOOK 1665 PAGE 517

ARCHITECT'S  
SUPPLEMENTAL INSTRUCTIONS

Owner   
Architect   
Consultant   
Contractor   
Field   
Other

AIA DOCUMENT G710 (Instructions on reverse side)

PROJECT: Maple-Crest Condominiums  
(name, address) Omaha, Nebraska

ARCHITECT'S SUPPLEMENTAL  
INSTRUCTION NO: 9

OWNER: American Baptist Homes  
of the Midwest

DATE OF ISSUANCE: December 15, 1980

TO: (Contractor) D. A. Construction Company  
980 South 72nd Street  
Omaha, Nebraska 68114

ARCHITECT: Wilscam Mullins Birge, Inc.

CONTRACT FOR: General Construction

ARCHITECT'S PROJECT NO: 7900200

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor change to the Work as consistent with the Contract Documents and return a copy to the Architect.

Description:

Revise layout of Storage Room #107 to that shown on the attached drawing SD 8, dated December 11, 1980.

Attachments: (Here insert listing of documents that support description.)

Drawing SD 8.

cc: Jack Higgins  
Rev. Peterson

WILSCAM MULLINS BIRGE, INC.

D. A. CONSTRUCTION COMPANY

ISSUED:

ACCEPTED:

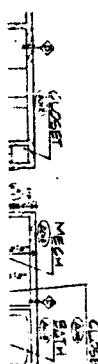
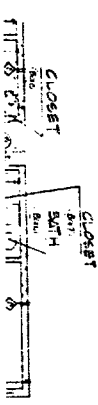
BY

Architect

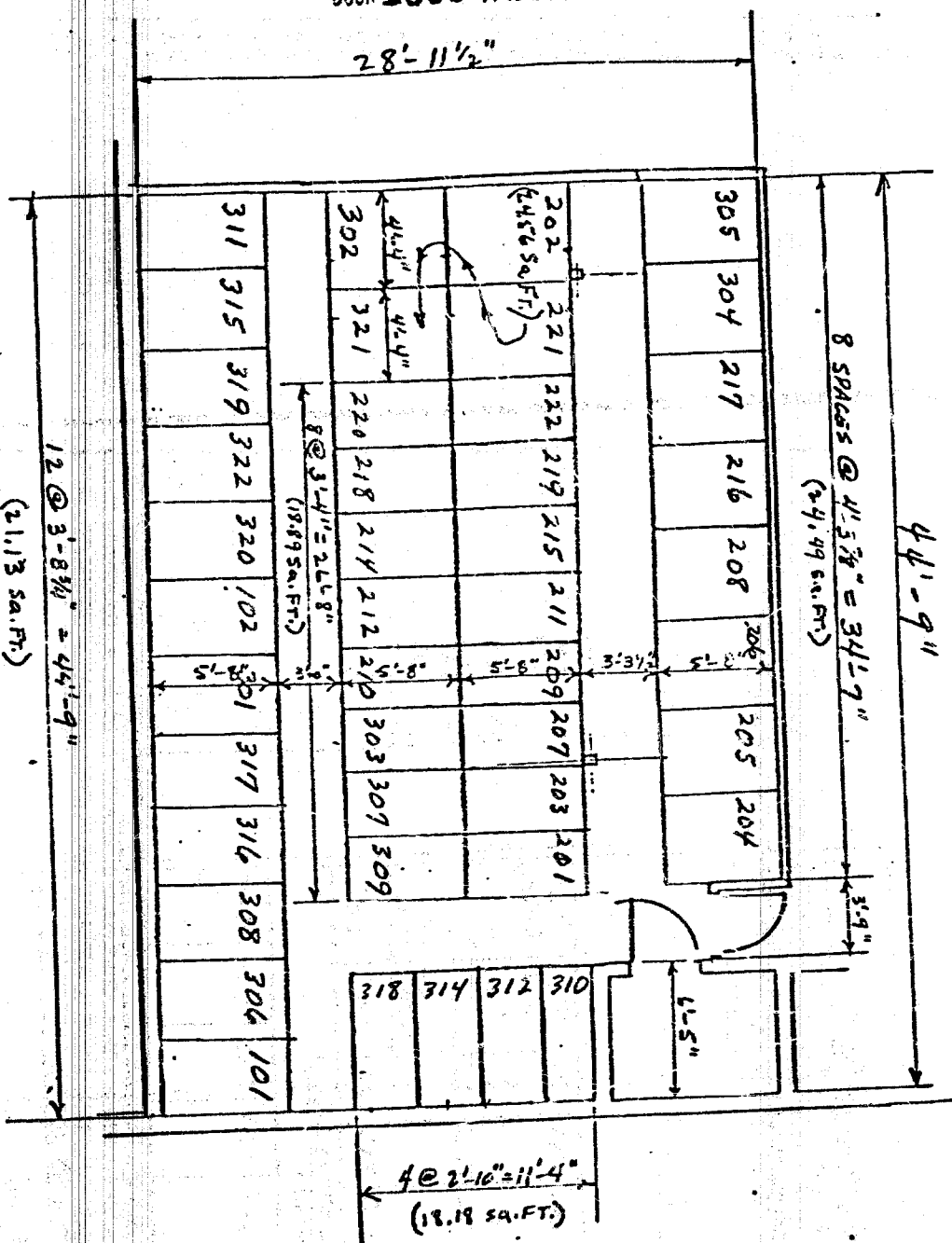
BY

Contractor

Date







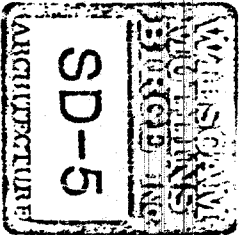
Storage #107

no scale

12 @ 3'-8 1/4" = 44'-9"

(21.13 SA. FT.)





