BOUR 1721 PAGE 280

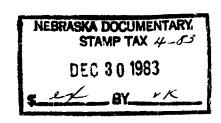
MASTER DEED

THIS MASTER DEED AND DECLARATION made this 27th day of December, 1983 by Twin Towers Limited Partnership, a Nebraska Limited Partnership, Forrest R. Michals, Jr., and their successors and Assigns (including, but not limited to, H. Michael and Betty F. Cutler) herein called the "Developer", for itself, its successors, grantees and assigns,

WITNESSETH:

- 1. The purpose of this Master Deed is to submit the lands herein described in Douglas County, Nebraska and the improvements built or to be built thereon to the condominium form of ownership and use in the manner provided by Sections 76-801, et seq., R.R.S. Nebraska (herein called the "Condominium Act"), and the name by which this condominium is to be identified is Twin Towers Condominium.
- 2. The lands owned by the Developer which are hereby submitted to the condominium regime consist of two ten-story Towers and certain surrounding grounds as described and shown on the attached Exhibit A, pages 1-54, subject to an easement in favor of the Owners Association and the Developer for purposes of repairing, constructing and gaining reasonable access to units (Apartments) in the condominium and subject further to an easement for installation and maintenance of public utilities serving the condominium.
- 3. The definitions set forth in Section 76-802, R.R.S. Nebraska shall govern this Master Deed and the attached Bylaws.
- 4. The condominium consists of two buildings; the South Tower consisting of ten stories plus concourse and basement levels and the North Tower consisting of an underground level, a ground floor lobby plus ten stories. The two buildings will contain a total of 144 apartments as shown on Exhibit B. Any Apartment unit not designated commercial on the attached Exhibits may only be used for residential purposes. The condominium also includes parking areas, gardens and landscaping.

The Developer on behalf of itself and its successors reserves the following rights with respect to the condominium:



- (a) With respect to the South tower the following rights are reserved:
 - (1) The right to subdivide the penthouse units on the tenth floor and dedicate common or limited common space to the Association as may be necessary to effect the subdividing.
 - (2) The right to subdivide areas designated on the attached Exhibits as commercial space (comm.) and to dedicate common or limited common space to the Association as may be necessary to effect same.
 - (3) The right to lease or sublease the Apartment units for any lawful purpose.
 - (4) Developer reserves for itself and the owner of abutting units the right to construct connecting doors and hallways between abutting units and to thereby combine Apartment units provided any such construction or reconstruction does not in any way endanger the structural integrity of the condominium and provided further written notice including the plans for any such construction or reconstruction are submitted to the Association Board at least thirty (30) days before it is commenced.
 - (5) The right to convert Apartment units designated as commercial to residential purposes.
- (b) With respect to the North tower the following rights are reserved:
 - (1) The right to subdivide areas designated on the attached Exhibits as commercial space (Comm.) and dedicate portions to the Association as common or limited common space as may be necessary to effect same.
 - (2) The right to lease or sublease the Apartment units for any lawful purpose.
 - (3) Developer reserves the right to exclude the North tower and the common and limited area

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abutting it to the west, north and east including all property within the boundaries as shown on page 2 of Exhibit A subject to an easement for ingress and egress in favor of the occupants of the south tower and subject further to the obligation of the remaining condominium to continue to provide utility services including heat, water, sewers and electricity from the power plants and fixtures located in the South tower; provided the north tower pays its proportionate share of the cost of energy or services consumed in the north tower and provided further the north tower shall remain subject to assessment for the cost of maintenance, repair and replacement of said power plants and related utility fixtures on a percentage equal to the North tower's share of common expense liability at the time of severance.

- (4) The Developer reserves the right to subdivide the basement level unit into individual parking stall units when permitted to do so by law and to dedicate common and limited common areas to the Association to effect the subdividing. Subdividing may be attempted pursuant to the attached Exhibit C or in any other means the Developer deems appropriate.
- (5) Developer reserves the right to subdivide and dedicate common and limited common areas on floors one through seven and ten and further to convert same to residential use. Such subdividing may be done pursuant to Exhibits D. E. and F or in any manner the Developer deems appropriate.
- (c) In addition to the above reserved rights and rights otherwise reserved within this Master Dead, the Developer further reserves the right to subdivide units generally and further to add all or any portion of the property to the east of the condominium as shown on the attached Exhibit G and further reserves the right to construct an Apartment unit or units thereon for any lawful purpose including, but not limited to, parking and to dedicate common and limited common ground as may be necessary to effect such purposes. Any Apartment units added shall bear a percentage of value for assessment and voting purposes which most approximate

the existing relative values for similarly used units and all values shall be adjusted accordingly.

- (d) With respect to subdividing or combining of any apartment unit or units pursuant to powers set forth in paragraphs (a) through (c) above, the resulting units shall bear pro rata the percentage of basic value assigned to the original subdivided space or combined notwithstanding the creation or dedication of any additional common or limited common areas.
- (e) Developer reserves the right to assign limited common area parking stalls to individual Apartment units.
- (f) In each case, any reserved developer right must be exercised before the end of ten years from creation of this condominium regime.

The total floor area of all buildings aggregates 254,460 square feet of which 194,895 square feet are contained with apartment units. The total land area aggregates 37,536 square feet. Said buildings and improvements, together with their location on the land and the area and location of each Apartment unit, are more particularly described in the Exhibits which are attached hereto and recorded with this Master Deed.

5. Except as otherwise provided, the general common elements of the condominium shall be for the use of occupants of the condominium, their guests and invitees and shall be maintained by the Association.

The general common elements include and shall consist of:

Hallways, elevators, stairways, laundry areas and all of the land on which the buildings stand, including all of the surrounding lands embraced within the legal description specified above; restrooms, the exterior surfaces of all apartment buildings including exterior screening, window glass, excluding entry doors and patio (balcony) doors but including the foundations, exterior walls and party walls, roofs, yards and gardens, excluding balconies, decks, patios, and equipment that may be included within individual apartments, drives, walks, parking areas and all parts of the property and improvements which are not located within the interior

of the apartments as shown on the attached plans; common gas and water meters and distribution systems, electrical and plumbing systems, cooling and heating systems, hot-water heaters and common chimney flues used by more than one apartment.

The limited common elements shall generally be maintained by the Association and include: any area designated as such on the attached Exhibits, assigned parking, if any, decks, patios, balconies, terraces, entry doors and patio (balcony) doors, shall be maintained by the Association except balcony and deck carpet if any and the interior finish of any door must be maintained by each owner the element is assigned or attached to.

Each co-owner shall be responsible for the repair, maintenance and replacement of the interior of his apartment.

The only common area maintenance of exterior doors shall be the painting or finishing of the exterior surfaces thereof. If any co-owner fails to make all reasonable and necessary repairs and replacements of the parts of his apartment and the limited common elements as above provided, then the Association may, but shall not be obligated to perform such work, invoice the owner for the cost thereof and secure and enforce a claim and lien therefor against the co-owner and his apartment in like manner as a delinquent assessment for common expenses. Common elements shall also include any units or areas owned by the Association including the area on the concourse level designated as the Recreation Area and Developer reserves the right to enlarge the Recreation Area by further dedication.

- 6. The total basic value of the entire condominium regime is \$987,571.00 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 and votes are as shown on the attached Exhibit B.
- 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) Twin Towers Condominium Association, a Nebraska nonprofit 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 Bylaws of said Association are also the Bylaws of this condominium regime and are attached hereto.
- (b) The common elements are for the use and enjoyment of all co-owners. The ownership of the common elements shall remain undivided, and no person or co-owner shall bring any action for the partition or division of the common elements, provided however, the limited common elements shall be for the exclusive use and enjoyment of the owners of units to which they are assigned or appurtenant and parking stalls deemed limited common elements may be separately assigned to other unit owners. Limited common area hallways are exclusively for the use and benefit of occupants and authorized visitors on the floor where they are located. The Association shall from time to time establish reasonable 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 Bylaws. Assessments paid within 3.0 days after the date when due shall not bear interest, but all sums not paid within said 10-day period shall bear interest at the highest legal contract rate from due date until paid. If any co-owner shall fail or refuse to make any payment of such assessments when due, the amount thereof plus interest shall constitute a lien upon the co-owner's interest in his apartment and in the property and, upon the recording of such lien by the Association in the Register of Deeds of the county wherein the condominium

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is located, such amount shall constitute a lien prior and preferred over all other liens and encumbrances, except previous filed Association assessments, liens and charges for taxes past due and unpaid on the apartment except as otherwise provided for by law.

Certain portions of the Condominium encroach upon public right of-way and require the payment of lease payments to the City of Omaha. The Association shall bear that expense as a common expense.

To the extent the utility use is separately metered or measured, the individual unit owner shall be responsible for obtaining and paying for such service. Utilities consumed by or used in the common areas and utilities not separately metered shall be a common expense which the Association may charge to the unit owners based upon their percentage of value in the Association in the form of annual or monthly assessments. The condominium regime is served by a common gas main. Energy utilized for heating of apartment units may be measured by the Developer, the Association or its contractors and billed monthly based upon any reasonable method of measured usage or, if the meter is not operational, upon allocations for previous periods and any information available for the current period. The unit owner shall pay any bill not later than ten (10) days after receipt unless it provides otherwise. Should any unit owner fail to so pay, the Association shall have a lien against the unit for the dollar amount of any outstanding and unpaid bills for natural gas use, and shall have the right to record notice of such lien as though it were an assessment lien in the Register of Deeds. The Association shall further have the right to deny service to any apartment unit which fails to pay for such service for a period of more than thirty (30) days after the same is due.

- (c) Each co-owner shall be responsible to:
- (i) maintain, repair and replace at his expense all portions of his apartment which are not included in the definition of common elements and those limited common elements which owners are expressly required to maintain pursuant to paragraph 5;
- (ii) refrain from painting, decorating or changing the appearance of any portion of the

exterior of the condominium building, unless approved by the Association in writing; and,

- (iii) promptly report to the Association any defect or need for repairs which are the responsibility of the Association.
- (d) Each apartment used for residential use shall be used and occupied only by one family, its servants and guests as a residence and for no other purpose. No apartment may be subdivided into a smaller unit, or any portion thereof sold or transferred except pursuant to Reserved Rights set forth in paragraph 4.
- (e) No practice or use shall be permitted on the condominium property or in any apartment which shall be a material annoyance to other co-owners or residents of the area or which shall interfere with their peaceful use and enjoyment of their property. All portions of the property and of the apartments shall be kept clean and sanitary and no use thereof shall be made which constitutes a violation of any laws, zoning ordinances, governmental regulations or regulations of the Association.
- (f) Each co-owner before selling or leasing his apartment or any interest therein shall have give notice to the Association specifying the names and current addresses of such buyers or lessees, and in the case of a lease, a statement signed by the landlord and lessee stating who shall pay the Association Assessments. Any such statement or contract shall not relieve the owner of the obligation to pay assessments. The above provisions regarding notice of transfers shall not apply to acquisition or ownership through foreclosure of a mortgage upon an apartment. This provision shall not be construed as a limitation on an owner's right to alienate his or her unit, provided this section shall have been complied with.
- (g) Unless a greater number is required by law, co-owners representing two-thirds or more of the total basic value of the condominium may at any time in writing duly acknowledged and recorded effect an amendment to this Master Deed or the Bylaws of said condominium which are attached hereto, provided that

such changes shall not bind any then existing mortgages of record against the individual units unless they consent to such change in writing.

- (h) This condominium regime may be terminated or waived by written agreement of co-owners representing three-fourths or more if required by law of the total basic value of the condominium and by all holders of liens of record created after creation of this condominium regime, which agreement shall be acknowledged and recorded in the Register of Deeds; termination shall be effective as of recording date. Following termination, the property may be judicially partitioned and sold upon the petition of any co-owner, but if co-owners representing three-fourths of the total basic value of the condominium agree in writing to sell or otherwise dispose of the condominium property, then all co-owners shall be bound to execute such deeds or other documents reasonably necessary to effect such sale or disposition when and as required by the Board of Directors of the Association. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition. In no event may the condominium property be sold or otherwise disposed of without the prior termination or waiver of the regime, unless such sale or disposition is approved in writing by co-owners representing 75% of the total basic value of the condominium and by the holders of all mortgages of record covering any apartments within the condominium. Except as otherwise provided herein, there shall be no reduction or deletion or conveyance of the common elements without the prior written consent of the holders of all mortgages of record against any apartments within the condominium.
- (i) Household pets will be subject to regulation, restriction, exclusion and special assessment, as may be determined by the Association from time to time. No garbage cans or trash receptacles are to be permitted outside unless sponsored and maintained by the Association. Private barbecue grills may not be used in the general common areas, and outside use or storage of barbecue grills will be subject to regulation, restriction or exclusion by the Association. Automobile parking will be subject to regulation and restriction by the Association.

- (j) All notices required hereby shall be in writing and sent by certified or registered mail, return receipt requested:
 - (i) to a co-owner at his last known address on the books of the Association; and
 - (ii) to the condominium or the Association at the registered office of the Association.
- (k) The Developer reserves the right to use any apartments owned by it as model units, business and sales offices and closing facilities until completion of sales by the Developer of all apartments to be conveyed within this condominium and adjoining property or condominiums.
- (1) Notwithstanding any statement to the contrary, until the latter of: (a) December 31, 1990; or, (b) sixty (60) days after conveyance of ninety percent of the Apartment units; or, (c) two years after all declarants have ceased to offer Apartment units for sale in the ordinary course of business; or until the Developer or its successor in writing waives its right to do so, the Administrators of the condominium shall be elected solely by the Developer, except as otherwise provided by law.
- (m) Upon conveyance of any unit from the Developer, an initiation fee as established by the Association Board, not to exceed \$1.50, shall be due and owing to the Association, independent of any assessment.
- (n) The Association shall indemnify and hold its Directors harmless from any expense or liability except as may result from gross malfeasance.
- 8. To the extent any portion or provision of this Master Deed shall be in any way enjoined or declared invalid or unenforceable the balance shall remain in full force and effect.

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Execution of Master Deed for Twin Towers Condominium

TWIN TOWERS LIMITED PARTNERSHIP, a Nebraska Limited Partnership,

By Hourt Polit III ale A. Forrest Robert Michals, Si.

ACKNOWLEDGEMENT

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

Before me, a notary public, personally came Forrest Robert Michals, Sr., Managing General Partner of Twin Towers Limited Partnership, a Nebraska limited partnership.

of Witness my hand and notarial seal on this 30 day

Notary Public

ESELOTTE GREGG

GENERAL ROTARIAL

STATE OF MESTASKA

GOOMISSION EXPINES
1 EBRUARY 18, 1997

The above Master Deed and attached Bylaws relating to Twin Towers Condominium are hereby ratified. By Forrest Robert Michals, Jr.	
ACKNOWLEUGEMENT	
STATE OF NEBRASKA)) ss.	
COUNTY OF DOUGLAS)	
Before me, a notary public, personally came Forrest Robert Michals, Jr.	
of Lecember, 1983. Witness my hand and notarial seal on this 30th day of Lecember, 1983. Landla to a Normick	
Notary Public	

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BYLAWS

- 1. These are the Bylaws of TWIN TOWERS CONDOMINIUM ASSOCIATION, a Nebraska nonprofit corporation with its registered office at 1650 Farnam Street, Omaha, Nebraska 68102 (c/o James D. Sherrets). These are also the Bylaws of the TWIN TOWERS CONDOMINIUM.
- 2. Seal. The corporate seal shall bear the name of the corporation and the words "Corporate Seal."
- This corporation has been organized to Members. provide a means of management for the above-described condominium. Membership in the Association is automatically granted and restricted to record owners of apartments in said condominium regime. The vote on behalf of an apartment shall be in person by the record owner thereof, but if an apartment is owned by more than one person or by a corporation or other entity, such vote shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. No other form of proxy voting will be permitted. Fach apartment shall be entitled to the number of votes equaling the total dollar basic value assigned to such apartment in the Master Peed and Declaration creating the condominium regime as it may be amended from time to time.
- 4. The Annual Members' Meeting will be held 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. Said annual meeting shall be held on the second Tuesday of January at 7:30 P.M. each year in the Recreation Room located on the concourse level or such other location as may be determined by the Board of Administrators.
- 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 10 days' written notice delivered or mailed to each apartment. Notices may be waived either before or after the meeting.

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- 6. The President shall preside over members' meetings, and the Secretary shall keep the minute book wherein the resolutions shall be recorded.
- 7. A Ouorum for members' meetings shall consist of persons owning a majority of the total basic value of the condominium regime, but a meeting consisting of less than a quorum may by majority vote adjourn the meeting from time to time without further notice. The affirmative vote of persons owning a majority of the total basic value of the condominium shall be required to adopt a decision on the part of the members.
- The Affairs of the Association shall be managed by a Board of not less than three nor more than five Administrators (also known as Directors), who need not be Apartment unit owners and who shall be elected by the members at each annual meeting of the members. Vacancies occurring in the Board shall be filled by the remaining Administrators. Notwithstanding the foregoing, until the latter of: (a) December 31, 1990; (b) sixty days after conveyance of ninet percent of the Apartment units; or, (c) two years after all declarants have ceased to offer Apartment units for sale in the ordinary course of business; or until the "Developer" as that term is defined in the Master Deed, elects in writing to waive its right to elect the Administrators (whichever shall first occur), the Administrators of the Association shall be elected and may be removed solely by the Developer. After relinquishment of control by the Developer, any Administrator may be removed by a majority vote of the members, and the vacancy thus created may be filled by the members. The normal term of each Administrator shall be until the next annual meeting of the members or until his successor is duly elected and qualified. A majority of the Administrators shall constitute a quorum, and a majority vote of Administrators present at a meeting comprising a quorum shall constitute the act of the Administrators and of the Association. The Board of Administrators shall have authority for the care, upkeep and surveillance of the condominium buildings and its general or limited common elements or services and also the designation and dismissal of the personnel necessary therefor. Administrators shall receive no compensation for serving on the Board unless approved by the holders of a majority of the basic value in the condominium. Compensation 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 or any third person.

