

MASTER DEED CREATING OAKTOWNE SQUARE CONDOMINIUM PROPERTY REGIME

THIS MASTER DEED AND DECLARATION made this 17th day of December, 1971 by HAL GROVE, INC. (herein called "Developer"), a Nebraska corporation, for itself, its successors, grantees and assigns,

WITNESSETH:

1) The purpose of this Master Deed is to submit the lands herein described and the improvements to be built thereon to the condominium form of ownership and use in the manner provided by Sections 76-801 through 76-823, R.R.S. Nebraska (herein called "Condominium Act"), and the name by which this condominium is to be identified is Oaktowne Square Condominium Property Regime.

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

East 500 feet of Lot 74 together with the vacated South 5 feet of Bartels Drive adjoining on the North; all of Lots 69, 70, 71, 72 and 726; West 90 feet of East 345 feet of Lot 413; West 80 feet of East 114.99 feet of Lot 68; West 80 feet of East 194.99 feet of Lot 68; all in The Oaks, a subdivision, now part of City of Omaha, Douglas County, Nebraska.

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

4) The condominium will consist of 17 buildings which will vary in height from one to two stories. The buildings will contain a total of 52 apartments which may only be used for residential purposes. The condominium will also include a swimming pool, automobile garages and parking areas, gardens and landscaping. The total ground floor area of all buildings including garages aggregates 56,039 square feet and the total land area aggregates 228,180 square feet. Said buildings and improvements together with their location on the land and the area and location of each apartment are more particularly described in the building plans which are attached hereto and recorded with this Master Deed.

5) The general common elements of the condominium are described as follows: the land on which the buildings stand including all of the surrounding lands embraced within the legal description specified above; the exterior surfaces of all buildings except for screening, window glass and exterior doors including garage doors; the foundations, main walls, roofs, yards and gardens, except that the yard areas included within patios as delineated on the attached plans shall not be common elements; the swimming pool, drives, walks, parking areas and all parts of the property and improvements which are not located within the apartments as shown on the attached plans. Although all parking areas are considered general common elements, each apartment shall be entitled to the exclusive use of the parking stalls thus identified as reserved for such apartment on the attached plans. Air conditioning compressors or units are not common elements but are part of each apartment and

Association may perform such work, invoice the owner therefor and secure and enforce a claim and lien therefor against the owner and his apartment in like manner as a delinquent assessment for common element expense.

6) The total value of the entire condominium regime is \$1,241,226.00 and the basic value of each apartment together with the percentage which each apartment shall share in the expenses of and the rights in the common elements are as follows:

<u>Apartment No.</u>	<u>Basic Value</u>	<u>Percentage Interest</u>
1	\$20,056	1.61%
2	27,401	2.20
3	24,304	1.95
4	23,046	1.85
5	23,046	1.85
6	27,194	2.19
7	24,304	1.95
8	27,401	2.20
9	24,288	1.95
10	20,056	1.61
11	27,401	2.20
12	27,194	2.19
13	23,046	1.85
14	27,194	2.19
15	27,401	2.20
16	27,194	2.19
17	27,194	2.19
18	24,304	1.95
19	27,401	2.20
20	23,046	1.85
21	27,194	2.19
22	27,401	2.20
23	20,056	1.61
24	24,304	1.95
25	23,046	1.85
26	24,304	1.95
27	24,304	1.95
28	23,046	1.85
29	23,046	1.85
30	24,304	1.95
31	24,304	1.95
32	23,046	1.85
33	27,401	2.20
34	27,194	2.19
35	27,401	2.20
36	27,194	2.19
37	27,194	2.19
38	27,401	2.20
39	27,194	2.19
40	27,401	2.20
41	20,123	1.64
42	18,440	1.50
43	18,303	1.49

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

a) Oak Hills Association, Inc., a Nebraska non-profit corporation, has been incorporated to provide a vehicle for the management of the condominium. Each co-owner shall automatically be deemed a member of said Association. The By-Laws of said Association are also the By-Laws of this condominium and are attached hereto.

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

c) Each co-owner shall be responsible:

1) To maintain, repair and replace at his expense all portions of his apartment which are not included in the definition of common elements.

purpose. No apartment may be subdivided into a smaller unit nor any portion thereof sold or transferred without first amending this Master Deed to show the changes in the apartments to be subdivided.