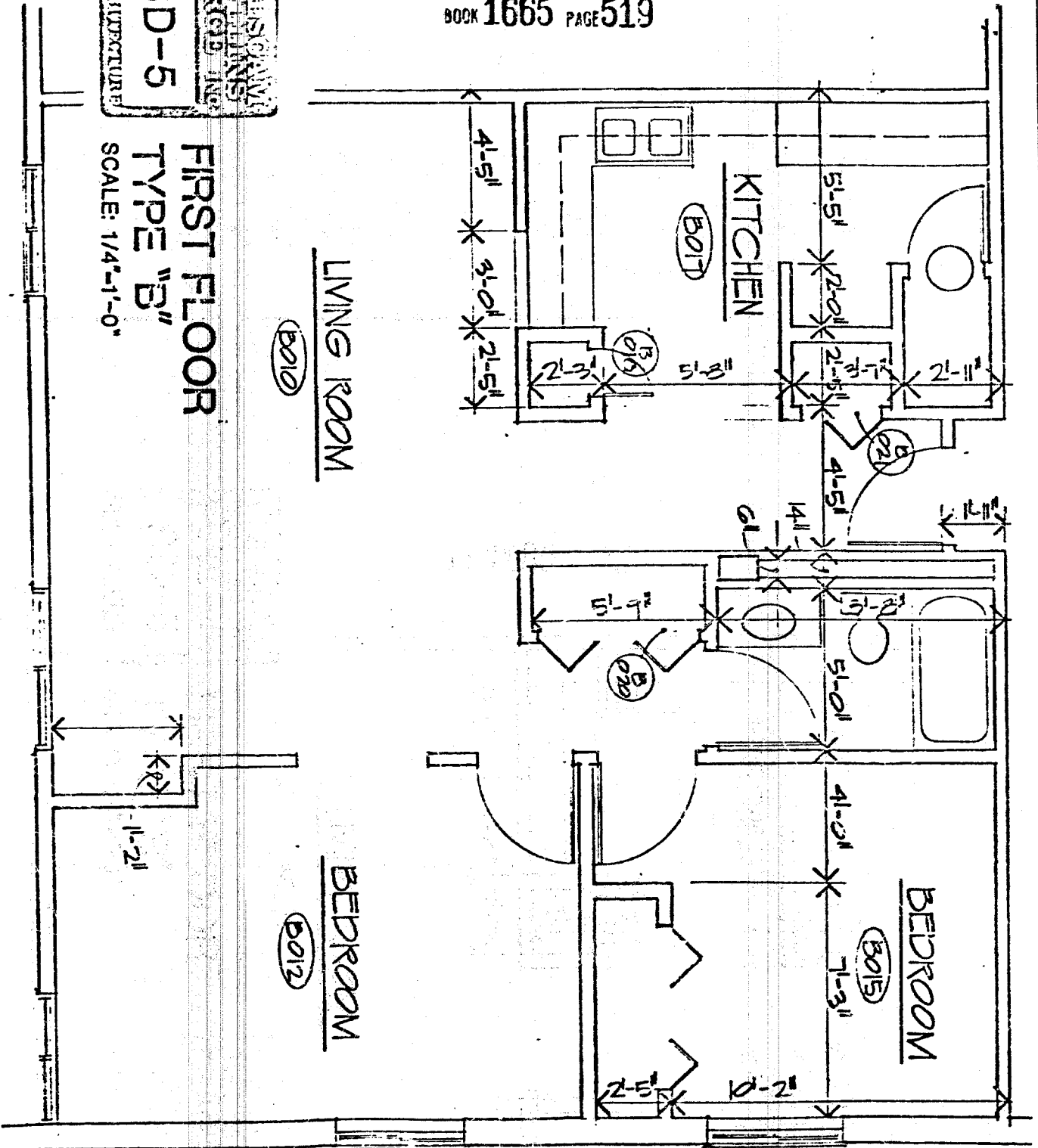
FIRST FLOOR  
TYPE "B"  
SCALE: 1/4"=1'-0"

LIVING ROOM  
(B010)

BEDROOM  
(B012)