- 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 to the Board members.
- 10. The Officers of the corporation shall be elected by the Administrators. Compensation, if any, of officers shall be fixed by the Administrators. Any person may hold two or more offices. The officers of the Association shall consist of a President, Vice President, Secretary and Treasurer and such additional officers as the Administrators shall deem necessary from time to time.
 - (a) The President (or the Vice President in the absence or disability of the President) shall be the chief executive officer of the company; shall preside at meetings of members and Administrators; shall execute all contracts and instruments; shall have general management of corporate affairs; and shall carry out all orders of the Board of Administrators.
 - (b) The Secretary shall record the minutes of meetings of Administrators and members; shall have custody of the corporate seal and affix it to such instruments as are authorized by the Administrators; and shall perform such other duties prescribed by the President or the Administrators.
 - (c) The Treasurer shall have custody of corporate funds and securities; shall account for all corporate receipts and disbursements; and shall perform such other duties prescribed by the President or the Administrators.
- 11. Budget. The Board of Administrators may adopt a budget for each fiscal year which may include the estimate of funds required to defray common expenses in the coming year and to provide funds for current expenses, reserves for deferred maintenance, reserves for replacement, and reserves to provide a working fund or to meet anticipated losses. The

budget, if any, shall be adopted in the eleventh month of each fiscal year for the coming fiscal year, and copies of the budget and proposed assessments shall be sent to each owner on or before the last day of the fiscal year preceding the year for which the budget is made. Budgets may be amended during a current year where necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each owner as promptly as possible. Except as other provided in the Master Deed, 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 \$3,000.00 unless and until such proposal is approved in writing by co-owners representing at least three-fourths of the total basic value of the condominium.

- Assessments against each apartment owner for such common expenses shall be made annually on or before the fiscal year end preceding the year for which assessments are The annual assessments shall be due in 12 equal, monthly payments on the first day of each month. assessments to be levied against each apartment shall be such apartment's pro rata share of the total annual budget based upon the percentage share of such apartment's basic value as set forth in the Master Deed establishing the condominium. In case of an amended budget as provided in Article 11, the amended assessment shall be payable at the times specified in the notice of the amended assessment sent to each owner. If any co-owner shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the co-owner in his apartment, and the Administrators may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be privileged over and prior to all liens and encumbrances except assessments, and liens and charges for taxes past due and unpaid on the apartment except as otherwise provided by law. Assessments delinquent more than 10 days after the due date shall bear interest at the highest legal contract rate from the due date until paid. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due, payable and delinquent.
- 13. <u>Insurance</u>. Before any Apartment unit is conveyed, fire and extended coverage 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 common elements in an amount equal to the full insurable value thereof (excluding foundation, walks, drives and excavation costs) as determined annually by the Association, but with co-insurance clauses being permitted. In addition, insurance shall be procured for workmen's compensation coverage (where applicable) and at least \$100,000/\$300,000 B.I. and \$50,000 P.D. public liability insurance covering the common elements and such other insurance as the Association may deem advisable from time to time. Insurance premiums shall be deemed common element expense. The Association is hereby irrevocably appointed agent for each apartment co-owner and his mortgagee to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims without joinder by the co-owner or his mortgagees. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds of the value of the buildings and improvements. In such case, and unless otherwise agreed upon in writing by co-owners representing three-fourths of the total basic value of the condominium within 120 days after such damage or destruction, the condominium regime shall be deemed waived, and the property shall be subject to a partition action and may be sold, and the proceeds, along with the insurance indemnity, if any, shall be credited to each apartment co-owner in accordance with his percentage interest specified in the Master Deed, and said sums shall be first applied towards satisfaction of any recorded first mortgage against each apartment, next towards satisfaction of junior recorded liens in order of their priority, and the remainder paid to each apartment owner. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a common element expense to be assessed and collected by the Association from the co-owners; provided, however, that in such case of underinsurance, 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

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common element working fund. Each apartment co-owner may obtain additional insurance at his expense and is encouraged though not required to obtain individual and contents, improvement and betterment coverage against any loss to the interior of any unit.

- 14. The Board of Administrators shall have the right of access to each apartment at all reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any common elements accessible from within any apartment, and to insure compliance by co-owner with all of his duries under the condominium regime.
- 15. These Bylaws and the system of administration set out herein may be amended by co-owners representing at least two-thirds of the total basic value of the condominium regime as set forth in the Master Deed, but each such amendment shall embody all of the required provisions set forth in 76-815, R.R.S. Nebraska. Such amendment shall be executed and acknowledged by the President and attested by the Secretary of the Association and shall be operative upon the recording of such amendment in the Office of the Register of Deeds of Douglas County, Nebraska in the same manner as the Master Deed and these original Bylaws.

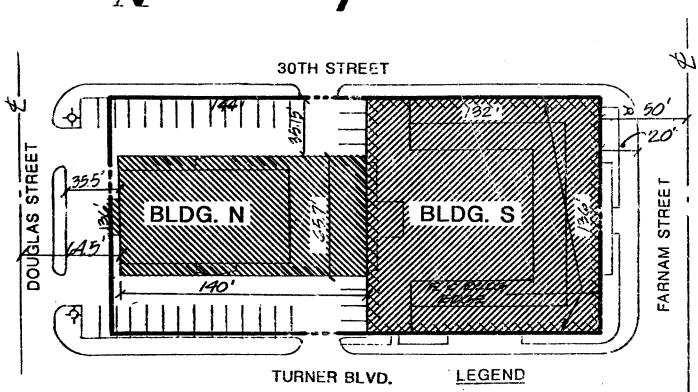
EXHIBIT "A"

TWIN TOWERS CONDOMINIUM

PROPERTY REGIME

LEGAL DESCRIPTION

LOTS EIGHT (8) THROUGH TWELVE (12) INCLUSIVE OF BLOCK ONE (1), SUMMIT PLACE, A PLATTED AND RECORDED ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, INCLUDING AREAWAY AND SUBWAY ENCROACHMENTS.



SITE PLAN

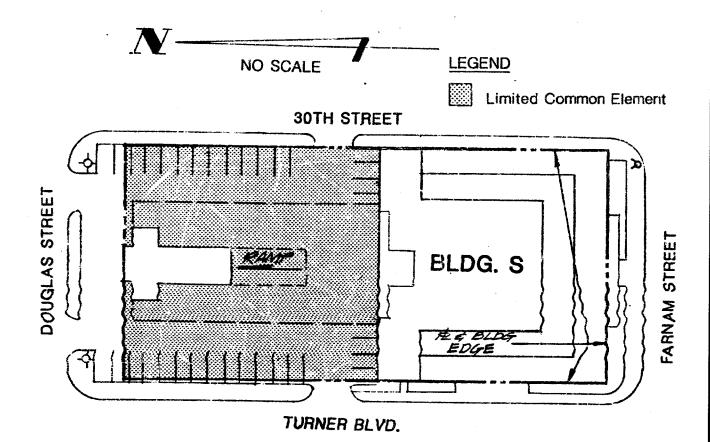
S= SOUTH BUILDING N=NORTH BUILDING

no scale

I, the undersigned, William L. Jacobsen, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the plans attached hereto, pages / through <u>54</u>, inclusive, show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited, common areas. This Certification made in accordance with R.R.S. Nebr. 76-810.

Dated this 26 day of December, 1983.

"EXHIBIT "A" TWIN TOWERS CONDOMINIUM PROPRERTY REGIME LIMITED COMMON AREA PLAT



SITE PLAN

no scale

1, the undersigned, William L. Jacobsen, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the plans attached hereto, pages through, inclusive, show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited, common areas. This Certification made in accordance with R.R.S. Nebr. 76-810.

1 K

AHNAM STREET

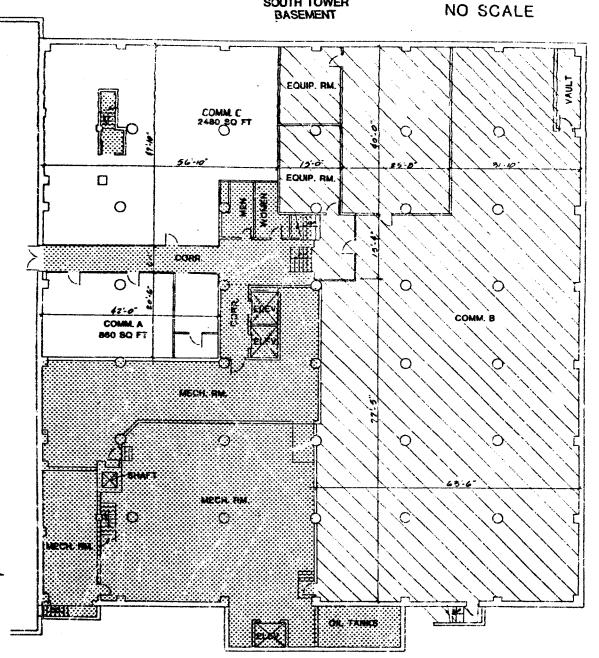


TWIN TOWERS CONDOMINIUM

PROPERTY REGIME

BUILDING S

SOUTH TOWER NO SCALE



TYPICAL UNIT DESIGNATION

LEGEND

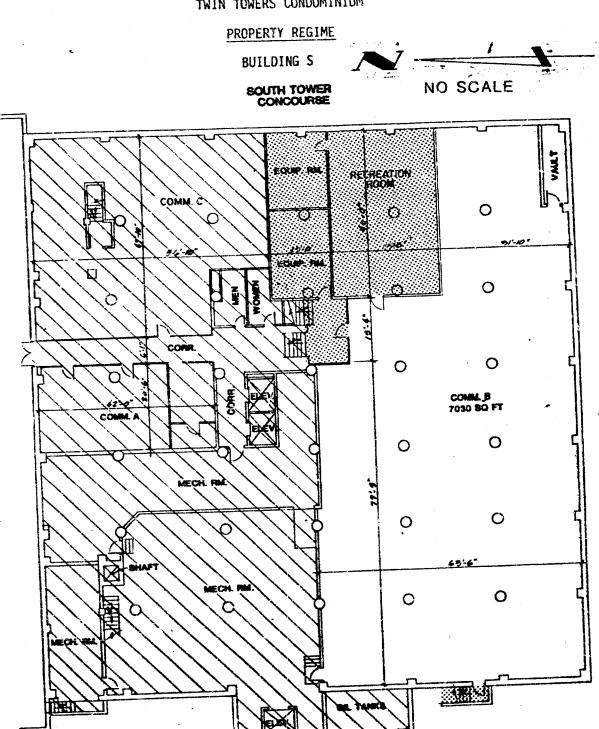
2C) - Apartment Unit Number

BUILDING TYPE OF UNIT

BODH 1721 FAGE 301

EXHIBIT "A"

TWIN TOWERS CONDOMINIUM



TYPICAL UNIT DESIGNATION

TYPE OF UNIT

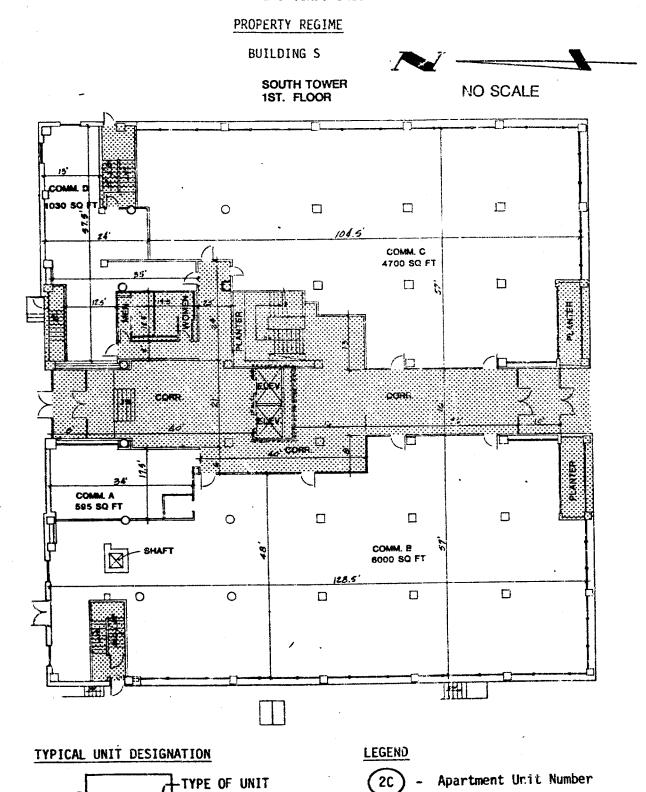
LEGEND

20

Apartment Unit Number

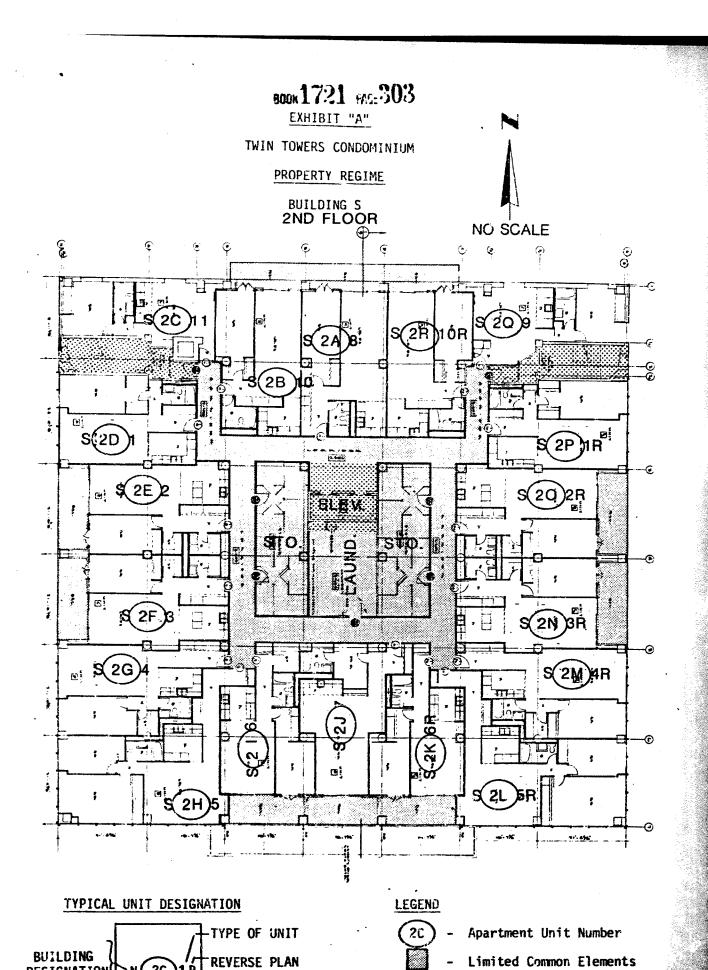
EXHIBIT "A"