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

f) No apartment owner may sell or lease his apartment or any interest therein without the prior written approval of the Association. This provision shall not affect transfer by death but any person inheriting such apartment shall be subject to these restrictions on subsequent transfer. An owner intending to make a sale or lease of his apartment shall give the Association written notice thereof together with the name, and a current address and credit report of the purchaser or lessee and the terms and price of such sale or lease, together with a copy of the proposed purchase agreement or lease. Within thirty days after receipt of such notice, the Association shall by written notice to the owner either approve such purchase or lease or elect to either purchase the property for said price or terms or either lease the property or furnish a substitute tenant for the property on the terms and for the price contained in said lease. If the Association elects to purchase or lease, closing shall be within thirty days thereafter. Failure of the Association to act within the first 30-day period shall be deemed an approval of the sale or lease, but only to the party thus identified and disclosed to the Association. The above provisions regarding approval of transfers shall not apply to acquisition of ownership through foreclosure of a mortgage upon an apartment.

g) Co-owners representing three-fourths or more of the total basic value of the condominium may at any time in writing duly acknowledged and recorded effect an amendment to this Master Deed and to the By-Laws and plans attached hereto; provided that such modification shall not be binding upon any existing mortgage holders of record unless such mortgage holder likewise consents to such modification in writing.

h) This condominium regime may be terminated or waived

representing three-fourths of the total basic value of the condominium agree in writing to sell or otherwise dispose of the condominium property, then all apartment owners shall be bound to execute such deeds or other documents reasonably necessary to effect such sale or disposition when and as required by the Board of Directors of the Association. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition.

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

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

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

EXECUTED the date first-above written.

HAL GROVE, INC.

Attest: Cedric V. Harding
Assistant Secretary

BY: Harold E. Grove
President

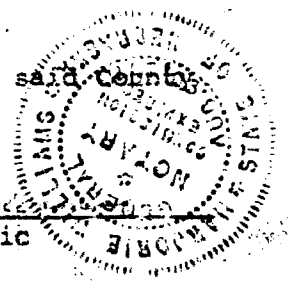


STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On the date first-above written before me the undersigned, a Notary Public in and for said County, personally came HAROLD E. GROVE, President of Hal Grove, Inc., to me personally known to be the President and the identical person whose name is affixed to the foregoing Master Deed, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Corporation, and that the Corporate Seal of the said Corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County on the date first-above written.

Maryanne Nicks
Notary Public



BOOK 1445 PAGE 568

BY-LAWS

- 1) These are the By-Laws of Oak Hills Association, Inc., a Nebraska non-profit corporation with its registered office at 2400 South 72 Avenue, Omaha, Nebraska (C/o John W. Delehant Law Office). These are also the By-Laws of Oaktowne Square Condominium Property Regime.
- 2) Seal. The corporate seal shall bear the name of the corporation and the words "Omaha, Nebraska, Corporate Seal."
- 3) Members. This corporation has been organized to provide a means of management for various condominium property regimes organized within Douglas County, Nebraska. Membership in the Association is automatically granted and restricted to record owners of apartments in said condominium regimes. The vote on behalf of an apartment shall be in person by the record owner thereof, but if an apartment is owned by more than one person or by a corporation or other entity, such vote shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. No other form of proxy voting will be permitted. Each apartment shall be entitled to the number of votes equaling the total dollar basic value assigned to such apartment in the Master Deed creating the condominium regime.
- 4) The Annual Members' Meeting will be held on the third day of January of each year at 6:00 P.M. at the Oak Hills Country Club clubhouse for the purpose of electing a Board of Administrators and transacting any other business that may come before the meeting. No notice of annual meetings need be given.
- 5) Special Members' Meetings may be called by the President or Vice President or by a majority of the Board of Administrators and must be called upon receipt of written request from members holding at least two-thirds of the total basic value of the condominium regime. Notice of special meetings shall be given by ten days' written notice delivered or mailed to each apartment. Notices may be waived either before or after the meeting.
- 6) The President shall preside over members' meetings, and the Secretary shall keep the minute book wherein the resolutions shall be recorded.
- 7) A Quorum for members' meetings shall consist of persons owning a majority of the total basic value of the condominium regime, but a meeting consisting of less than a quorum may by majority vote adjourn the meeting from time to time without further notice. The affirmative vote of persons owning a majority of the total basic value of the condominium shall be required.