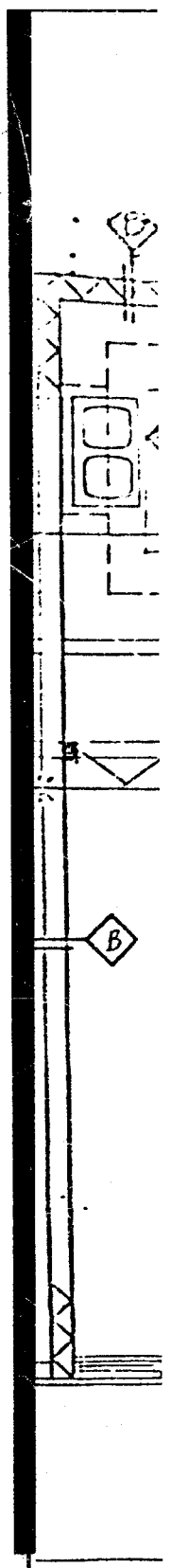
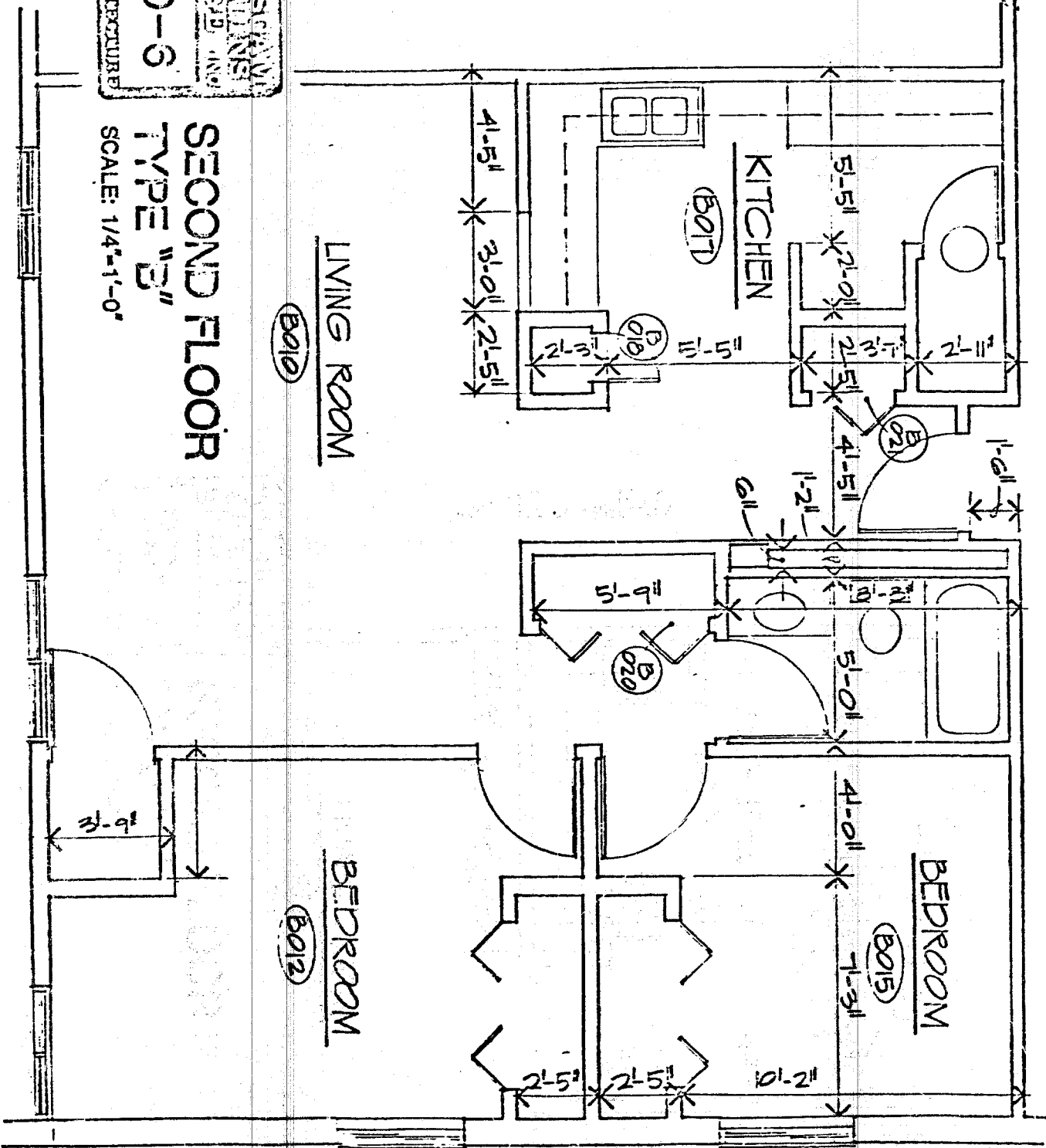
KITCHEN  
(B011)

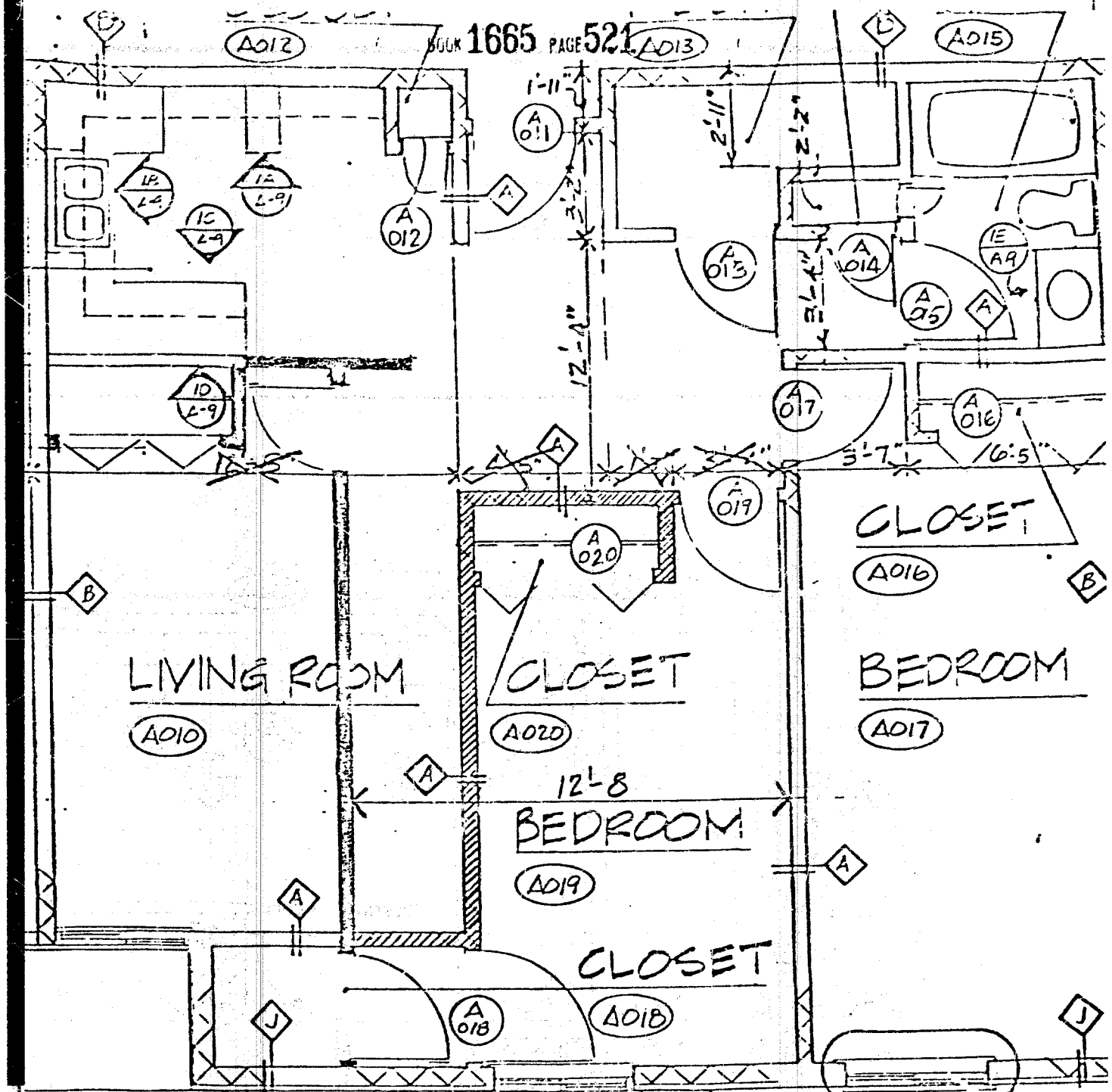
BEDROOM  
(B015)