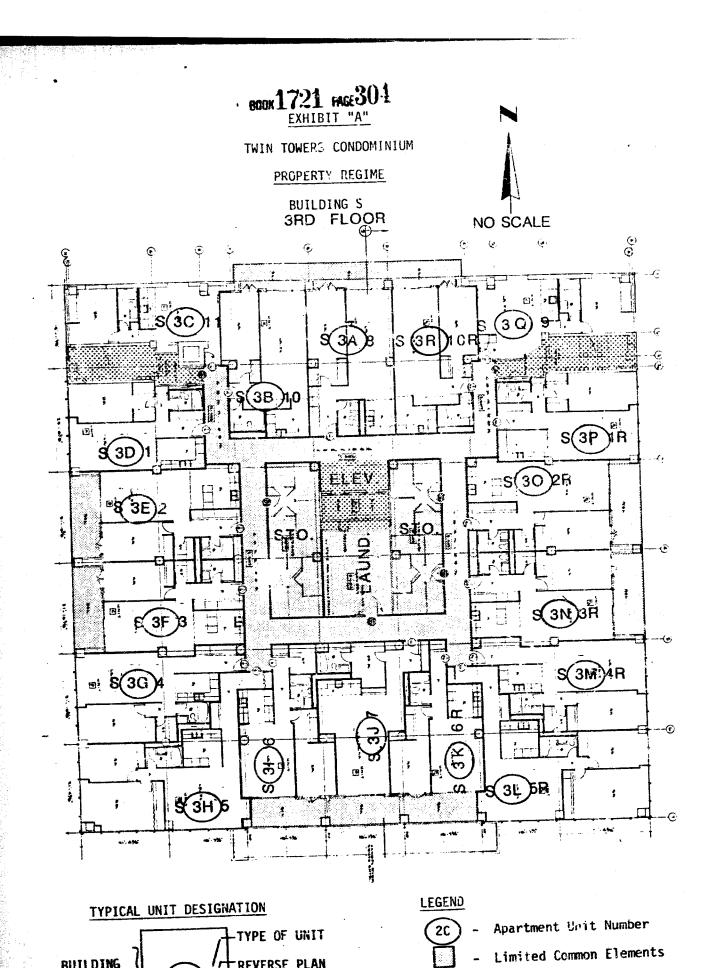
TWIN TOWERS CONDOMINIUM

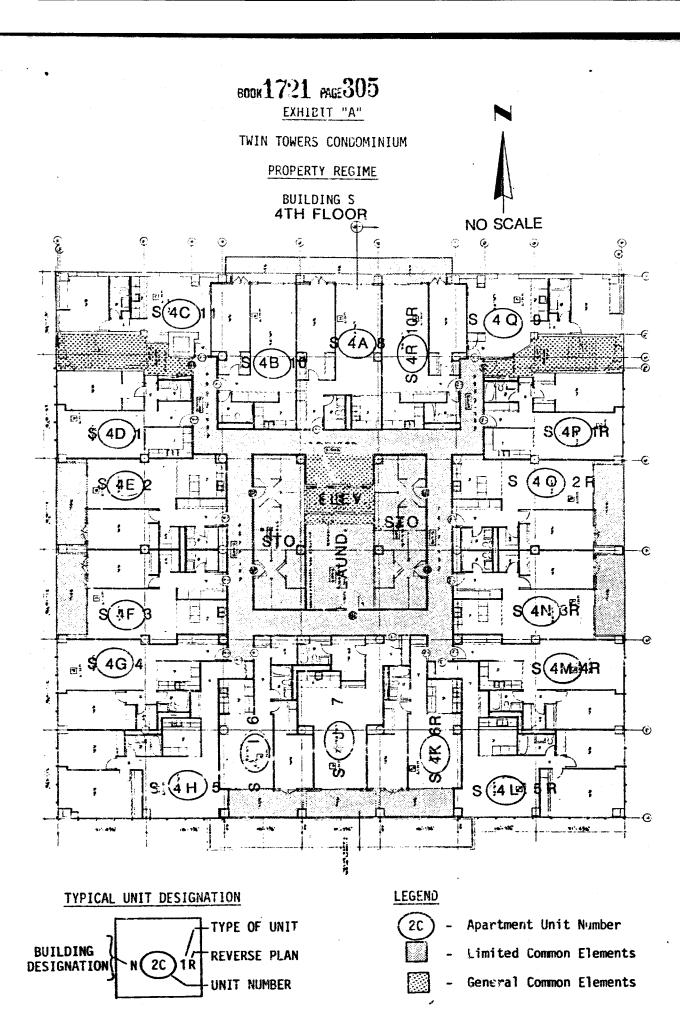


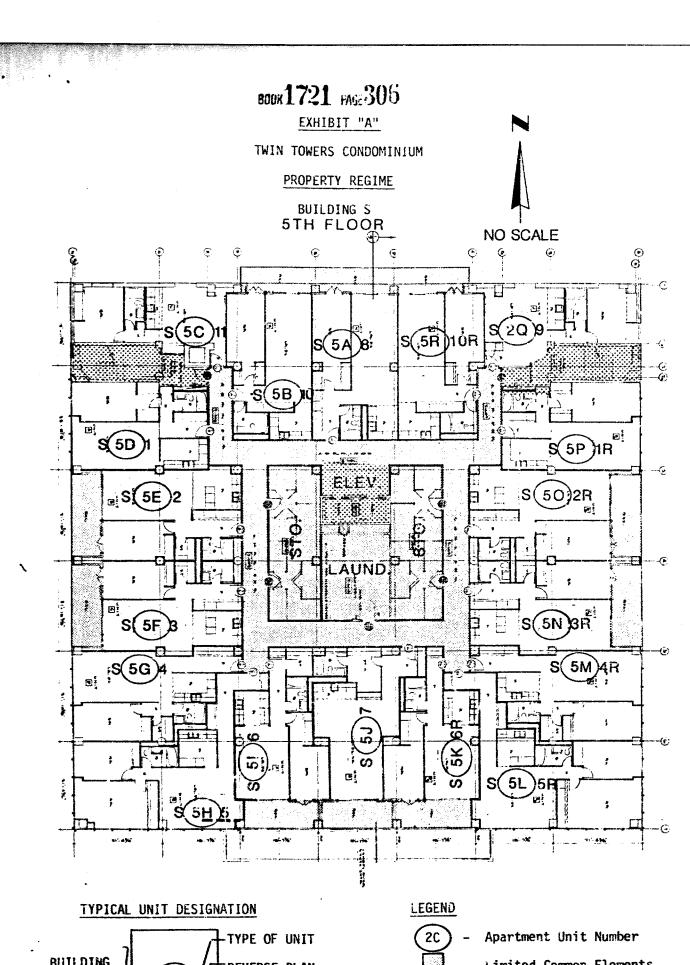
Limited Common Elements

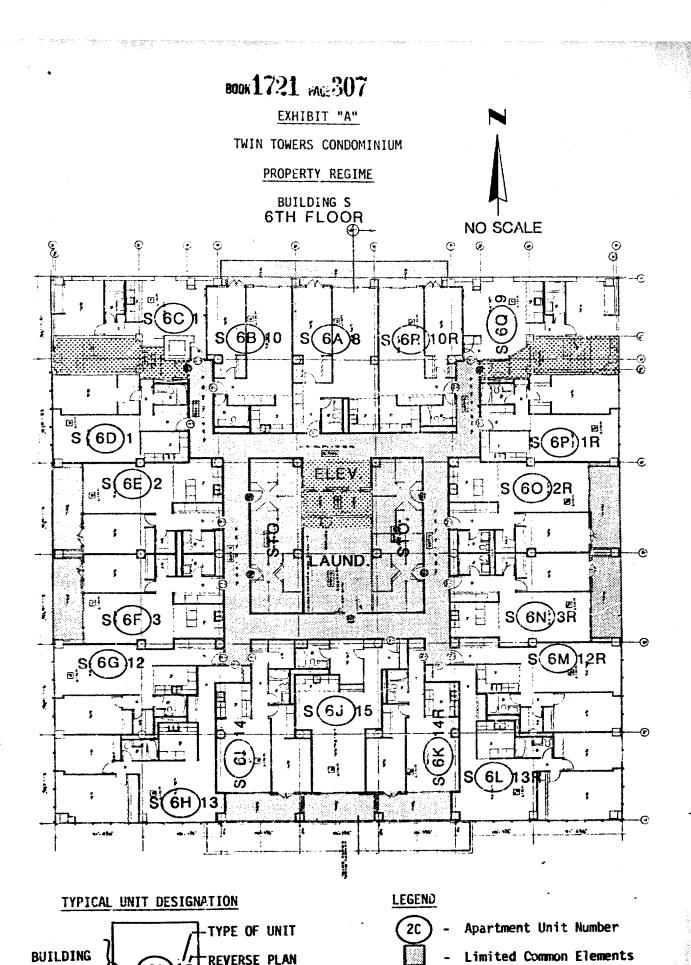
BUILDING

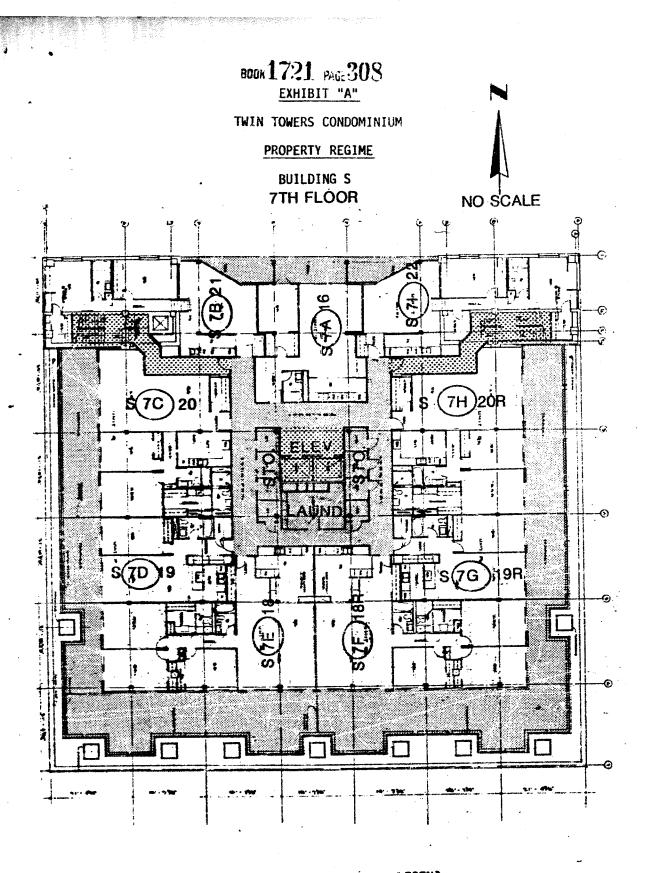










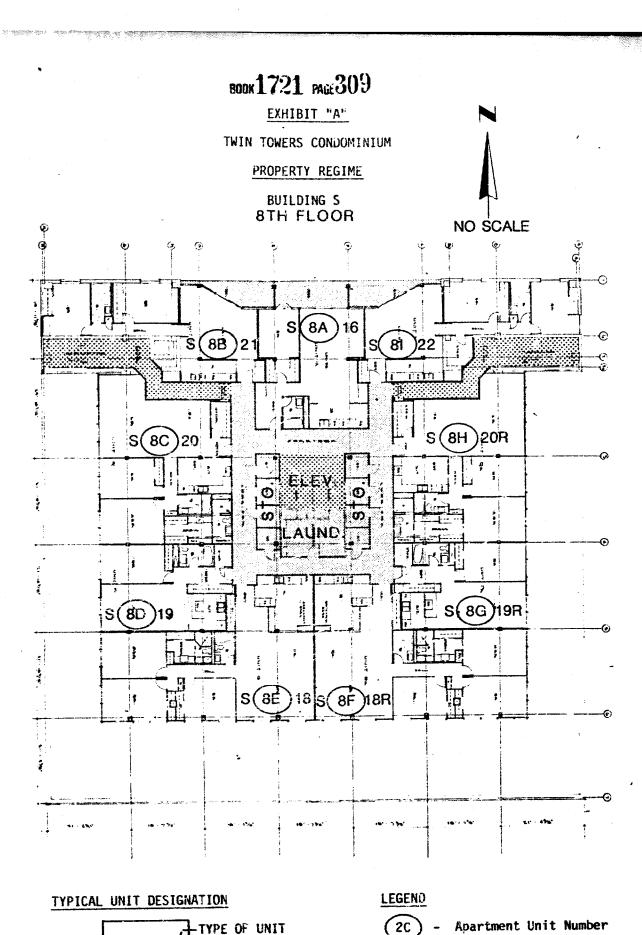


TYPICAL UNIT DESIGNATION TYPE OF UNIT BUILDING TYPE OF UNIT

LEGEND

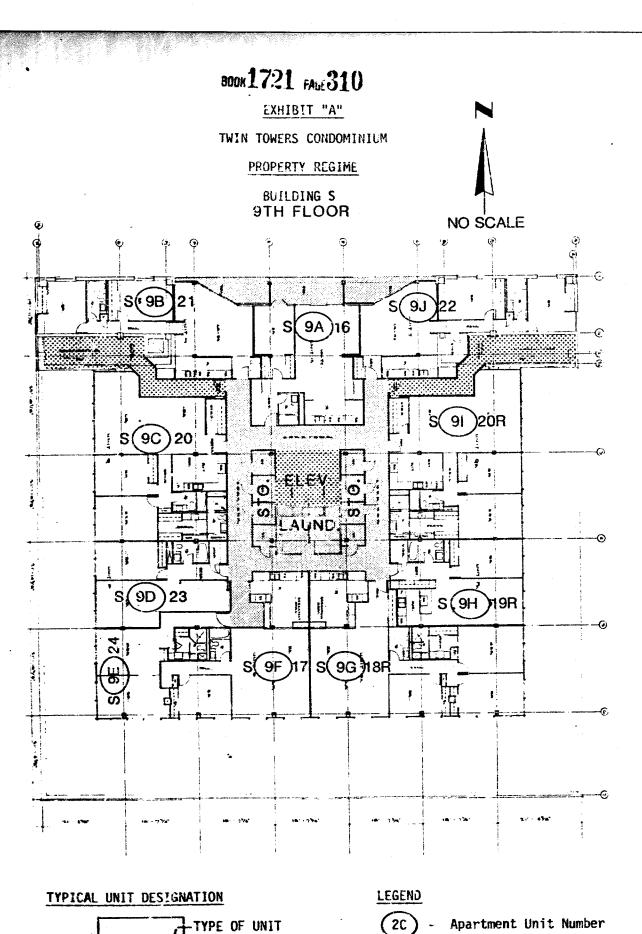


- Limited Common Elements



Limited Common Flements

BUTT DING



800x 1721 PAGE 311

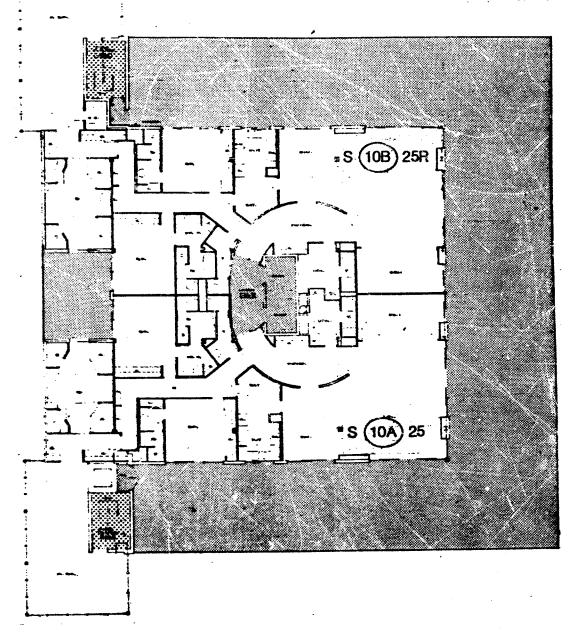
EXHIBIT "A"

TWIN TOWERS CONDOMINIUM

PROPERTY REGIME

BUILDING S 10TH FLOOR





TYPICAL UNIT DESIGNATION

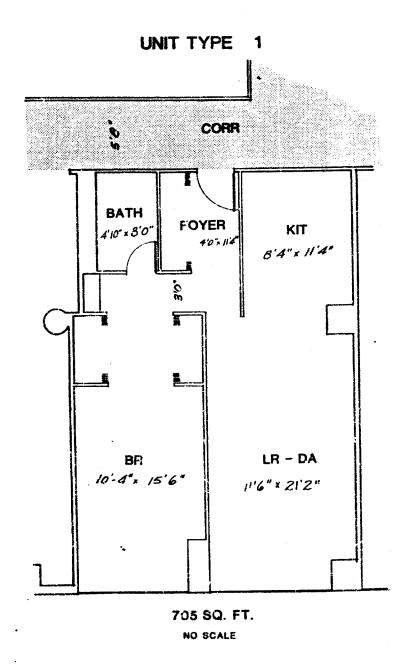
LEGENO

2C) - Apartment Unit Number

TYPE OF UNIT

EXHIBIT "A"

TWIN TOWERS CONDOMINIUM PROPERTY REGIME

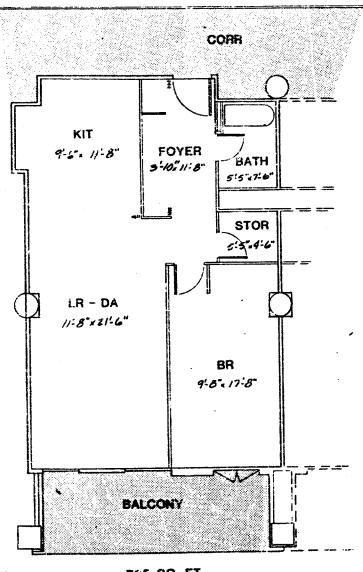


LEGEND

EXHIBIT "A"

TWIN TOWERS CONDOMINIUM PROPERTY REGIME

UNIT TYPE 2



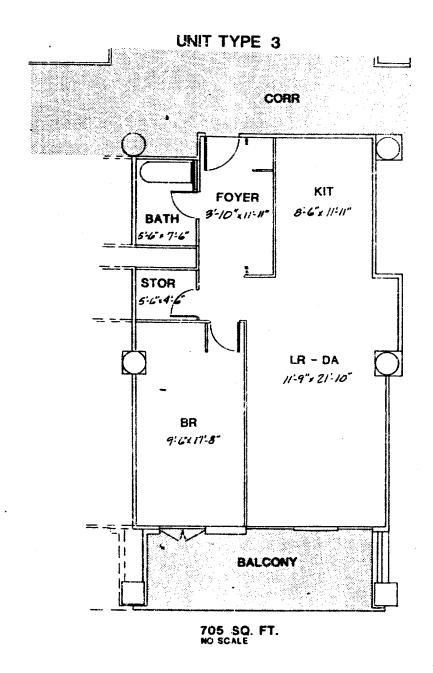
705 SQ. FT.