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

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

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

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

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

November of each year for the coming calendar year, and copies of the budget and proposed assessments shall be sent to each owner on or before December 31 preceding the year for which the budget is made. Budgets may be amended during a current year where necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each owner as promptly as possible. There shall be no enlargement of the common elements or additional structures built as part of the common elements if such enlargement or additional construction costs more than \$ 2000.00 unless and until such proposal is approved in writing by co-owners representing at least three-fourths of the total basic value of the condominium and until a proper amendment to the Master Deed has been executed, acknowledged and recorded.

12) Assessments against each apartment owner for such common expenses shall be made annually on or before December 31 preceding the year for which assessments are made. The annual assessments shall be due in twelve equal, monthly payments on the first day of each month. The assessment to be levied against each apartment shall be such apartment's pro-rata share of the total annual budget based upon the percentage of such apartment's basic value as set forth in the Master Deed establishing the condominium. In case of an amended budget as provided in Article 11, the amended assessment shall be payable at the times specified in the notice of the amended assessment sent to each owner. Until construction of an apartment unit is completed as shown on the plans attached to the Master Deed, the assessment against such uncompleted apartment shall not exceed \$5.00 per month. If any member shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the member in his apartment and the administrators may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and lien instruments. Assessments delinquent more than ten days after the due date shall bear interest at the highest legal rate from the due date until paid. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due and payable.

13) Insurance. Insurance policies upon the condominium property including the structure but excluding the furnishings of individual apartments shall be purchased by and in the name of the Association for the benefit of the Association and the apartment co-owners as their interests may appear. Provision shall be made (if possible) for the issuance of certificates of insurance to holders of first mortgages upon individual apartments. The insurance shall cover all buildings and improvements upon the land and all personal property included in the general and limited common elements in an amount equal to the full insurable value thereof

*Robert J. ...
1111 1st Ave ...
Lincoln ...
Nebraska*

releases upon payment of claims without joinder by the co-owner or his mortgagees. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds of the value of the buildings and improvements. In such case, and unless otherwise agreed upon in writing by owners representing three-fourths of the total basic value of the condominium within 120 days after such damage or destruction, the condominium regime shall be deemed waived, and the property shall be subject to a partition action and may be sold and the proceeds, along with the insurance indemnity, if any, shall be credited to each apartment owner in accordance with his percentage interest specified in the Master Deed, and said sums shall be first applied towards satisfaction of any recorded first mortgage against each apartment, next towards satisfaction of junior recorded liens in order of their priority, and the remainder paid to each apartment owner. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a common element expense to be assessed and collected by the Association from the co-owners; provided, however, that in such case of under-insurance, the co-owners may, by unanimous resolution adopted after the date of loss, elect not to repair the damage. In cases of over-insurance, any excess proceeds of insurance received shall be credited to the common element working fund. Each apartment owner may obtain additional insurance at his expense.