WILSON  
MILLER  
ARCHITECTS  
SAN FRANCISCO, CALIF.  
SD-6  
ARCHITECTURE

SECOND FLOOR  
TYPE "B"  
SCALE: 1/4"=1'-0"





PATIO

RELOCATE PATIO TO THIS OPENING

1 JWF/jh 121180

#12044 C LSO

BOOK 1665 PAGE 522.

CONSENT

WHEREAS, Citicorp (USA), Inc., a Delaware corporation whose place of business is 3808 IDS Tower, Minneapolis, Minnesota 55402 ("CUSA"), and the Omaha National Bank, a national banking association whose place of business is 1700 Farnam Street, Omaha, Nebraska 68102 ("Bank"), hold a mortgagee's interest in and to the property legally described as follows, to-wit:

Part of Lots 3 and 4, Block 2 and Lot 4, Block 3, Burnham Place, a platted Addition in Douglas County, Nebraska, and a part of vacated 67th Street, being more particularly described as follows:

Beginning at the Southeast corner of said Lot 4; thence Westerly along the Southerly line of Lots 3 and 4, Block 2 and Lot 4, Block 3 (A.K.A. the Northerly right-of-way line of Corby Street), a distance of 474.80 feet; thence Northerly parallel with the East line of said Lot 4, Block 3, a distance of 55.00 feet; thence Easterly parallel to the Southerly line of Lot 4, Block 3, a distance of 110.30 feet; thence Northerly parallel to the West line of said Lot 4, Block 2, a distance of 88.85 feet; thence Easterly parallel to the said Southerly line of Lots 3 and 4, Block 2, a distance of 364.33 feet to the East line of Lot 4, Block 2 (A.K.A. the Westerly right-of-way line of 66th Avenue); thence Southerly along said East line, a distance of 143.85 feet to the point of beginning ("Property"),

pursuant to that certain Deed of Trust, dated May 14, 1980, filed May 20, 1980, in Book 233, at page 346, in the office of the Douglas County Register of Deeds, executed by American Baptist Homes of the Midwest, a Minnesota nonprofit corporation whose place of business is 7928 Eden Road, Eden Prairie, Minnesota 55344 ("Declarant"), to CUSA and Bank, as Beneficiary,

original principal amount of One Million Nine Hundred Twenty-three Thousand (\$1,923,000.00) Dollars; and,

WHEREAS, the loan by CUSA and Bank to Declarant, which is secured by the Deed of Trust above-described, contemplated the construction of a multi-unit condominium on the Property;

NOW, THEREFORE, CUSA, Bank and Chicago do hereby consent to the submission of the Property to all provisions of the Nebraska Condominium Property Act, Nebraska Revised Statutes §76-801 through §76-823, in accordance with and subject to the attached Master Deed and Declaration, with Exhibits A through E attached thereto.

FURTHER, CUSA, Bank and Chicago do hereby consent to the recording in the office of the Register of Deeds, Douglas County, Nebraska, of the above-described Master Deed and Declaration.

IN WITNESS WHEREOF, CUSA, Bank and Chicago have caused these presents to be executed this 23rd day of January, 1981.

"CUSA"  
Citicorp (USA), Inc.

BY Filmore G. Eger  
Its Vice President  
BY James S. Reuland  
Its Sr. Acct Officer

STATE OF MINNESOTA )  
                                  ) ss.  
COUNTY OF HENNEPIN )

On the 29th day of January, 1981, before me, a Notary Public within and for said County, personally appeared Filmore G. Eger and James Reuland to me personally known, who being by me duly sworn, did say that they are respectively the Vice President and Sr. Acct. Officer of Citicorp (USA), Inc., the corporation which executed the foregoing

BOOK 1665 PAGE 524

"Bank"  
The Omaha National Bank

BY [Signature]  
Its [Signature]

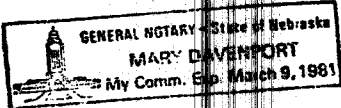


ATTEST [Signature]  
Its only loan officer

STATE OF Nebraska )  
  ) ss.  
COUNTY OF Douglas )

On the 23 day of January, 19 81, before me, a Notary Public within and for said County, personally appeared Peter GAge, Jr., V.P. and R.D. Bolton, Mtg. Lending Officer to me personally known, who being by me duly sworn, did say that they are respectively the Vice President and Mtg. Lending Officer of The Omaha National Bank, the corporation which executed the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said V.P. and Mtg. Lending Officer acknowledge said instrument to be the free act and deed of said corporation...

[Signature]  
Notary Public



BOOK 1665 PAGE 525

"Chicago"  
Chicago Title Insurance Company

BY John M. Haskins  
Its Manager

BY Lucy Scott Owens  
Its Office Counsel

STATE OF Nebraska )  
COUNTY OF Douglas ) SS.

On the 26 day of January, 1981, before me, a Notary Public within and for said County, personally appeared John M. Haskins and Lucy Scott Owens to me personally known, who being by me duly sworn, did say that they are respectively the Manager and Office Counsel of Chicago Title Insurance Company, the corporation which executed the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said John M. Haskins and Lucy Scott Owens acknowledge said instrument to be the free act and deed of said corporation.