LEGEND

SCON 1721 SALS14

EXHIBIT "A"

TWIN TOWERS CONDOMINIUM PROPERTY REGIME



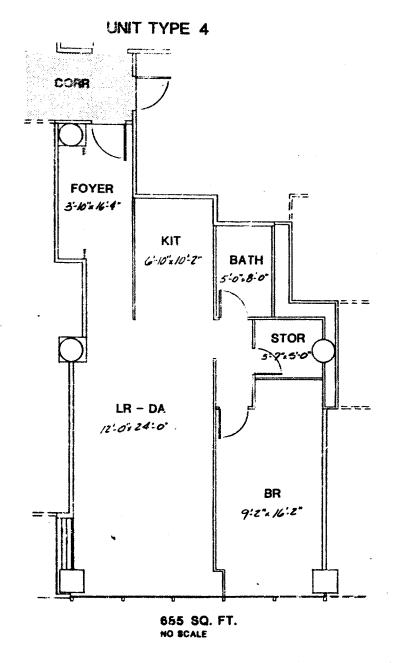
LEGEND

- Limited Common Elements



EXHIBIT "A" TWIN TOWERS CONDOMINIUM

PROPERTY REGIME

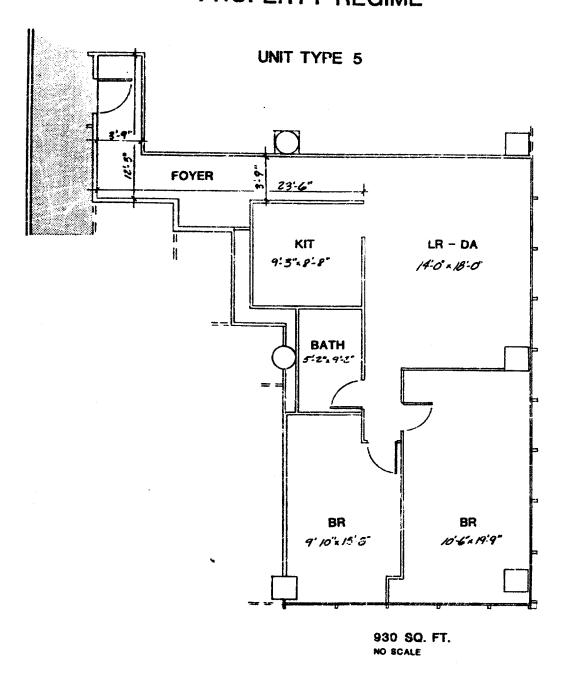


LEGEND

- Limited Common Elements
 - General Common Elements

EXHIBIT "A"

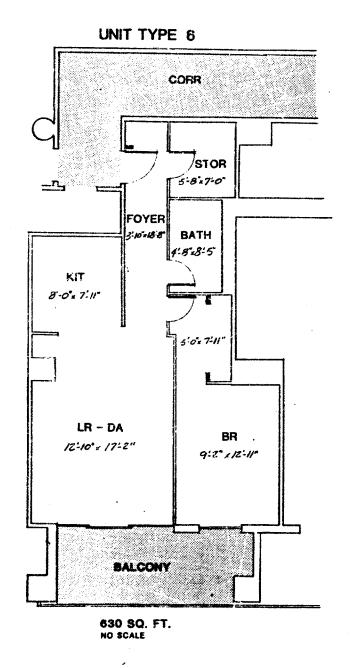
TWIN TOWERS CONDOMINIUM PROPERTY REGIME



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EXHIBIT "A" TWIN TOWERS CONDOMINIUM

PROPERTY REGIME



LEGEND

EXHIBIT "A" TWIN TOWERS CONDOMINIUM

PROPERTY REGIME

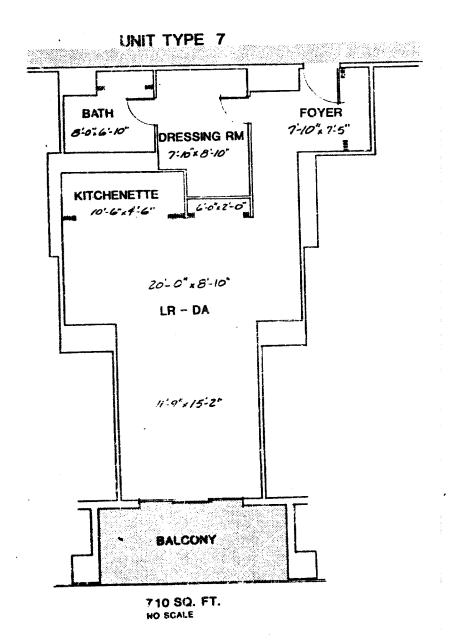
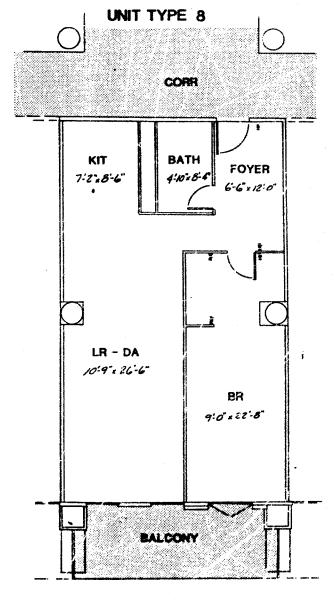


EXHIBIT "A" TWIN TOWERS CONDOMINIUM PROPERTY REGIME

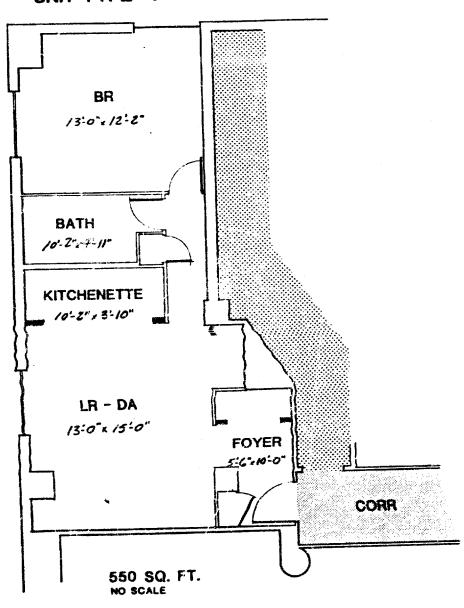


690 SQ. FT. NO SCALE

986K1721 986E320 EXHIBIT "A"

TWIN TOWERS CONDOMINIUM PROPERTY REGIME

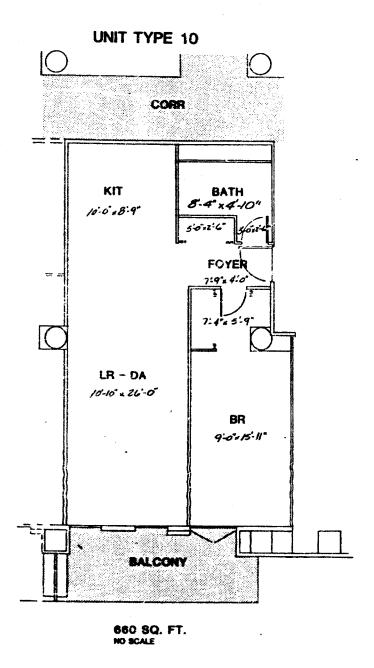
UNIT TYPE 9



- Limited Common Elements
 - General Common Elements

900H1721 PAGE 321 EXHIBIT "A"

TWIN TOWERS CONDOMINIUM PROPERTY REGIME



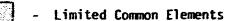
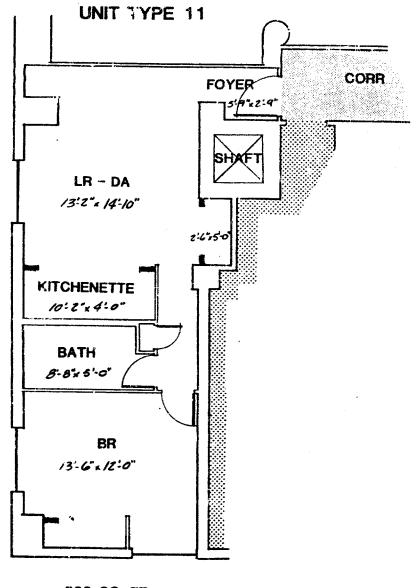


EXHIBIT "A" TWIN TOWERS CONDOMINIUM PROPERTY REGIME



530 SQ. FT.

BCBK 1721 PAGE 323

EXHIBIT "A"

TWIN TOWERS CONDOMINIUM PROPERTY REGIME

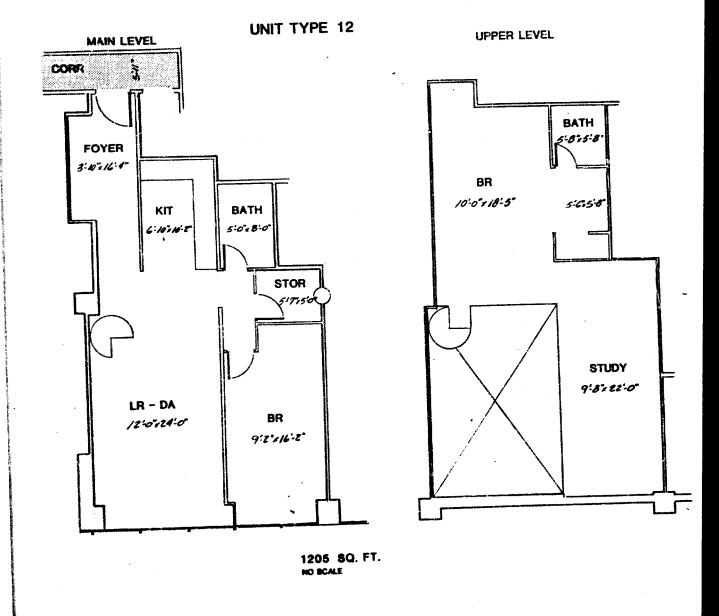
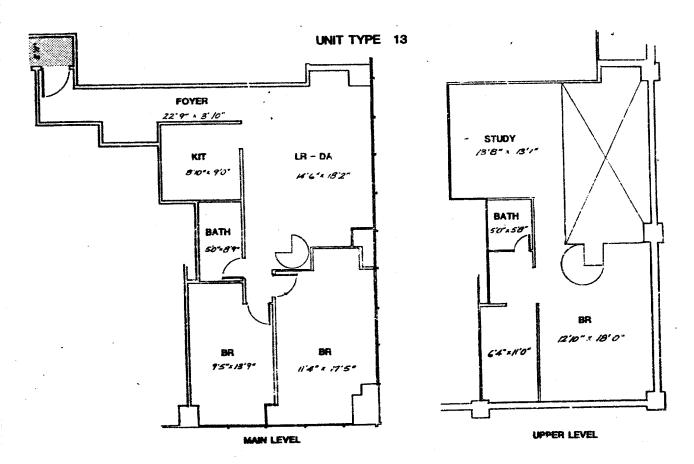


EXHIBIT "A" TWIN TOWERS CONDOMINIUM PROPERTY REGIME



1465 SQ. FT.

BOOK 1721 909:325 EXHIBIT "A"

TWIN TOWERS CONDOMINIUM PROPERTY REGIME

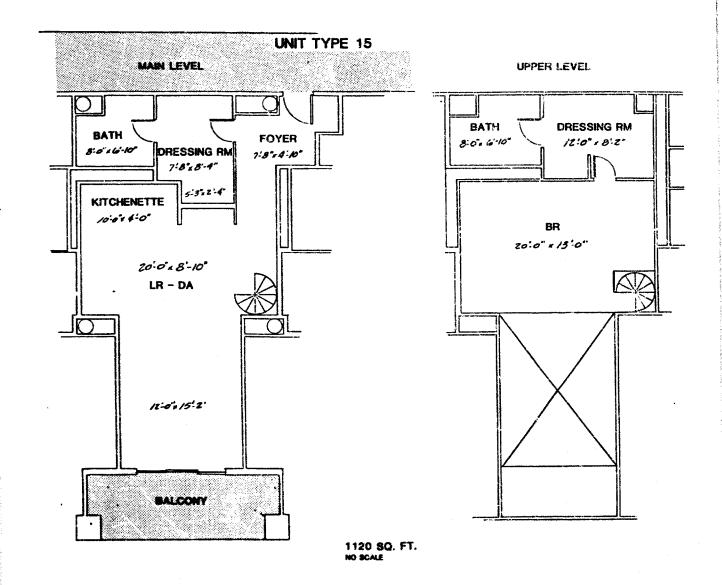
UNIT TYPE 14 MAIN LEVEL **UPPER LEVEL** STOR **BATH** 5:0"x/4:8" BATH BR 5:0:8:6 FOYER 11-8" 123-6 40:15.0 KiT 8-0-8:10 6-6.8-4 5-3-8-0 LR - DA 12:8" 17:6" BR STUDY 9:4"×13:2" 9:10" 12:8" BALCONY

1155 SQ. FT.

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EXHIBIT "A"

TWIN TOWERS CONDOMINIUM PROPERTY REGIME





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EXHIBIT "A"

TWIN TOWERS CONDOMINIUM PROPERTY REGIME

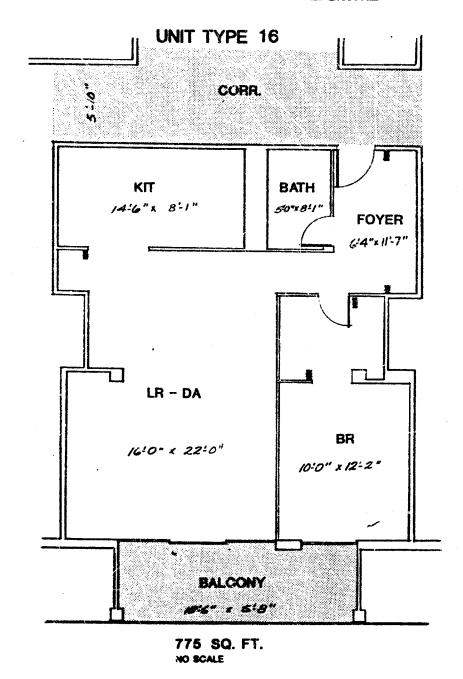
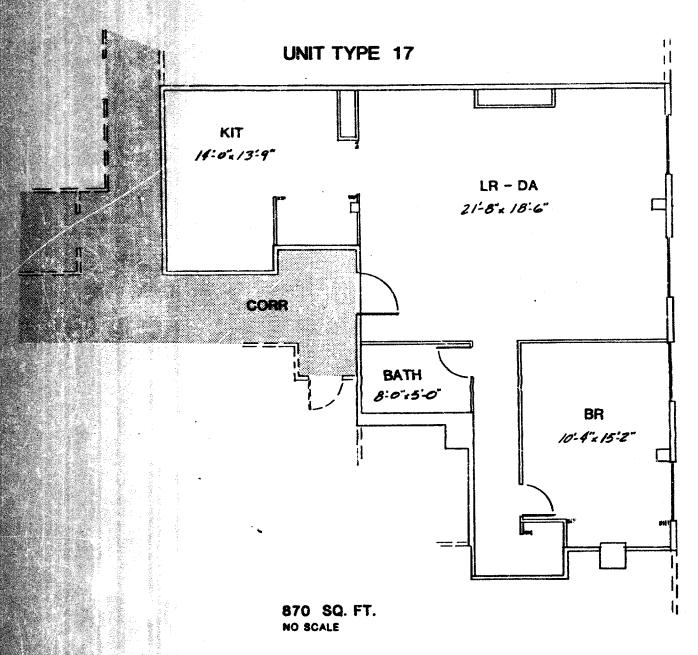


EXHIBIT "A" TWIN TOWERS CONDOMINIUM PROPERTY REGIME

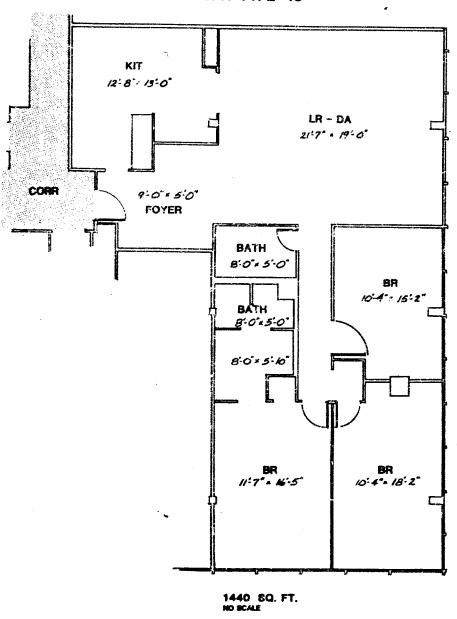


LEGEND

- Limited Common Elements

EXHIBIT "A" TWIN TOWERS CONDOMINIUM PROPERTY REGIME

UNIT TYPE 18



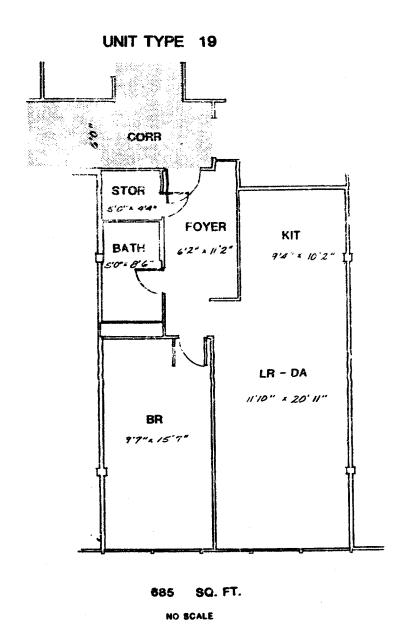
LEGEND

- Limited Common Elements

- General Common Flement

BOOK 1721 PAGE 330 EXHIBIT "A"

TWIN TOWERS CONDOMINIUM PROPERTY REGIME



LEGEND





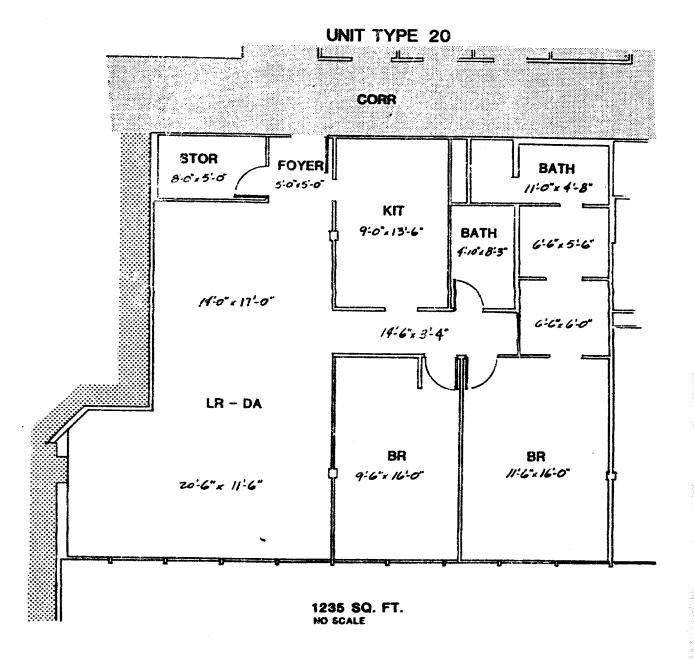


General Common Elements

800K 1721 FAGE 331

EXHIBIT "A"

TWIN TOWERS CONDOMINIUM PROPERTY REGIME



BOUN 1721 PAGE 332

EXHIBIT "A"