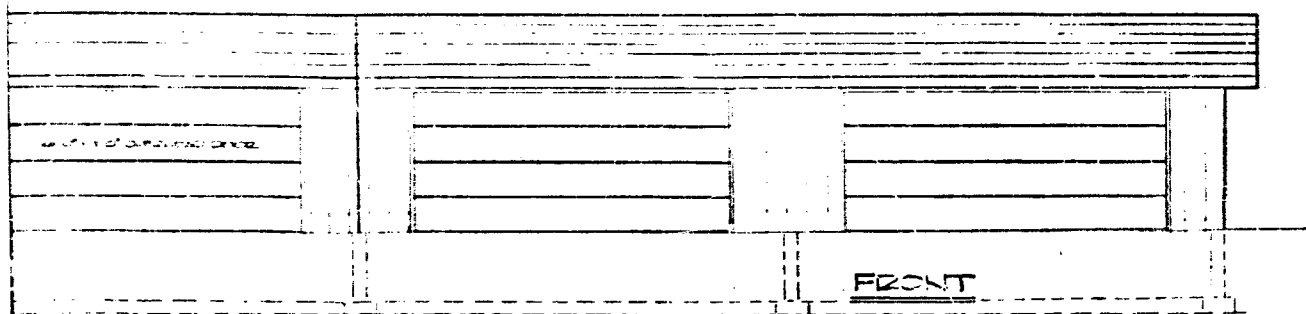
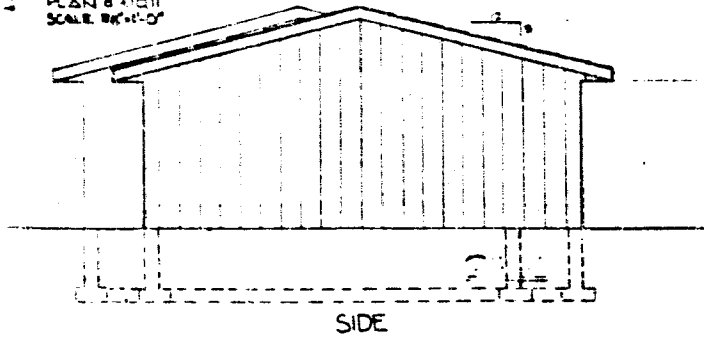
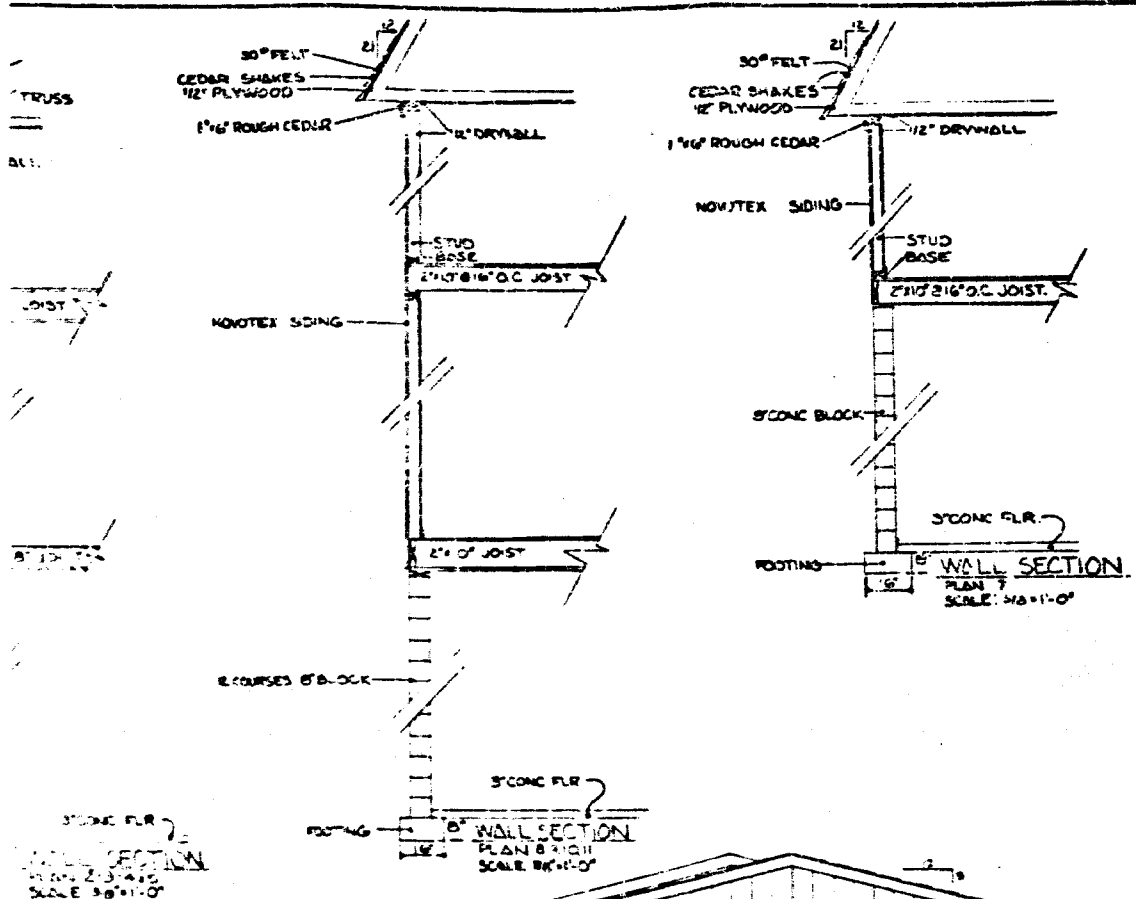
14) The Board of Administrators shall have the right of access to each apartment at all reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any common elements accessible from within any apartment, and to insure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

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

EXECUTED this 17th day of December, 1971

HAL GROVE, INC.





SECOND AMENDMENT TO MASTER DEED
CREATING
OAKTOWNE SQUARE CONDOMINIUM PROPERTY REGIME

The undersigned are the owners of more than 75 percent of both the number and of the basic value of the apartments in the foregoing named condominium created by Master Deed, recorded in Deed Book 1445, Page 563, as partially amended by First Amendment recorded in Miscellaneous Book 546, Page 607, in the Register of Deeds of Douglas County, Nebraska and hereby partially amend said Master Deed as follows:

1) Paragraph 7 f) of said Master Deed is hereby amended to delete the entire subparagraph f) of Paragraph 7.