Richard F. McGuire, Sr.  
Notary Public



This document was drafted by:  
MacIntosh & Commers, P.A.  
108 Parkdale 1, 5401 Gamble Drive  
Minneapolis, Minnesota 55416  
(612) 544-9321



AMENDMENT  
OF  
MASTER DEED AND DECLARATION  
OF  
MAPLE CREST CONDOMINIUM PROPERTY REGIME

We, the undersigned, being the Owner and First Mortgagees of at least two-thirds (2/3) of the undivided interests in the Common Areas and Facilities of Maple Crest Condominium Property Regime, Douglas County, Nebraska, computed in accordance with the percentages as set forth in Exhibit B to the Master Deed and Declaration of Maple Crest Condominium Property Regime, do hereby, pursuant to the Nebraska Condominium Property Act and the Master Deed and Declaration of Maple Crest Condominium Property Regime (hereinafter "Declaration"), amend the Declaration by this writing as follows:

1. ARTICLE 4(E) of the Declaration is hereby amended to read as follows:

All easements and other appurtenances benefiting an Apartment shall be inseparable from that Apartment and shall benefit and run in favor of its Owner and Occupants and their guests; provided, however, a Limited Common Area may be reallocated by a recorded assignment executed by the Apartment Owners between or among whose Apartments the reallocation is made, or by a recorded amendment to the Declaration executed by those Apartment Owners. The reallocation of a Limited Common Area shall not be effective until the Apartment Owners executing the assignment or amendment to the Declaration shall have provided a copy thereof to the Association. Neither the Governing Documents nor the Association shall in any case unreasonably restrict access to services and utilities or ingress and egress to and from the Owner's Apartment or any Limited Common Area appurtenant thereto.

2. ARTICLE 5(G) of the Declaration is hereby amended to read as follows:

Any part of the Common Areas and Facilities, including without limitation a storage compartment, patio, garage space or any item specified in ARTICLES 4(B)(i), 4(B)(iii) and 4(B)(iv), which is assigned to and reserved for the exclusive use of one particular Apartment shall be designated a Limited Common Area, and shall be encumbered with an exclusive perpetual easement appurtenant in favor of the Apartment to which it is assigned and for the use as is designated. The assignment of the appurtenant storage compartments, garage spaces and patios

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and parties are more particularly described in the Floor Plans. The description and assignment of the other Limited Common Areas is set forth in ARTICLES 4(B)(i), 4(B)(iii) and 4(B)(iv).

3. EXHIBIT B of the Declaration is hereby amended to read in accordance with the attached amended EXHIBIT B.

IN WITNESS WHEREOF, we have hereunto set our hands to cause this Amendment to be effective as of the 1st day of April, 1981.

"OWNER"

AMERICAN BAPTIST HOMES OF THE MIDWEST,  
a Minnesota non-profit corporation

BY Harold W. Kleinpaste  
HAROLD W. KLEINPASTE  
Its President

BY LeeRoy Peterson  
LEEROY PETERSON  
Its Secretary

STATE OF MINNESOTA )  
                                  ) SS  
COUNTY OF HENNEPIN )

On the 21<sup>st</sup> day of APRIL, 1981, before me, a Notary Public within and for said County, personally appeared Harold W. Kleinpaste and LeeRoy Peterson, to me personally know, who being by me duly sworn, did say that they are respectively the President and Secretary of American Baptist Homes of the Midwest, the corporation which executed the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Harold W. Kleinpaste and LeeRoy Peterson acknowledged said instrument to be the free and deed of said corporation.

Noel P. Dippkus

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BOOK 652 PAGE 117

"FIRST MORTGAGELS"

CITICORP (USA), INC.

By Filmore G. Enger, Jr.  
Its Vice President

By James Reuland  
Its SENIOR ACCT OFFICER

STATE OF Minnesota )  
  )SS  
COUNTY OF Hennepin )

On the 15th day of May, 1981, before me, a Notary Public within and for said County, personally appeared Filmore G. Enger, Jr. and James Reuland, to me personally know, who being by me duly sworn, did say that they are respectively the Vice President and Senior Account Officer of Citicorp (USA), Inc., the corporation which executed the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Filmore G. Enger, Jr. and James Reuland acknowledged said instrument to be the free and deed of said corporation.

XX  
JEREMIAH J. KEARNEY  
NOTARY PUBLIC - MINNESOTA  
HENNEPIN COUNTY  
My Commission Expires June 9, 1983  
XX

Jeremiah J. Kearney  
Notary Public

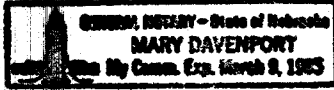
THE OMAHA NATIONAL BANK

By Peter Long  
Its Vice President

By Bob Ballou  
Its only Loan Officer

STATE OF Nebraska  
COUNTY OF Douglas )SS

On the 20<sup>th</sup> day of May, 1981, before me, a Notary Public within and for said County, personally appeared Peter Cage, Jr and R. D. Bolton, to me personally know, who being by me duly sworn, did say that they are respectively the Vice President and Mtg Loan Officer of The Omaha National Bank, the corporation which executed the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Peter Cage, Jr and R. D. Bolton acknowledged said instrument to be the free and and deed of said corporation.



Mary Davenport  
Notary Public

CHICAGO TITLE INSURANCE COMPANY

By John M. Haskins  
Its Asst. Vice President

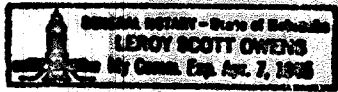
By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF Nebraska  
COUNTY OF Douglas )SS

On the 22 day of May, 1981, before me, a Notary Public within and for said County, personally appeared John M. Haskins and \_\_\_\_\_, to me personally know, who being by me duly sworn, did say that they are respectively the Asst. V. P. and \_\_\_\_\_ of Chicago Title Insurance Company, the corporation which executed the foregoing

BOOK 652 PAGE 119

authority of its Board of Directors and said Asst V. P. and  
\_\_\_\_\_ acknowledged said instrument to be the free and and  
deed of said corporation.