TWIN TOWERS CONDOMINIUM PROPERTY REGIME

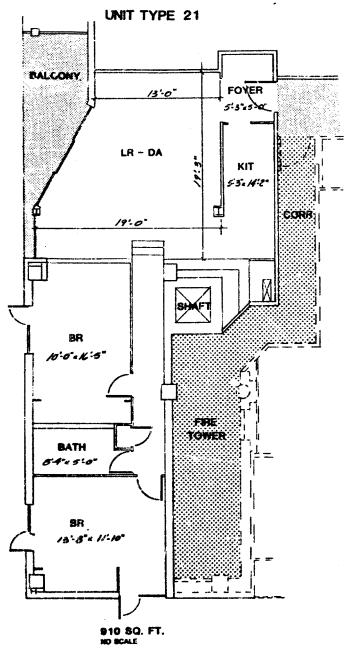


EXHIBIT "A" TWIN TOWERS CONDOMINIUM PROPERTY REGIME

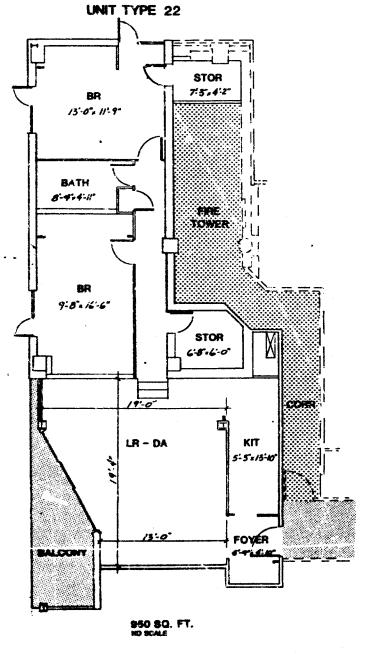


EXHIBIT "A" TWIN TOWERS CONDOMINIUM PROPERTY REGIME

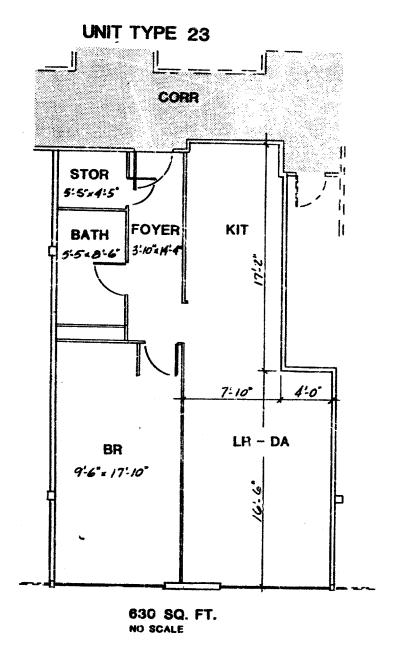
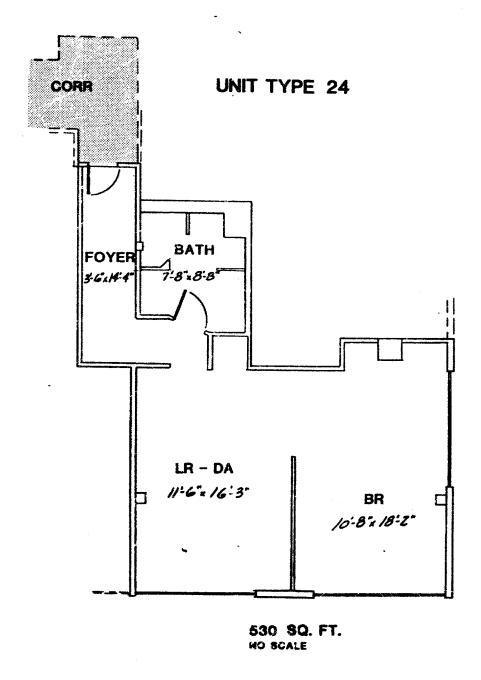


EXHIBIT "A"

TWIN TOWERS CONDOMINIUM

PROPERTY REGIME



LEGEND

EDUK 1721 PAGE 335 EXHIBIT "A"

TWIN TOWERS CONDOMINIUM PROPERTY REGIME

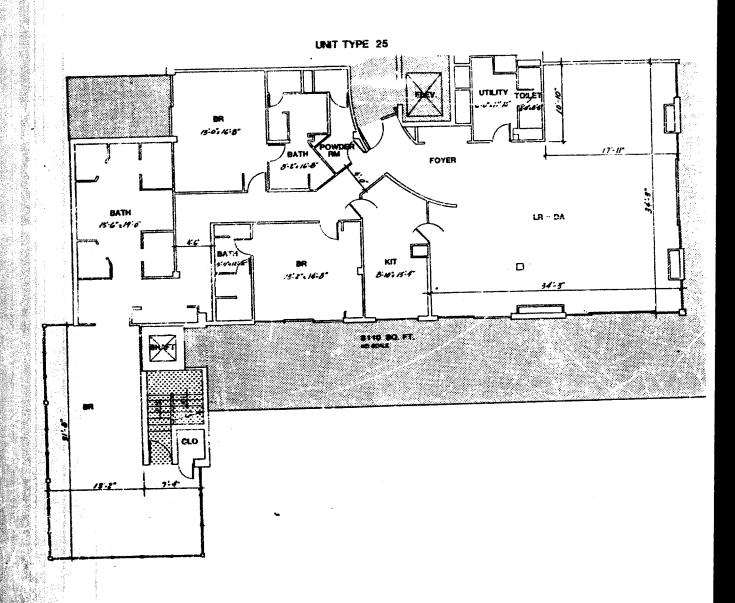
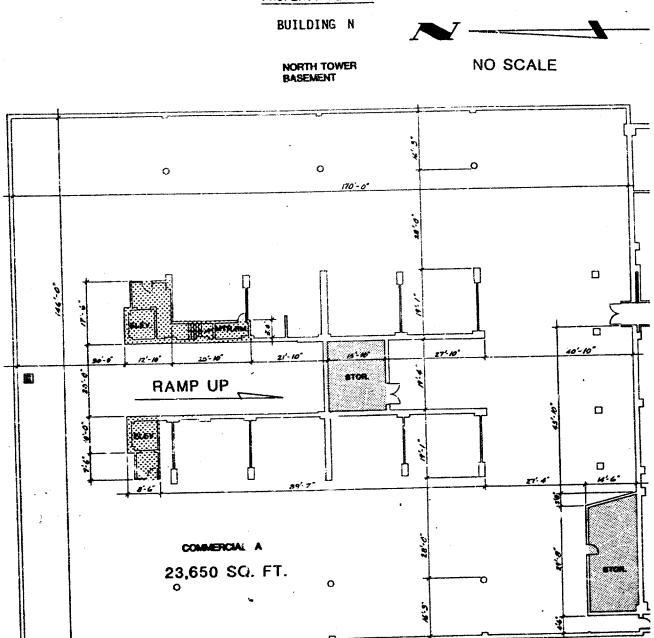


EXHIBIT "A"

TWIN TOWERS CONDOMINIUM

PROPERTY REGIME



TYPICAL UNIT DESIGNATION

TYPE OF GHIT

LEGEND

20

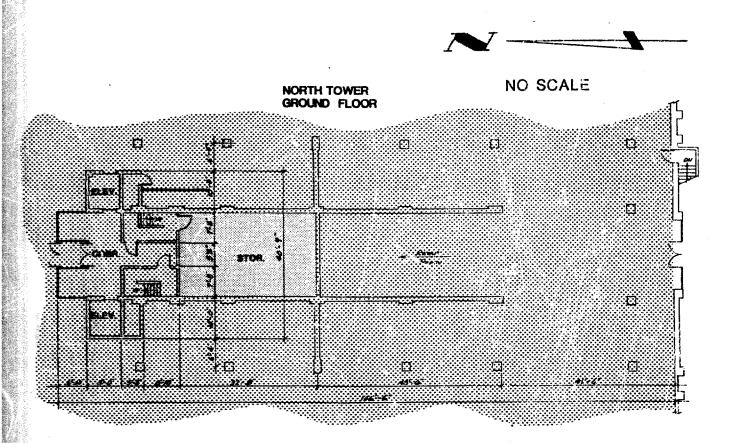
- Apartment Unit Number

EXHIBIT "A"

TWIN TOWERS CONDOMINIUM

PROPERTY REGIME

BUILDING N



TYPICAL UNIT DESIGNATION TYPE OF UNIT BUTLEING DESIGNATION N (2C) 1.R REVERSE PLAN

LEGEND



Apartment Unit Number



Limited Common Elements

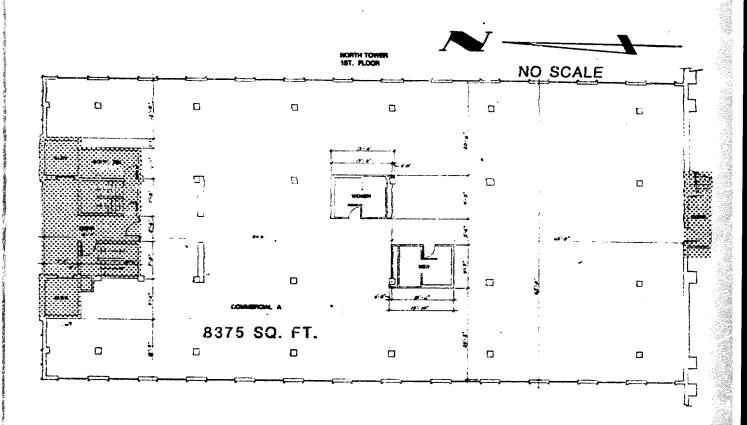
800K 1721 PAGE 339

EXHIBIT "A"

TWIN TOWERS CONDOMINIUM

PROPERTY REGIME

BUILDING N



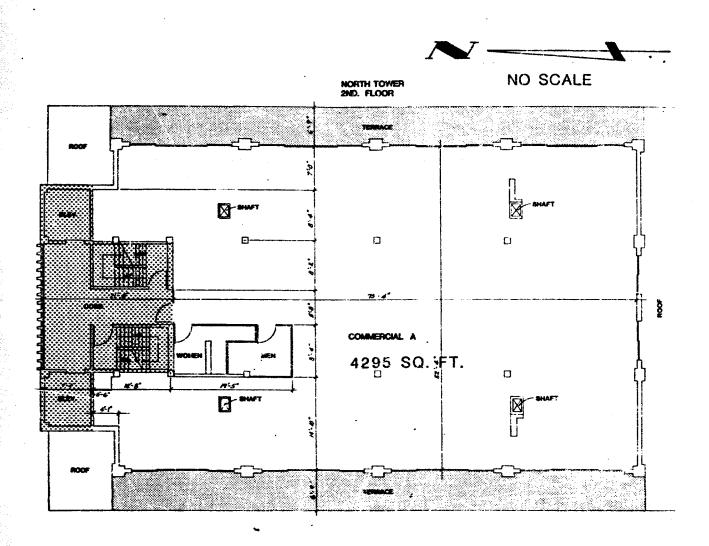
8006 1721 PAGE 340

EXHIBIT "A"

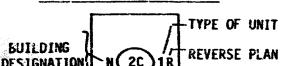
TWIN TOWERS CONDOMINIUM

PROPERTY REGIME

BUILDING N



TYPICAL UNIT DESIGNATION



LEGEND



Apartment Unit Number

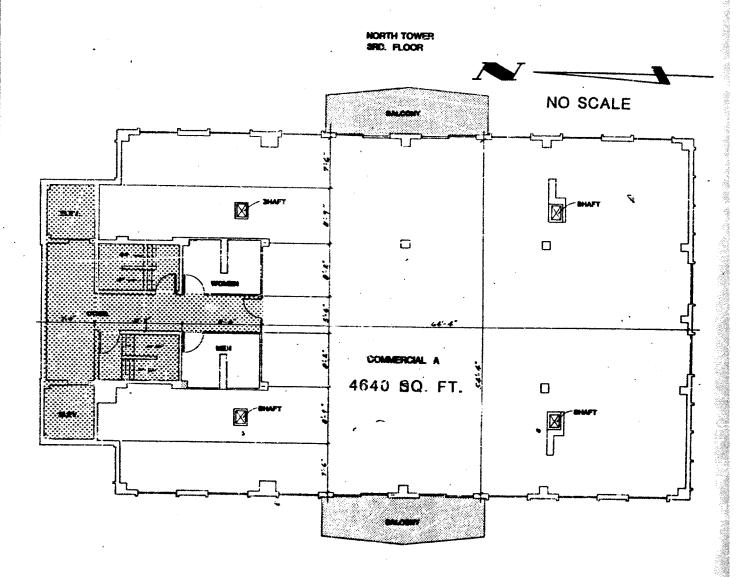
- Limited Common Elements

EXHIBIT "A"

TWIN TOWERS CONDOMINIUM

PROPERTY REGIME

BUILDING N



TYPICAL UNIT DESIGNATION

LEGEND

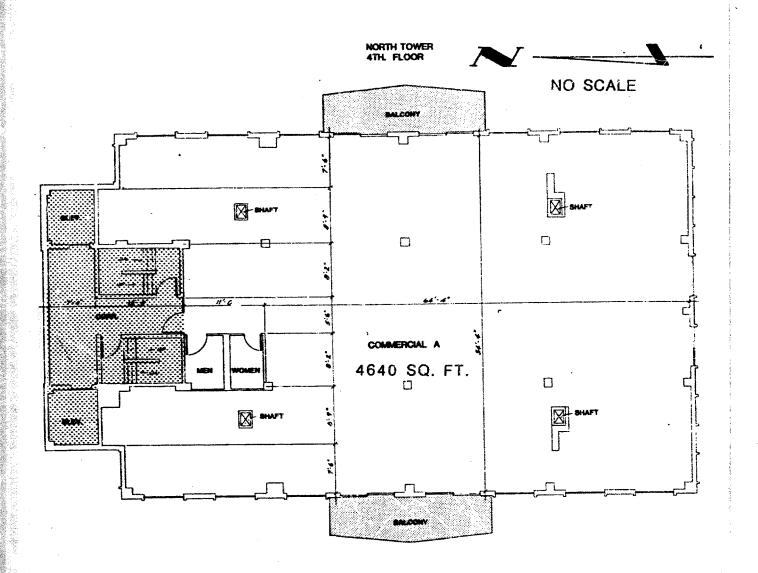
Anantona Unit Number

EXHIBIT "A"

TWIN TOWERS CONDOMINIUM

PROPERTY REGIME

BUILDING N





LEGEND



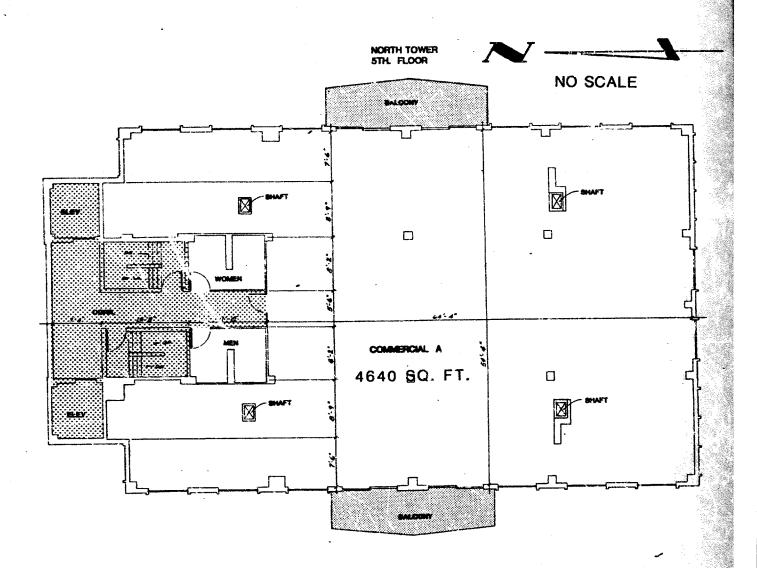
Apartment Unit Number

EXHIBIT "A"

TWIN TOWERS CONDOMINIUM

PROPERTY REGIME

BUILDING N



TYPICAL UNIT DESIGNATION

-TYPE OF UNIT

LEGEND



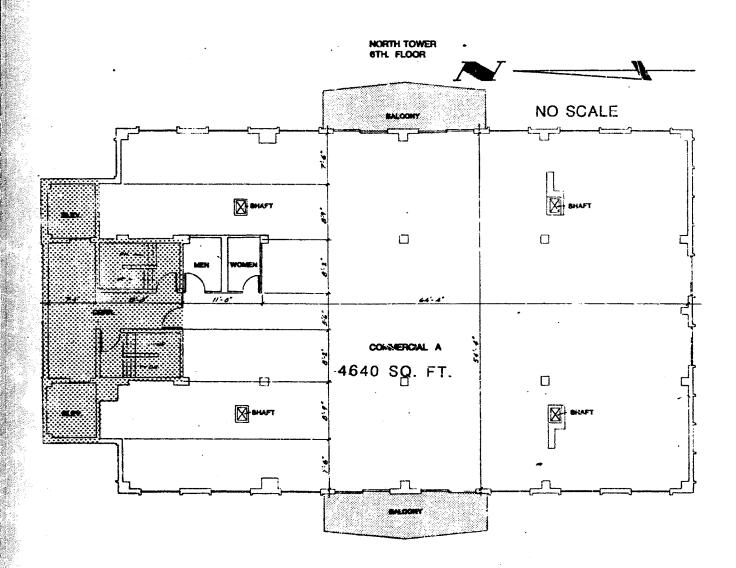
Apartment Unit Number

EXHIBIT "A"

TWIN TOWERS CONDOMINIUM

PROPERTY REGIME

BUILDING N





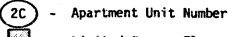
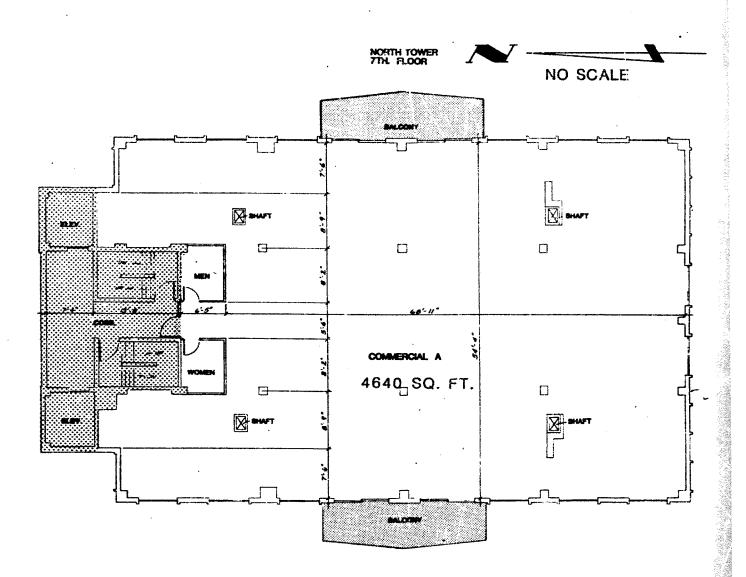