2) Except as above provided, said original Master Deed as previously amended remains unchanged and in full force and effect.

EXECUTED this 9th day of September, 1985.

All of the following described unit numbers refer to Apartment numbers in Oaktowne Square Condominium Property Regime in Douglas County, Nebraska:

AMENDMENT OF THE MASTER DEED T S E OUT PARAGRAPH 7F

BOOK 755 PAGE 345

NAME	UNIT #
<u>Ann J. Mauer</u> SINGLE PERSON	<u>47 E-4-Plot</u>
<u>Shirley Woodham</u> SINGLE PERSON	<u>48-E-4-Plot</u>
<u>Marlene P. Baker</u> SINGLE PERSON	<u>44-W-4-Plot</u>
<u>Wm MacCort</u> SINGLE PERSON	<u>42 W-4-Plot</u>
<u>Lucinda M. Mays</u> SINGLE PERSON	<u>46-E-4-Plot</u>
<u>[Illegible]</u> SINGLE PERSON	<u>35</u>
<u>Jane M. Baker</u> SINGLE PERSON	<u>39</u>
<u>Sus. H. [Illegible]</u> SINGLE PER	<u>30</u>
<u>Carol J. Yelton</u> SINGLE PERSON	<u>38</u>
<u>[Illegible]</u> SINGLE PERSON	<u>14</u>
<u>[Illegible]</u> SINGLE PERSON	<u>16</u>
<u>Marjorie M. Hansen</u> SINGLE PERSON	<u>12</u>
<u>[Illegible]</u> SINGLE PERSON	<u>32</u>
<u>[Illegible]</u> SINGLE PERSON	<u>5</u>
<u>[Illegible]</u> SINGLE PERSON	<u>7</u>
<u>Darryl Wilson</u> SINGLE PER.	<u>19</u>
<u>Robert J. Hill</u> SINGLE PERSON	<u>1</u>
<u>Helen G. Hogan</u> SINGLE PERSON	<u>38</u>
<u>[Illegible]</u> SINGLE PERSON	<u>33</u>

AMENDMENT OF THE MASTER DEED TO STRIKE OUT PARAGRAPH 7F

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NAME	UNIT #
<i>[Faint handwritten name]</i> SINGLE PERSON	13
<i>[Faint handwritten name]</i> SINGLE PERSON	28
<i>Patricia Mooney</i> SINGLE PERSON	27
<i>Al Bean</i> <i>Therese Bean</i> WIFE & HUSBAND	11
<i>[Faint handwritten name]</i> <i>[Faint handwritten name]</i> WIFE & HUSBAND	15
<i>John DeCastello</i> <i>[Faint handwritten name]</i> WIFE & HUSBAND	10
<i>[Faint handwritten name]</i> <i>[Faint handwritten name]</i> WIFE & HUSBAND	9
<i>Ralph A. Lari</i> <i>[Faint handwritten name]</i> WIFE & HUSBAND	10
<i>[Faint handwritten name]</i> <i>[Faint handwritten name]</i> WIFE & HUSBAND	8
<i>[Faint handwritten name]</i> <i>[Faint handwritten name]</i> WIFE & HUSBAND	2
<i>[Faint handwritten name]</i> <i>[Faint handwritten name]</i> WIFE & HUSBAND	4
<i>[Faint handwritten name]</i> <i>[Faint handwritten name]</i> WIFE & HUSBAND	.
<i>[Faint handwritten name]</i> <i>[Faint handwritten name]</i> WIFE & HUSBAND	17

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AMENDMENT OF THE MASTER DEED TO STRIKE OUT PARAGRAPH 7F

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NAME	UNIT #
<i>Frank Harford</i>	
WIFE & HUSBAND	<u>18</u>
<i>R. J. Zeigler</i>	
WIFE & HUSBAND	<u>21</u>
<i>...</i>	
WIFE & HUSBAND	<u>23</u>
<i>Warren & Becker</i>	
WIFE & HUSBAND	<u>22</u>
<i>Delma J. Helling</i>	
WIFE & HUSBAND	<u>26</u>
<i>...</i>	
WIFE & HUSBAND	<u>30</u>
<i>...</i>	
WIFE & HUSBAND	