Leroy Scott Owens  
Notary Public

id  
*licer*

by

This document was drafted by:

MacIntosh & Commers, P.A.  
5401 Gamble Drive, Suite 108  
Minneapolis, Minnesota 55416  
Telephone: (612) 544-9321

MASTER DEED AND DECLARATION  
OF  
MAPLE CREST CONDOMINIUM PROPERTY REGIME

EXHIBIT B  
(amended as of April 1, 1981)

SCHEDULE OF APARTMENTS AND PERCENTAGE INTEREST  
IN COMMON AREAS AND FACILITIES

<u>Apt. No.</u>	<u>Type</u>	<u>Value</u>	<u>Percentage Interest</u>	<u>Approx. Sq. Ft.</u>	<u>Assigned Storage Rm. (sq.ft.)</u>	<u>Assigned Garage Space</u>
101	1 Br. w/ patio	\$43,600	2.0439	692	101 (19)	7
102	2 Br. w/ patio	56,900	2.6673	950	102 (19)	8
201	1 Br.	42,600	1.9970	692	201 (18)	10
202	2 Br. w/ patio	58,500	2.7424	950	202 (28)	1
203	1 Br.	42,600	1.9970	692	203 (18)	11
204	2 Br. w/ patio	56,900	2.6673	948	204 (24)	30
205	2 Br.	55,900	2.6205	950	205 (24)	5
206	2 Br. w/ patio	56,900	2.6673	948	206 (24)	3 and 4
207	1 Br.	42,600	1.9970	692	207 (18)	12
208	2 Br. w/ patio	56,900	2.6673	948	208 (24)	29
209	1 Br.	42,600	1.9970	692	209 (18)	13
210	1 Br. w/ patio	43,600	2.0439	692	210 (18)	15
211	1 Br.	42,600	1.9970	692	211 (18)	16
212	1 Br. w/ patio	43,600	2.0439	692	212 (18)	14
213	1 Br.	43,600	2.0439	692	214 (18)	9

<u>Apt. No.</u>	<u>Type</u>	<u>Value</u>	<u>Percentage Interest</u>	<u>Approx. Sq. Ft.</u>	<u>Assigned Storage Rm. (sq.ft.)</u>	<u>Assigned Garage Space</u>
215 ✓	1 Br.	42,600	1.9970	692	215 (18)	17
216 ✓	2 Br. w/ patio	56,900	2.6673	948	216 (24)	18
217 ✓	2 Br.	55,900	2.6205	948	217 (24)	N/A
218 ✓	1 Br. w/ patio	43,600	2.0439	692	218 (18)	21
219 ✓	1 Br.	42,600	1.9970	692	219 (18)	22
220 ✓	1 Br. w/ patio	43,600	2.0439	692	220 (18)	23
221 ✓	2 Br.	58,500	2.7424	1060	221 (28)	19
222 ✓	1 Br.	42,600	1.9970	692	222 (18)	24
301 ✓	2 Br.	54,900	2.5734	854	301 (19)	25
302 ✓	2 Br.	57,500	2.6955	950	302 (28)	2
303 ✓	1 Br.	42,600	1.9970	692	303 (18)	26
304 ✓	2 Br.	55,900	2.6205	948	304 (24)	27
305 ✓	2 Br.	55,900	2.6205	950	305 (24)	31
306 ✓	2 Br.	55,900	2.6205	948	306 (19)	N/A
307 ✓	1 Br.	42,600	1.9970	692	307 (18)	N/A
308 ✓	2 Br.	55,900	2.6205	948	308 (19)	6
309 ✓	1 Br.	42,600	1.9970	691	309 (18)	N/A
310 ✓	1 Br.	42,600	1.9970	692	310 (19)	28
311 ✓	1 Br.	42,600	1.9970	692	311 (19)	N/A
312 ✓	1 Br.	42,600	1.9970	692	312 (19)	N/A
314 ✓	1 Br.	42,600	1.9970	692	314 (19)	N/A
315 ✓	1 Br.	42,600	1.9970	692	315 (19)	N/A
316 ✓	2 Br.	55,900	2.6205	948	316 (19)	N/A

<u>Apt. No.</u>	<u>Type</u>	<u>Value</u>	<u>Percentage Interest</u>	<u>Approx. Sq. Ft.</u>	<u>Assigned Storage Rm. (sq.ft.)</u>	<u>Assigned Garage Space</u>
319 ✓	1 Br.	42,600	1.9970	692	319 (19)	N/A
320 ✓	1 Br.	42,600	1.9970	692	320 (19)	N/A
321 ✓	2 Br.	58,500	2.7424	1060	321 (28)	20
322 ✓	1 Br.	42,600	1.9970	692	322 (19)	N/A
<b>TOTALS</b>		<u>2,133,200</u>	<u>100.0000</u>			

*do. Price*

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Book 652  
 Page 125  
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BOOK 742 PAGE 655  
SECOND AMENDMENT  
OF  
MASTER DEED AND DECLARATION  
OF  
MAPLE CREST CONDOMINIUM PROPERTY REGIME

We, the undersigned, being the President and Secretary of Maple Crest Condominium Owners' Association, Inc., a Nebraska nonprofit corporation formed under the Nebraska Nonprofit Corporation Act, Section 21-1901 et. seq., Nebraska Revised Statutes, to act as the Association referred to in the Master Deed and Declaration of Maple Crest Condominium Property Regime, as amended, which declaration was filed pursuant to the Nebraska Condominium Property Act in the office of the Register of Deeds, Douglas County, Omaha, Nebraska (the "Declaration"), do hereby certify that, for the purpose of consolidating three (3) one-bedroom apartments into two (2) two-bedroom apartments, the following amendments to the Declaration were duly and properly adopted by at least two-thirds (2/3) of the undivided interests in the Common Areas and Facilities of Maple Crest Condominium Property Regime, Douglas County, Nebraska, computed in accordance with the percentages as set forth in Exhibit B to the Declaration, to be effective upon the filing of this instrument:

1. EXHIBIT B to the Declaration is hereby amended as follows:

(a) Apartment 309 is hereby eliminated and shall no longer exist; further, Storage Room 309, formerly assigned to Apartment 309 which no longer exists, is hereby reassigned to Apartment 315 and Garage Space 10, formerly assigned to Apartment 309 which no longer exists, is hereby reassigned to Apartment 306.