EXHIBIT "A"

TWIN TOWERS CONDOMINIUM

PROPERTY REGIME

BUILDING N



TYPICAL UNIT DESIGNATION

BUILDING REVERSE PLAN



- Apartment Unit Number
- Limited Common Elements

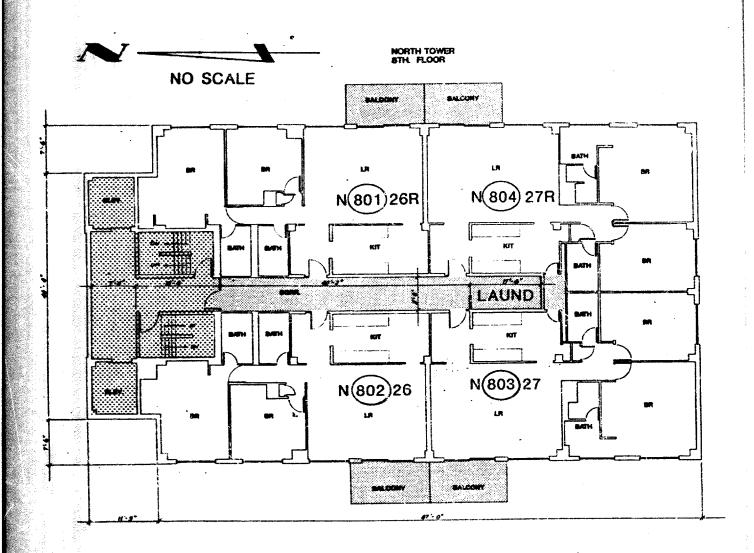
800#1721 mge346

EXHIBIT "A"

TWIN TOWERS CONDOMINIUM

PROPERTY REGIME

BUILDING N



TYPICAL UNIT DESIGNATION

BUILDING TYPE OF UNIT

LEGEND

2C) - Apartment Unit Number

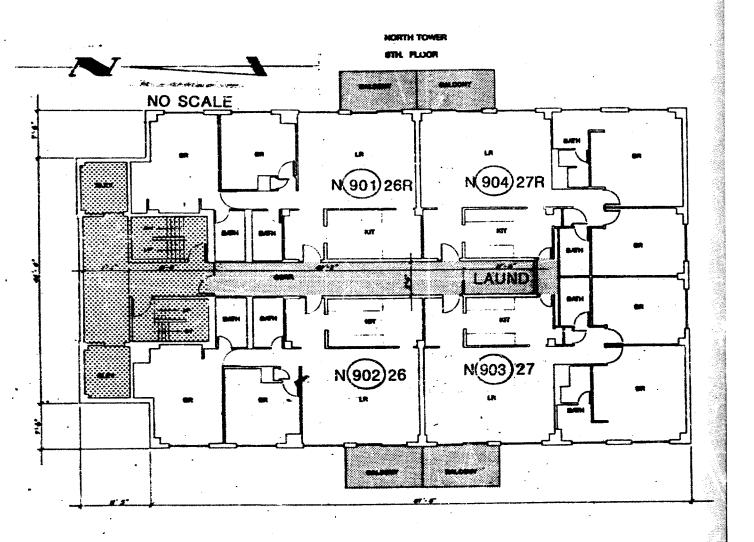
- Limited Common Elements

EXHIBIT "A"

TWIN TOWERS CONDOMINIUM

PROPERTY REGIME

BUILDING N



TYPICAL UNIT DESIGNATION

BUILDING REVERSE PLAN



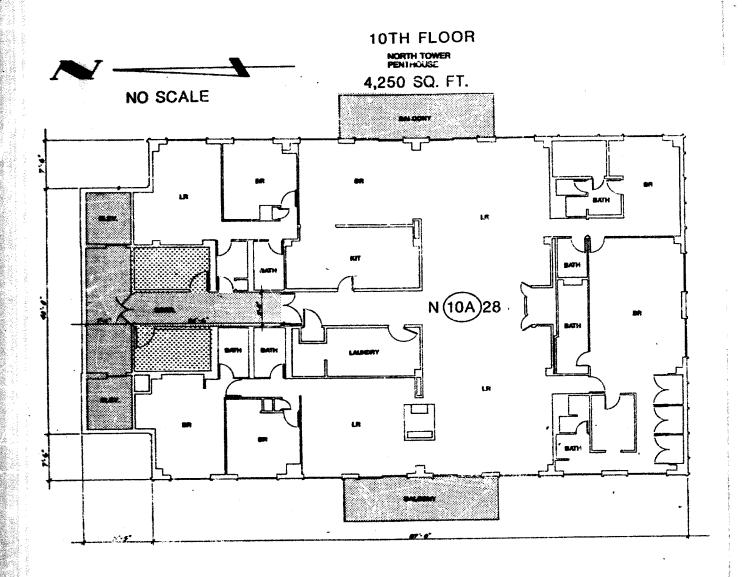
- Apartment Unit Number
- Limited Common Elements

EXHIBIT "A"

TWIN TOWERS CONDOMINIUM

PROPERTY REGIME

BUILDING N



TYPICAL UNIT DESIGNATION

-TYPE OF UNIT

EXHIBIT "A"

TWIN TOWERS CONDOMINIUM PROPERTY REGIME

UNIT TYPE 26

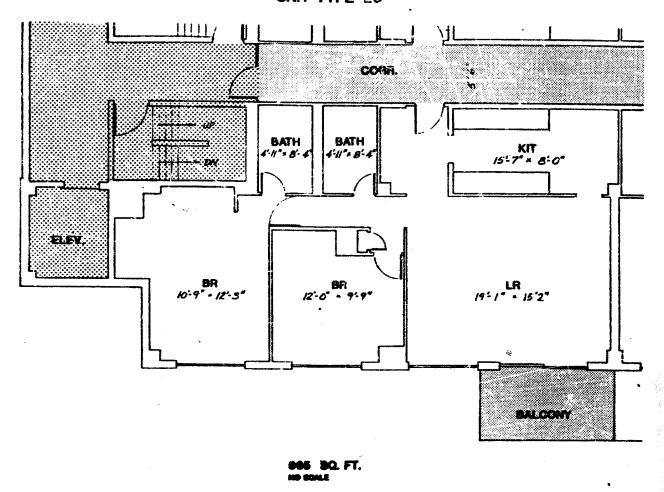
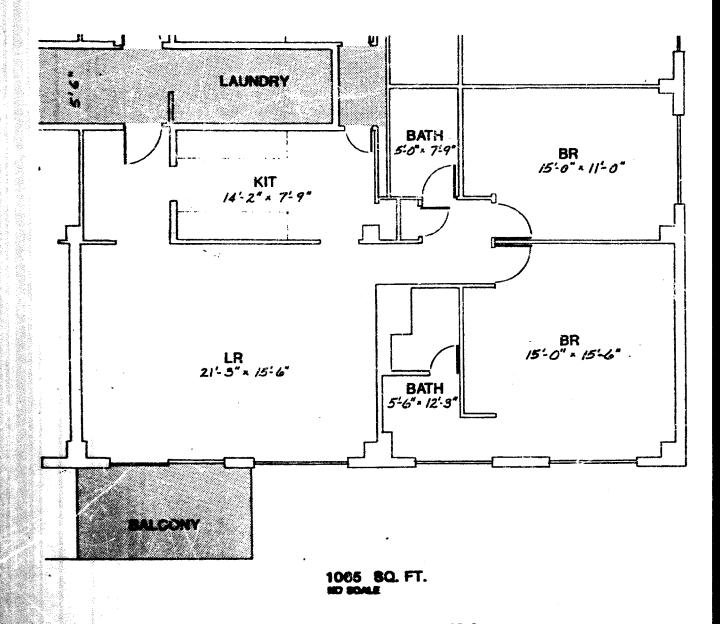




EXHIBIT "A"

TWIN TOWERS CONDOMINIUM PROPERTY REGIME

UNIT TYPE 27

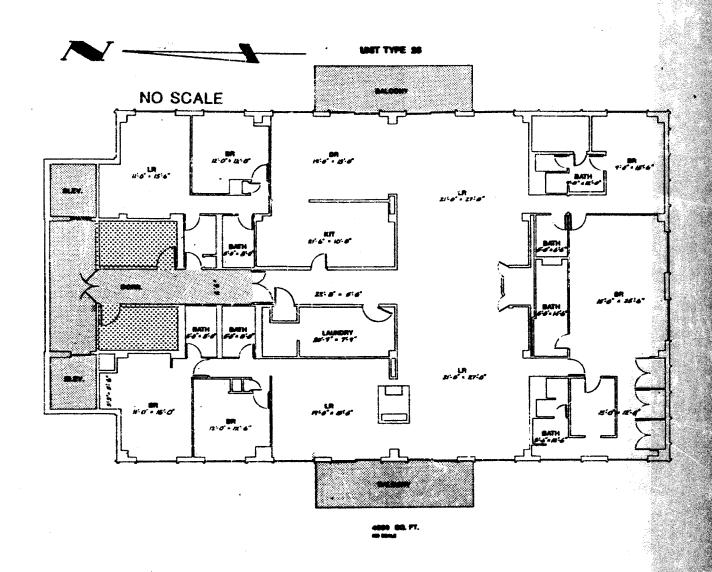


LEGEND

- Limited Common Elements



PROPERTY REGIME



The total basic value of the entire Condominium Regime is \$987,571; and the basic value of each apartment in the Condominium Regime; the percentage which each apartment shall share in the expenses of, and the rights in, common elements; the votes each unit owner(s) is entitled to; and the approximate square feet of each apartment in The Twin Tower Condominium Association, Inc., are as follows:

APARTMNT. UNIT NO.	UNIT	BASIC VALUE	PERCENT	VOTES	APPRO SQ.FT
				. 	
SBA	COMM	1720	2.17	17	960
SBC	COMM	4960	0.50	5Ø	2480
SCB	COMM	1 4060	1.42	142	7030
SIA	COMM	2678	0.27	27	595
SIB	COMM	27000	2.73	273	ይወ ወወ
51C	COMM	21150	2.14	214	4700
S1D	COMM	4635	0.47	47	1030
52A*	8	4485	0.45	45	65Ŋ
S2B*	10	4290	2.43	43	560
52C	11	3445	0.35	35	530
5 20	1	4583	Ø. 46	46	705
52E*	2	4583	0.46	46	705
S2F*	3	4583	Ø. 46	46	705
526	4	4453	0.45	45	685
S2H	5	6045	0.61	61	930
521*	6	4095	0.41	41	630
S2J*	7	4615	0.47	47	710
52K*	6R	4075	Ø.4i	41	630
S2L	5 R	6045	0.61	61	930
, 52M	4R	4453	0.45	45	685
S2N*	3R	4583	0.46	46	705
S20*	2R	4583	0.46	46	705
S2P	1 R	4583	Ø. 46	46	705
52Q	9	3575	0.36	36	550
S2R*	10R	4290	0.43	43	ନ େଉ
93A*	8	4160	0.42	42	640
S3B*	10	4290	0.43	43	660
53C	11	3445	0.35	35	530
S3D	1	4583	0.46	46	705
S3E*	2	4583	0.46	46	705
S3F*	3	4583	Ø. 46	46	705
53 G	4	4453	Ø.45	45	685
S3H	5	6045	0.61	61	930
S31.*	6	4095	0.41	41	630
S3J*	7	4615	0.47	47	710
S3K*	6R	4095	0.41	41	630
S3L	5R	6045	0.61	61	930
S3M	4R	4453	Ø. 45	45	685
\$3N*	3R	4563	0.46	46	705
[⇒] 530*	2R	4583	Ø. 46	46	705
SZB	1.R	4583	0.46	46	705

S4P **54Q 54R** SSA S5B \$5 C S₅D SSE **S5F S5G** SSH 55 I **S5J** 35K SSL SSM SSN **S50** SSF **S5**0 55 R < 86A SAE **S40** S6D SAE S6F 566 S6H 561 **S6J** SAK SAL S61 468 S60 S6F 560 S6F **S7***E* **S7**E 17 S7(**S7**[

> 57E 57F 576

540

800x 1721 PAGE 353 EXHIBIT B CONTINUED

540*	2 R	4583	0.46	46	705
S4P	1R	4583	0.46	46	765
54Q	9	3575	0.36	36	550
S4R*	10R	4290	0.43	43	660
\$5A*	8	4485	0.45	45	690
S5B*	1Ø	4292	0.43	43	660
S5 C	11	3445	Ø.35	35	530
S5D*	1	4583	Ø. 46	46	705
S5E*	2	4583	Ø. 46	46	705
S5F*	3	4583	0.46	46	705
85G	4	4453	Ø. 45	45	685
S5H	5	6045	0.61	61	930
S5 I *	6	40195	0.41	41	630
35J*	7	4615	Ø.47	47	710
S5K*	6R	4095	0.41	41	630
S5L*	5R	6045	0.61	61	930
55M	4R	4453	0 - 45	45	<i>6</i> 85
55N*	3R	4583	0.46	46	705
550*	2 R	4583	Ø. 46	46	705
S5P	1R	4583	0.46	46	705
55Q	9	3575	Ø.36	36	550
S5R*	1ØR	4290	0.43	43	660
S&A*	8	4485	0.45	45	690
S6B*	10	4290	0.43	43	650
S&C	11	3445	0.35	35	530
S6D	1	4583	Ø. 46	46	705
S6E*	. 2	4583	0.46	46	705
S6F*	3	4583	Ø.46	46	705
5 60	12	7833	0.79	79	1205
S6H	13	9523	0.76	96	1465
56I*	14	7508	0.76	76	1155
56J*	15	7280	0.74	74	1120
56K*	14R	7508	Ø.76	76	1155
SAL	13R	9523	0.96	96	1465
56M	12R	7833	0.79	79	1205
56N*	3R	4583	Ø.46	46	705
S60*	2R	4583	Ø.46	46	705
SAP	1R	4583	0.46	46	705
56Q	9	3575	0.36	36	550
S6R*	10R	42910	0.43	43	660
S7A*	16	5038	0.51	51	775
S7B	21	5915	0.60	60	910
∘	20	8028	0.81	81	1235
57D*	19	4453	0.45	45	685 1440
57E*	18	9360	0.95	7 5	
S7F*	18R	9360	0.95	9 5	1440 685
57G*	19R	4453	Ø. 45	45	1235
S7H*	20R	8028	0.81	81 63	750
57 I	22	6175	Ø.63	51	775
	4.4	5 M 7 Q	Ø 51	- 1	1 7/

BBON 1721 PAGE 354

EXHIBIT B CONTINUED

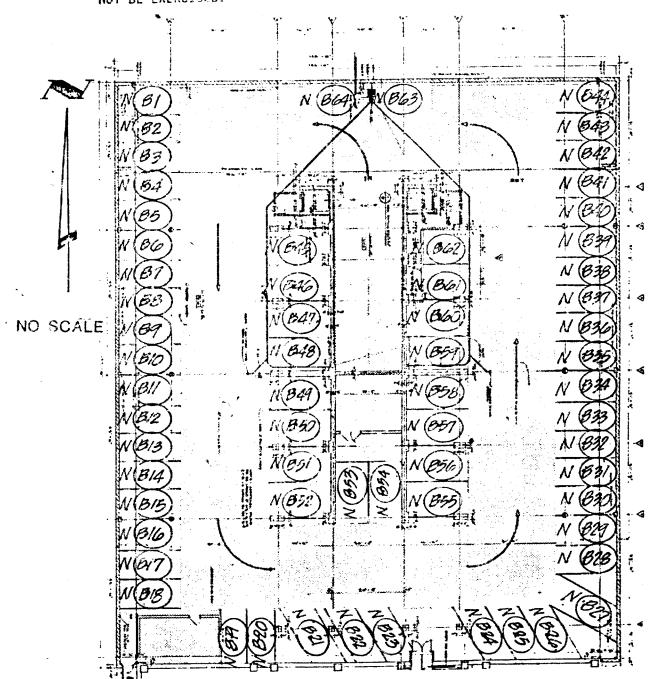
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N10A*	28	29750	3.01	୍ଦ ପ୍ରଥମ	
N904#	27R	6923	0.70	7Ø	4250
N903*	27	6923	0.70	70 70	1065
N902*	26	6273	Ø.64	64	1065
N901*	26R	6273	0.64	64	965
N804*	27R	6923	0.70	70	1065 965
N803*	27	6923	0.70	70	1065
NBØ2*	26	6273	0.64	54	965
NBØ1*	26R	6273	0.64	64	965
N7A*	COMM	20880	2.11	211	4640
N6A*	COMM	20880	2.11	211	4640
N5A*	COMM	20980	2.11	211	4640
NAA*	COMM	20880	2.11	211	4640
N3A*	COMM	20880	2.11	211	4640
N2A*	COMM	19328	1.96	196	4295
NDA N1A	COMM	37688	3.82	382	8375
NEA	COMM	12298	1.25	125	23650
S10A* S10B*	25R	21770	2.20	220	3110
573 S1ØA*	25	21770	2.20	220	3110
571* 59J	22	6175	0.63	63	950
59H* 59I*	20R	8028	0.81	81	1235
59 6 *	19R	4453	2.45	45	485
59F	18R	9360	0.95	95	1440
_{γ′} 59E	17	5655	0.57	57	870
57D	23 24	3445	0.35	35	530
59C*	20 23	4095	0.41	41	630
	00	8028	0.81	E-1	1235

^{**} INDICATES A BALCONY IN THIS UNIT!!

BOOK 1721 PAGE 355 EXHIBIT C

PARKING STALL UNITS 1 THRU 64

THIS EXHIBIT REFERENCES A RIGHT RESERVED IN THE MASTER DEED WHICH NEED NOT BE EXERCISED.