(b) The information set forth in Exhibit B to the Declaration regarding Apartments 311 and 315, as to their number of bedrooms or type, their values for purposes of the Declaration, their value as a percentage of the total value of all apartments, their approximate square footage, their assigned storage rooms and their assigned garage spaces, is hereby amended to read as follows:

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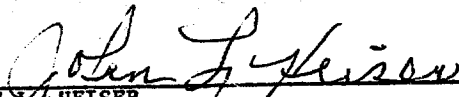
<u>Apt. No.</u>	<u>Type</u>	<u>Value</u>	<u>Percentage Interest</u>	<u>Approx. Sq. Ft.</u>	<u>Assigned Storage Rm. (sq. ft.)</u>	<u>Assigned Garage Space</u>
311	2 Br.	63,100	2.9596	1,073	311 (19)	8 & 11
315	2 Br. w/2 baths	64,700	3.0314	1,002	315 (19) & 309 (18)	23 & 31

2. The second sentence of ARTICLE 3 of the Declaration is hereby amended to read as follows:

The Building contains a total of 43 Apartments, 20 of which are two-bedroom Apartments and 23 of which are one-bedroom Apartments.

3. In order to reflect the relocation of the boundaries of Apartments 311 and 315 and the elimination of Apartment 309, that portion of the Floor Plans, as defined in the Declaration and attached thereto as Exhibit E, which pertains to the location of the boundaries for the former Apartment 309 and Apartments 311 and 315 as originally constructed is hereby amended in accordance with that certain plan dated November 16, 1983 entitled Maple Crest Condominiums Unit Remodel, certified to by Richard D. Nelson, Jr., registered professional architect, a copy of which is attached to this Amendment as Exhibit A and is incorporated herein by reference.

IN WITNESS WHEREOF, we have hereunto set our hands this 26 day of April, 1985.


  
 \_\_\_\_\_  
 JOHN L. HEISER  
 President  
 Maple Crest Condominium Owners'  
 Association, Inc.

BOOK 742 PAGE 657

Marian F. Daugherty  
MARIAN F. DAUGHERTY  
Secretary  
Maple Crest Condominium Owners'  
Association, Inc.

STATE OF NEBRASKA)  
COUNTY OF Douglas ) SS.

On this 26 day of April, 1985, before me, a Notary Public within and for such County, personally appeared JOHN L. HEISER and MARIAN F. DAUGHERTY, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of Maple Crest Condominium Owners' Association, Inc., a Nebraska nonprofit corporation, named in the foregoing instrument and that such instrument was signed on behalf of the corporation by authority of its Board of Directors and Members and that they acknowledged such instrument to be the free act and deed of the corporation.

 GENERAL NOTARY - State of Nebraska  
DONNA R. THOMPSON  
My Comm. Exp. Dec. 11, 1986

Donna R. Thompson  
Notary Public

CONSENT

The undersigned, AMERICAN BAPTIST HOMES OF THE MIDWEST, being the sole Owner of the Apartments affected by the foregoing Second Amendment of Master Deed and Declaration of Maple Crest Condominium Property Regime, do hereby consent to and join in such amendment to the Declaration.

AMERICAN BAPTIST HOMES OF THE MIDWEST, A Minnesota nonprofit corporation.

BY Harold W. Kleinpaste  
Its President

BY Jack D. Higgins  
Its Exec. Vice President

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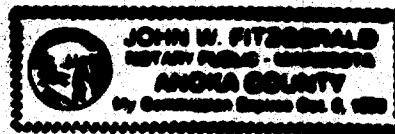
STATE OF Minnesota )  
                                  ) SS.  
COUNTY OF Hennepin )