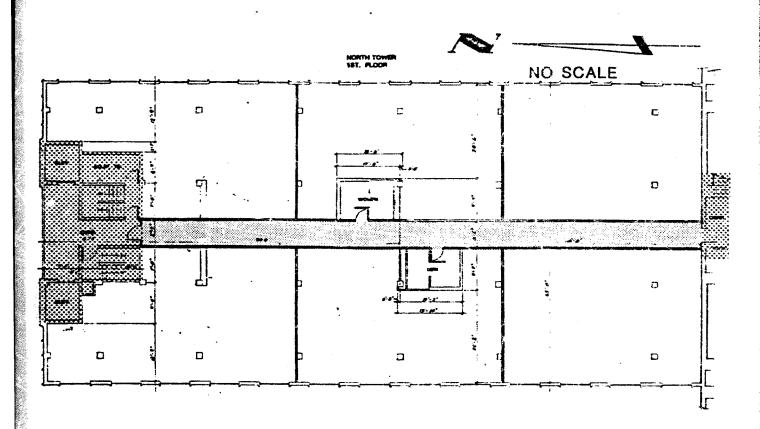


BOOK 1721 PAGE 356 EXHIBIT "D"

TWIN TOWERS - NORTH BUILDING

FIRST FLOOR

THIS EXHIBIT REFERENCES A RIGHT RESERVED IN THE MASTER DEED WHICH NEED NOT BE EXERCISED.



LEGEND.



- General Common Element

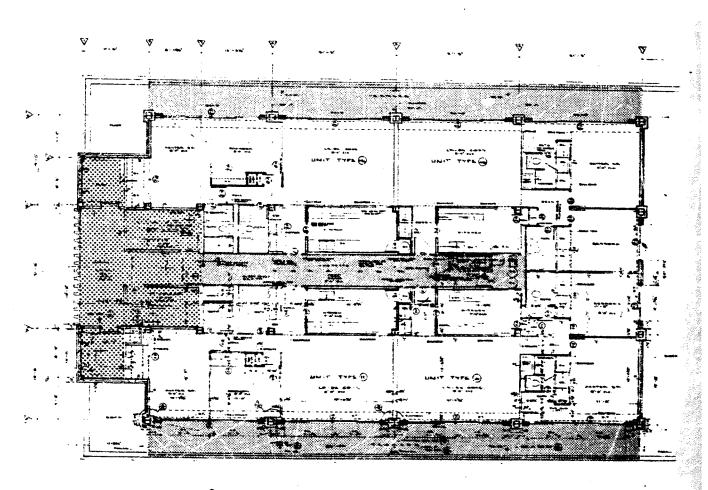
300H 1721 9AU 357

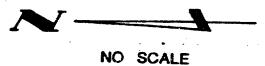
EXHIBIT E

TWIN TOWERS - NORTH BUILDING

2ND FLOOR

THIS EXHIBIT REFERENCES A RIGHT RESERVED IN THE MASTER DEED WHICH NEED NOT BE EXERCISED.



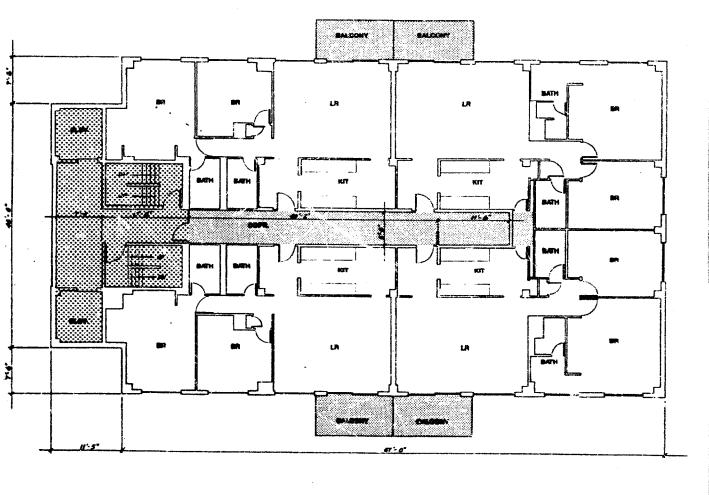


SOOK 1721 PAGE 358

EXHIBIT F

TWIN TOWERS - NORTH BUILDING FLOORS 3RD THRU THE 7TH AND THE 10TH FLOOR

THIS EXHIBIT REFERENCES A RIGHT RESERVED IN THE MASTER DEED WHICH NEED NOT BE EXERCISED.





600m1721 Mai 359

EXHIBIT G

THIS EXHIBIT REFERENCES A RIGHT RESERVED IN THE MASTER DEED WHICH NEED NOT BE EXERCISED.

P		PARK	ÁVEN	(UĒ		
	3/00	7	. (4 (5 (
	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Block 10	4		a	

LEGAL DESCRIPTION:

DONUMELA SESTIMENT

AMENDMENT TO MASTER DEED

The undersigned being the declarant or successor to the declarant under that certain Master Deed dated the 27th day of December, 1983, recorded at Book 1721, Page 280 and amended by instrument dated the 17th day of July, 1984, recorded July 18, 1984, at Book 714, Page 377 in the records of the Douglas County Register of Deeds pursuant to a reserved declarant right and further pursuant to a vote of the majority of the membership of the Condominium owners do hereby amend said Master Deed in the following particulars, to wit:

- 1. The North Tower and the property abutting the North Tower as set forth on Exhibit "A'" prime is hereby removed and deleted from the condominium regime except for that portion of the underground parking below the North Tower as set forth on Exhibit "B'" prime. The Exhibit "A'" prime property shall be subject to existing encroachments and overhangs, such as they may be, protruding from the South Tower. The South Tower is subject to existing encroachments and overhangs such as they may be, including support for the existing first floor of the North Tower and the stairway set forth in Exhibit "G'," prime and subject to the duty and obligation to continue to provide utility service originating from the South Tower pursuant to paragraph 6. This transfer out of the condominium is subject to encroachments, if any, from or into the South Tower. a mutual easement for support (to the extent necessary) and subject to a non-exclusive easement shown on Exhibit "C'" prime in favor of the unit owners association for access to and over the drive to the 14 stalls shown on Exhibit "B'," prime and subject to the easement for parking set forth in paragraph 4.
- 2. The underground parking represented by Exhibit "B'" prime is hereby divided into individual unit stalls which shall be and are subject to the following covenant and restriction: "The stalls may only be purchased by residents of the remaining South Tower residential condominium units and until purchase by such owners or users shall be held by the declarant or the declarant's successor and made available on a leased basis for use by the owners and users of the South Tower residential condominium units."
- 3. The burdens and benefits of ownership and the percentage of liability for common area assessment and voting power is hereby restructured and reassessed pursuant to the attached Exhibit "D'" prime to reflect the removal of the North Tower condominium units and the subdivision and creation of the 14 parking units above referenced.
- 4. The surface parking currently existing as set forth on Exhibit "E'" prime is subject to a non-exclusive easement in favor of the remaining South Tower condominium units for parking, ingress and egress, provided however the use and enjoyment of

this easement is subject to the obligation of the South Tower unit owners association (Twin Towers Condominium Association or its successor) on behalf of the South Tower condominiums paying for 1/2 of the cost of maintenance of said surface parking shown on Exhibit "E'" prime and paying 1/2 the cost of maintenance for the areas covered by the Exhibit "C'" prime easement.

- 5. The property set forth in Exhibit "F'" prime is hereby dedicated to the remaining South Tower condominium (Twin Towers Condominium) as additional surface parking and as a common area for the benefit of the owners and users of the South Tower condominium and the unit owners association which shall be responsible for ownership and operation of same. This dedication is subject to all matters of record.
- The North Tower building has its own water, sewer and electrical services but shares heating and air conditioning services with the South Tower. The owners of the North Tower shall remain liable for its prorata share of heating and air conditioning consumed to the extent such consumption is not separately metered and for a prorata share of any assessment for repair, reconstruction or replacement of the heating and air conditioning systems serving the North and South Towers jointly, provided however, the actual consumption of the North Tower may be metered or monitored pursuant to a Honeywell Equipment Monitoring System or its equivalent, which is to measure the consumption by the North Tower of utilities which are not Data generated by such metering shall form separately metered. the basis for sharing and assessment. The owners of the North Tower may provide for their own service and source of heating and air conditioning and thereby void the obligations set forth in this Paragraph 6. Assessment of the North Tower for reconstruction, replacement and repair shall in no event exceed 26% of assessable costs. The South Tower shall consult with and advise the North Tower owners before pursuing any assessable replacement, reconstruction, and repair improvements.
- 7. From, on and after the date this amendment is executed and filed of record the owners of the North Tower shall no longer be empowered to vote or otherwise participate in the management and operation of the remaining South Tower condominiums nor shall they be responsible for assessments excepted as set forth in paragraph 6.
- 3. The above referenced easement across the surface area on Exhibit "E'" prime is subject to a reserved exclusive right in favor of the owners of the North Tower, their assigns and invitees for surface parking between 8:00 a.m. and 6:00 p.m., Monday through Friday.

	MIDWEST GRANITE INC., an Iowa corporation doing business as Twin Towers Development Company
	By: M. Michael Cutler, Besident M. Michael Cutler
	H. Michael Cutler
	Betty F. Cutler
STATE OF NEBRASKA)	
COUNTY OF DOUGLAS)	
to day of January	was acknowledged before me this , 1986, by H. W. Chael Cont., Granite, Inc., an Iowa corporation.
	Notary Public
	ERAL NOTARY - State of Nobreska LIP:DA M. LOWE by Comm. Exp. March 22, 1936
STATE OF NEBRASKA)) SS.	
COUNTY OF DOUGLAS)	
The foregoing instrument volution and Betty F. Cutler, thereof to be their voluntary as	
	Notary Public
	MERA! AGTARY - State of Mebrasko LINDA M. LOWE My Comm. Exp. March 22, 1986

EXHIBIT "A" PRIME

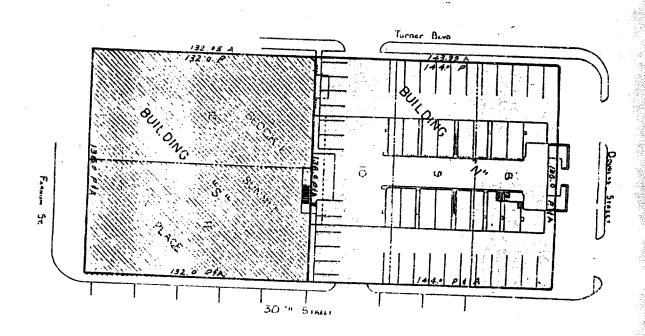
TWIN TOWERS CONDOMINIUM
PROPERTY REGIME

LEGAL DESCRIPTION

North Tower (Building N) - Lots 8, 9 and 10, Block 1, Summit Place, an addition to the City of Cmaha, Douglas County, Nebraska, together with rights previously conveyed by the City of Omaha to occupy portions of adjoining street right-of-ways.

LEGAL DESCRIPTION

South Tower (Building S) - Lots 11 and 12, Block 1, Summit Place, an addition to the City of Omaha, Douglas County, Nebraska.



I, the undersigned. William L. Jacobsen, an architect, authorized and licensed to practice in the State of Mebraska, do hereby certify that the exhibits attached hereto show the location and dimensions of the easements as defined herein. This certification made in accordance with R.R.S. Nebraska 76-810.

TWIN TOWERS CONDOMINIUM PROPERTY REGIME

UNDERGROUND PARKING - The South 19.9 feet of Lot 10, Summit Place Addition to the City of Cmaha, Douglas County, Nebraska, together with the North 21.0 feet of the South 40.9 feet of the West 15.0 feet of said Lot 10 and the North 21.0 feet of the Scuth 40.9 feet of the East 15.0 feet of said Lot 10, and together with rights previously conveyed to Twin Towers Condominium Regime by the City of Cmana over and across the West 5.0 feet of 30th Street right-of-way and the East 5.0 feet of Turner Boulevard right-of-way adjoining afore described portions of said Lot 10 on the East and the West, all of the above to be defined as being above the existing floor of the parking garage structure as it may exist from time to time (approximately elevation 88.3) and below the ceiling of said parking garage structure (approximately with the floor elevation of Building N at the ground floor near the elevators being elevation 100.00.

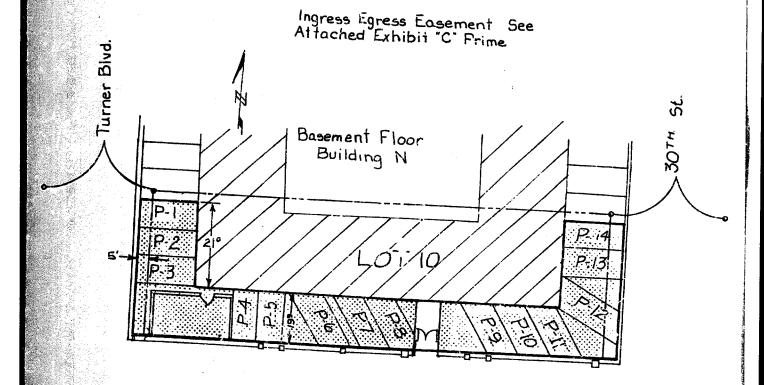
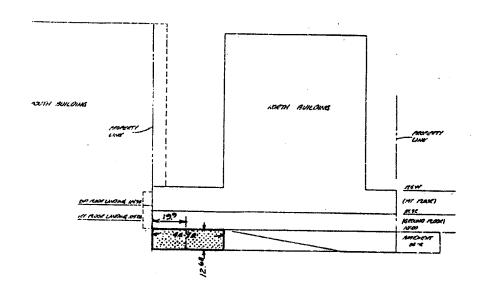


EXHIBIT "B" PRIME

BOCK 762 PAGE 265

TWIN TOWERS CONDOMINIUM PROPERTY REGIME



I) the undersigned, William L. Jacobsen, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the exhibits attached hereto show the location and dimensions of the easements as defined herein. This certification made in accordance with R,k,S. Habraska 75-810.

Dated this 25" day of Celabor, 1986.



William L. Jacobsen

>30TH St.

TWIN TOWERS CONDOMINIUM PROPERTY REGIME

- 1. Ingress and Egress Easement Parking Garage
- 2. Ingress and Egress Easement Ramp to Parking Garage
- Ingress and Egress Easement

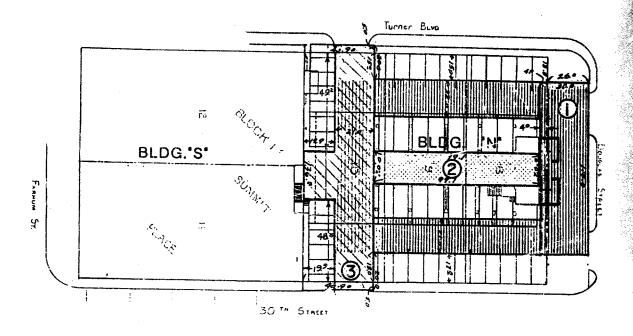
LEGAL DESCRIPTION

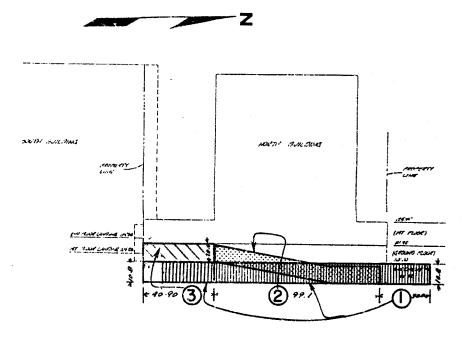
- INGRESS AND FGRESS EASEMENT PARKING GARAGE An Ingress and Egress Easement over and across the North 4.0 feet of the East 106.0 feet of the West 121.0 feet of Lot 8, Block 1, Summit Place, an addition to the City of Omaha, Douglas County, Nebraska, together with rights previously conveyed unto Twin Towers Condominium Regime to ingress and egress over and across the south 26.0 feet of Douglas Street right-of-way adjoining the afore described North 4.0 feet of Lot 8, Block 1, Summit Place on the North, together with the East 22.0 feet of the West 37.0 feet of Lots 8, 9 and 10, said Summit Place except the North 4.0 feet and the South 40.9 feet thereof and together with the West 21.0 feet of the East 33.0 feet of said Lots 9, 9 and 10, Summit Place, except the North 4.0 feet and the Sou h 40.9 feet thereof and together with the North 21.0 feet of the South 40.9 feet of Lot 10, said Summit Place, except the West 15.0 feet and the East 15 % feet thereof, all of the above lying between the floor of the parking garage structure as it may exist from time to time (approximately elevation 88.3) and the ceiling of the parking garage structure (approximately elevation 99.0). Note: Elevations are relative elevations with the floor elevation of Building N at the ground floor near the elevator being elevation 100.00.
- 2. INGRESS AND EGRESS EASEMENT RAMP TO PARKING GARAGE An ingress and egress easement over, across and 10.0 feet above the existing ramp running from the ground floor parking area to the parking garage below, in Lots 8, 9 and 10, Block 1, Symmit Park Addition, to the City of Omana, Douglas County, Nebraska being 10.0 feet each side and 10.0 feet above a line and plane described as follows: Beginning at a point 40.9 feet North of the South line of said Lot 10 and 68.2 feet East of the West Line of said Lots 8, 9 and 10 at approximately 101.0 (the existing ground floor level as it may exist from time to time); Thence North 99.1 feet along a line that is parallel to the West line of said Lots 8, 9 and 10 and along the floor of the ramp as it may exist from time to time to a point that is 4.0 feet South, from the North line of said Lot 8, at approximately elevation 88.3 (the existing floor of the parking garage as it may exist from time to time) said point being the termination of said easement.
- 3. The South 40.9c feet of Lot 10, Block 1 Summit Place Addition to the City of Omaha, Douglas County, Nebraska except the South 19.9

EXHIBIT "C " PRIME

800M 762 PAGE 267

TWIN TOWERS CONDOMINIUM PROPERTY REGIME





I, the undersigned, William L. Jacobsen, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the exhibits attached hereto show the location and dimensions of the easements as defined herein. This certification made in