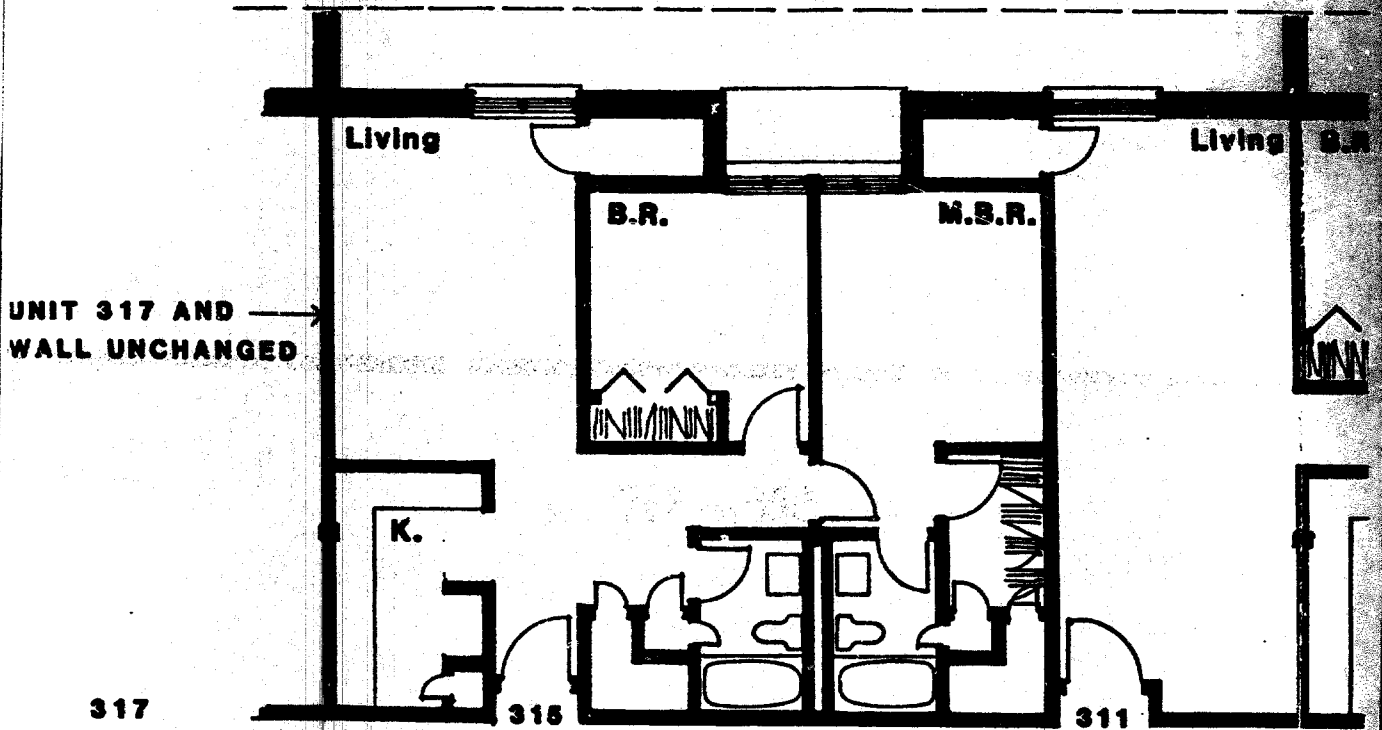
On this 13 day of May, 1985, before me, a Notary Public within and for such County, personally appeared Harold W. Kleinpaste and Jack D. Higgins, to me personally known, who being by me duly sworn, did say that they are the President and Exec. Vice Pres., respectively, of AMERICAN BAPTIST HOMES OF THE MIDWEST, a Minnesota nonprofit corporation, named in the foregoing instrument and that such instrument was signed on behalf of the corporation by authority of its Board of Directors and that they acknowledged such instrument to be the free act and deed of the corporation.

John W. Fitzgerald  
Notary Public

This document was drafted by:

John W. Fitzgerald  
MacIntosh & Conners, P.A.  
430 Marquette Avenue South  
Suite 410  
Minneapolis, Minnesota 55401  
Telephone: (612) 339-3355





**Second Floor Plan**

Scale 1/8"



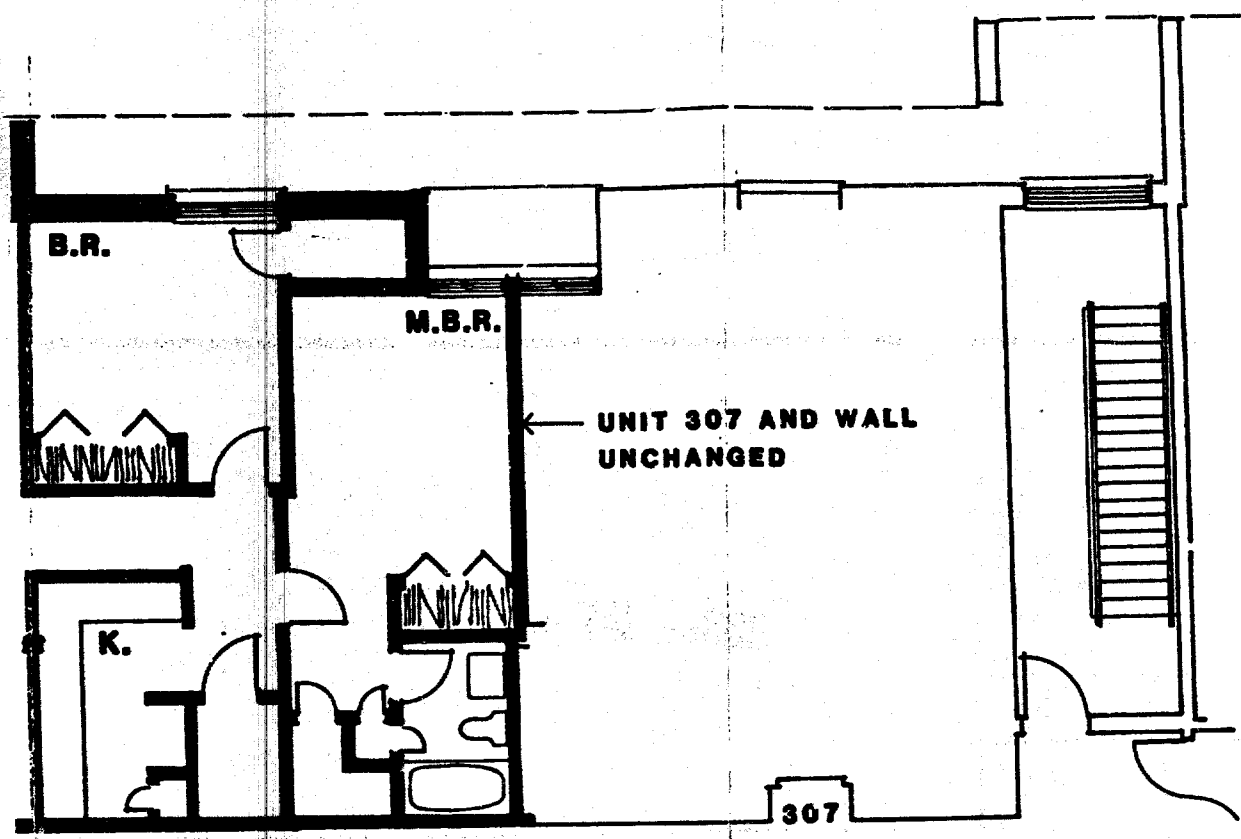
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BOOK 742 PAGE 660

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**CREST CONDOMINIUMS  
REMODEL**