The total basic value of the entire Condominium Regime is \$734,045; and the basic value of each apartment in the Condominium Regime; the percentage which each apartment shall share in the expenses of, and the rights in, common elements; the votes each unit owner(s) is entitled to; and the approximate aguare feet of each apartment in The Twin Tower Condominium Association, Inc., are as follows:

APARTMENT UNIT NO.	UNIT	BASIC	PERCENT	Votes	APPRO
	TYPE	VALUE			SQ.FT
SBA	COMM	1720	0.23	30	
√SBC	COMM	4960	0.68	23 68	860
SCB	COMM	14060	1.92	192	2480 7030
√Sla ∕Slb	COMM	2678	0.36	36	7030 595
'S1C	COMM	27000	3.68	368	6000
SID	COMM	21150	2.88	288	4700
SZA*	8	4635 4485	0.63	63	1030
-S2B*	10	4290	0.61 0.59	61	690
-S2C	11	3445	0.47	59 47	660
-S2D	1	4583	0.62	62	530
-52E* -52F*	2	4583	0.62	62	705 705
<i>-</i> 52 <i>F</i> - ∕52 <i>G</i>	. 3	4583	0.62	62	705
-52H	4 5	4453	0.61	61	685
521*	5 6	6045	0.82.	82	930
-\$2J+	7	4095 4615	0.56	56	630
√\$2K*	6R	4095	0.63 0.56	63	710
√S2L	5R	6045	0.82	56 82	630
-52M	4R	4453	0.61	61	930 685
-52N* -520*	3R	4583	0.62	62	705
-52P	2R	4583	0.62	62	705
\$20	1R	4583	0.62	62	705
S2R*	9 10R	3575	0.49	49	550
S3A*	8 8	4290 4160	0.59	59	660
S3B*	10	4290	0.57	57	640
53¢	11	3445	0.58 0.47	58	660
S3D	1	4583	0.62	47	530
S3E*	2	√583	0.62	62 62	705
S3F*	3	4583	0.62	62	705 705
S3G S3H	4 .	4453	9:61	61	685
531*	5 6	5045	0.82	82	930
S3J*	7	4095	0.56	56	630
S3K*	6R	4615 40 9 5	0.63	63	710
S3L	5R	6045	0.56	56	630
S3M	4R	4453	0.82 0.61	82	930
53N*	3R	4583	0.62	61 62	685
\$30*	2R	4583	0.62	62	705
183P -430	1R	4583	0.62	62	705 705
-53Q -S3R*	9	3575	0.49	49	550
-S4A*	10R	4290	0.59	59	660
·\$4B*	8 10	4485	0.61	61	690
54C	11	4290 3445	0.59	59	660
-S4D	î	3445 4583	9.47	47	530
S4E*	2	4583	0.62 0.62	62	705
S4F*	3	4583	0.62	62 62	705
S4G	4	4453	0.61	61	705 685
S4H S4I*	5	6045	0.82	82	930
S4J*	6	4095	0.56	56	630
S4K*	7	4615	0.63	63	710
S4L	6R 5R	4095	0.56	56	630
S4M	3R 4R	6045 4453	0.82	82	930
\$4N*	3R	4583	0.61	61	685
			0.62	62	705

762 PAGE 268

_					
\$40*	2R	4583	0.62	62	205
S4P	1R	4583	0.62	62	705 705
-\$4Q -\$4R*	. 9	3575	0.49	49	550
-65A*	10R 8	4290 4485	0.59	59	660
-55B*	10	4290	0.61 0.59	61	690
S5C	11	3445	0.47	59 47	660 530
55D* S5E*	1	4583	0.62	62	705
\$5 F *	2 3	4583	0.62	62	705
S5G	4	4583 4453	0.62	62	705
S5H	Š	6045	0.61 0.82	61	685
S51*	6	4095	0.56	82 56	930 630
S5J* S5K*	7	4615	0.63	63	710
-∕S5L*	6R 5R	4095	0.56	56	630
∕S5M	4R	6045 4453	0.82	82	930
SSN+	3R	4583	0.61 0.62	61 62	685
√\$50 *	2R	4583	0.62	62	705 705
.55₽ .55Q	1R	4583	0.62	62	705 705
.85R*	9 10R	3575	0.49	49	550
-56A*	8	4290 4485	0.59	59	660
S6B*	10	4290	0.61 0.59	61 59	690
56C	11	3445	0.47	47	660 530
S6D S6E*	1	4583	0.62	62	705
S6F.	2 3	4583 4583	0.62	62	705
S6G	12	7833	0.62 1.07	62	705
S6H	13	9523	1.30	107 130	1205
S61*	14	7508	1.02	102	1465 1155
S6J* S6K*	15	7280	0.99	99	1120
S6L	14R 13R	7508	1.02	102	1155
S6M	12R	9523 7833	1.30 1.07	130	1465
S6N*	3R	4583	0.62	107 62	1205
S60* S6P	2R	4583	0.62	62	705 705
S6Q	1R 9	4583	0.62	62	705
S6R*	10R	3575 4290	0.49	49	550
57A*	16 .	5038	0.59 -0.69	59 69	660
S7B	21	5915	0.81	81	775 910
\$7C* \$7D*	20	8028	1.09	109	1235
57E*	19 18	4453	0.61	61	685
S7F*	18R	9360 9360	1.28 1.28	128	1440
\$7G*	19R	4453	0.61	128 61	1440
S7H*	20R	8028	1.09	109	685 1235
S71 S8A*	22	6175	0.84	84	950
S8B*	16 21	5038	0.63	69	775
S8C	20	5915 8028	0.81 1.09	81	910
S8D	19	4453	0.61	109 61	1235
S8E	18	9360	1.28	128	685 1440
S8F S8G	18R	9360	1.28	128	1440
S8H	19R 20R	4453	0.61	61	685
S8I*	22	8028 6175	1.09 0.84	109	1235
S9A*	16	5038	0.69	84 69	950 375
S9B	21	5915	0.81	81	775 910
\$9C* \$9D	20	8028	1.09	109	1235
59D1	23 24	4095 3445	0.56	56	630
S9E	17	3445 5655	0.46 0.77	46	530
S9F	18R	9360	1.28	77 128	870 1440
S9G +	19R	4453	0.61	61	685
S9H * S9I *	20R	8028	1.09	109	1235
510 A*	22	6175	0.84	84	950
S10B*	25 25R	21770 21776	2.97	297	3110
		21770	2.97	297	3110

					800K	762 PAGE 270
_P1	PARKING	192	.0265	2.65	16.2	
~P2	PARKING	192	.0265	2.65	162	
-P3	PARKING	192	.0265	2.65	162	
P4	PARKING	192	.0265	2.65	162	
-25	PARKING	192	.0265	2.65	162	
7 96	PARKING	192	.0265	2.65	162	
27	PARKING	192	.0265	2.65	162	
P8	PARKING	192	.0265	2.65	162	
P9	PARKING	192	.0265	2.65	162	
P10	PARKING	192	.0265	2.65	162	
P11	PARKING	192	.0265	2.65	162	
P12	PARKING	192	.0265	2.65	162	
P13	PARKING	192	.0265	2.65	162	
P14	PARKING	192	.0265	2.65	162	
	TOTALS =	734,045	100.00	10,000	125,27	3

[&]quot;*" Indicates a balcony in this unit!!

EXHIBIT "E" PRIME

NEX 763 PINE 271

TWIN TOWERS CONDOMINIUM PROPERTY REGIME

Limited Parking, Ingress and Egress Easement.

LEGAL DESCRIPTION

All of Lots 8, 9 and 10, Block 1, Summit Place addition to the City of Omaha, Douglas County, Nebraska, except the North 21.0 feet of the South 40.90 feet of said Lot 10, and the South 19.90 feet of the West 38.05 feet of the East 86.80 feet of said Lot 10 and except that part presently lying within the confines of the building walls and areas presently occupied by structures at the ground floor level of Building N as indicated hereon and vertically defined as being above parking surface as it may exist from time to time (approximately elevation 101.0) and below the lower structure of the first floor of Building N (approximately elevation 111.32). Note: Elevations are relative elevations with the floor elevation of Building N at the ground floor near the elevators being elevation 100.00

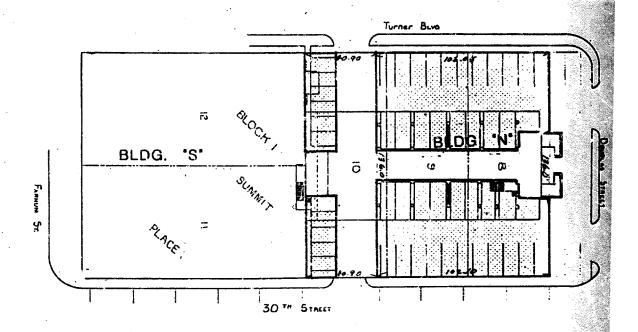
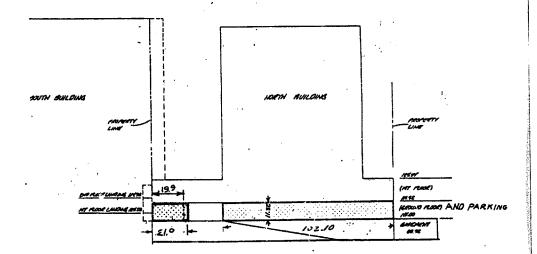


EXHIBIT "E" PRIME

BOOK 762 PAGE 272

TWIN TOWERS CONDOMINIUM PROPERTY REGIME



I, the undersigned, William L. Jacobsen, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the exhibits attached hereto show the location and dimensions of the easements as defined herein. This certification made in accordance with R.R.S. Nebraska 76-810.

Dated this day of Ortobox, 198.



William L. Jacobsen

FAMA'S

LE

EXHIBIT "F" PRIME

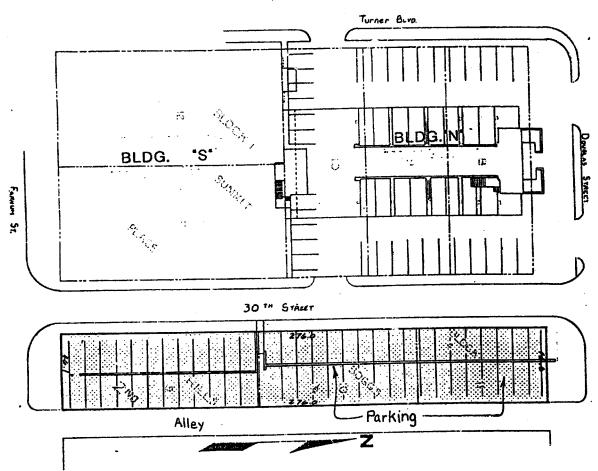
BOOK 762 PAGE 273

TWIN TOWERS CONDOMINIUM PROPERTY REGIME

Parking

LEGAL DESCRIPTION

Lot 9, 10 and 11, Block 4, Boggs and Hills Second Addition, to the City of Omaha, Douglas County, Nebraska.



I, the undersigned, William L. Jacobsen, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the exhibits attached hereto show the location and dimensions of the easements as defined herein. This certification made in accordance with R.R.S. Nebraska 76-810.

RK/NG

TWIN TOWERS CONDOMINIUM PROPERTY REGIME

Fire Escape Easement.

LEGAL DESCRIPTION

An easement for Ingress and Egress over and across the West 27.4 feet of the East 69.1 feet of the North 5.0 feet of Lots 11 and 12, Block 1, Summit Place Addition to the City of Omaha, Douglas County, Nebraska, being defined vertically as shown herein. Note: Elevations shown are relative elevation with the floor elevation of Building N at the ground floor near the elevators being elevation 100.00.

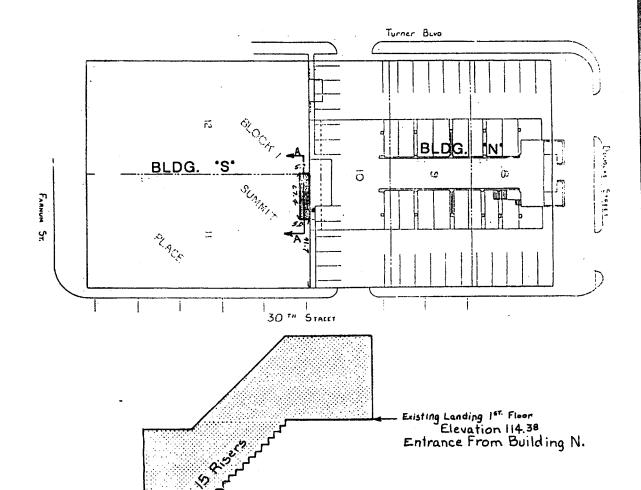
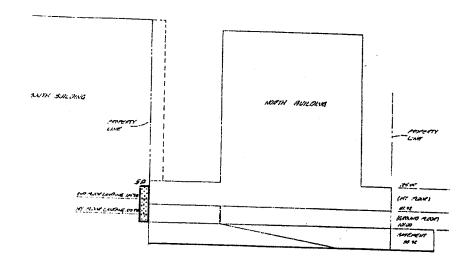


EXHIBIT "G" PRIME

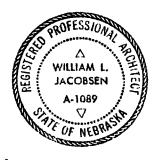
BOOK 762 PAGE 275

TWIN TOWERS CONDOMINIUM PROPERTY REGIME



I, the undersigned, William L. Jacobsen, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the exhibits attached hereto show the location and dimensions of the easements as defined herein. This certification made in accordance with R.R.S. Nebraska 76-810.

Dated this Hoday of Octabor, 1985.



Williamir Judum
William L. Jacobsen

3K 762 Del V/C N 89-732tc Fee 163.50 THE

1986 JAN GEORGE REGISTE DOUGLAS

16

AMENDMENT TO MASTER DEED

This is an amendment to the Master Deed and Declaration made the 27th day of December, 1983 by Twin Towers Limited Partnership, a Nebraska limited partnership, its successors and assigns, including Midwest Granite, Inc., doing business as Twin Towers Development Company, an Iowa corporation.

WHEREAS, the Master Deed provides for and contemplates the right to subdivide and combine units and the right to construct connecting doors and hallways between abutting units and to thereby combine apartment units subject to approval of any such activity by the Association Board, and,

WHEREAS, the Association Board has approved the combining and reconfiguration in part of units <u>S6A</u>, <u>S6B</u> and <u>S6R</u> into new units <u>S6A</u> and <u>S6R</u> provided the resulting units bear pro rata the percentage of basic value assigned to the original space.

NOW, THEREFORE, the Master Deed is deemed amended in the following manner.

- 1. Units $\underline{S6A}$, $\underline{S6B}$, and $\underline{S6R}$ shall be deemed reconfigured and relabeled as units $\underline{S6A}$ and $\underline{S6R}$ as shown on Exhibit "A" and attached hereto and incorporated by reference.
- 2. The resulting basic value of each apartment, the percentage share and the expenses and rights in the common elements as well as the votes each unit is entitled to are also shown and depicted on Exhibit "B" attached hereto and incorporated by reference.

AGREED to this / day of May, 1988.

FS-94 ME.

RECEIVED
UGBUAY 27 FHI2: 30
GECAGE J. I. SOUCH RECEIVED
RECEIVE BUGBS
FORMAN FORMAN

OWNERS OF UNITS S6A , S6B and S6R IN THE TWIN TOWERS CONDOMINIUM, PURSUANT TO A MASTER DEED AND DECLARATION MADE THE 27th DAY OF DECEMBER, 1983, AS AMENDED

By: N. Michael Cutles

MIDWEST GRANITE, INC., an IOWA corporation, d/b/a TWIN TOWERS DEVELOPMENT COMPANY

850 N 89- 78	GIO PER /00. By:_	21 Michael Cutter
223-228	DEL 1 MO ALC	President
M Mand COMP CT F/B_	11- 39391	

BOOK 850 PAGE 224

CERTIFICATION

The undersigned is the secretary of the Twin Towers Condominium Association, a Nebraska nonprofit corporation and certifies that the foregoing Amendment to the Master Deed has been authorized and approved by the Association Board.

By: Bth P. Cuther Section

STATE OF NEBRASKA)

SS.

COUNTY OF DOUGLAS)

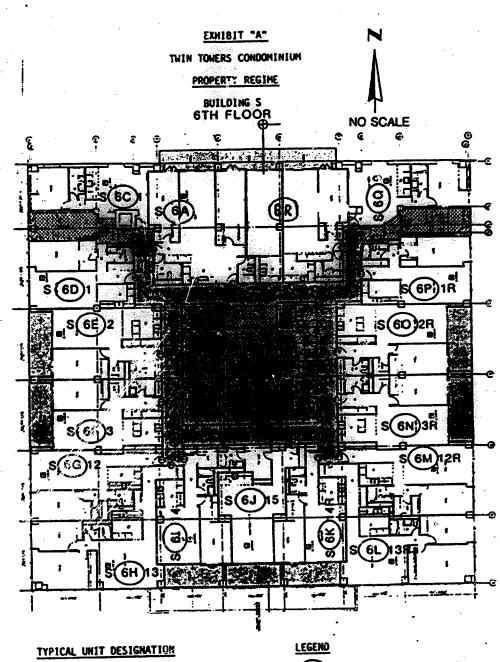
The foregoing Amendment to Master Deed was acknowledged for the before me this 24 day of May, 1988 by Refty F. Cutler Fresher of Midnest Grante Time, the Continued voluntary act and deed of the same, as such, on behalf of said Corporations.

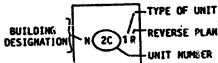
Notary Public

My Commission Expires:



BOOK 850 PAGE 225







- Apartment Unit Number



- Limited Common Elements



- General Common Elements

The total basic value of the entire Condominium Regime is \$734,045; and the basic value of each spartment in the Condominium Regime; the percentage which each spartment shell share in the expanses of, and the rights in, common elements; the votes each unit owner(s) is entitled to; and the appreximate square feet of each apartment in The Tvin Tower Condominium Association, Inc., are as follows:

SBA	APARTHENT UNIT NO.	UNIT TYPE	BASIC VALUE	PERCENT	VOTES	APPRO SQ. FT
SEC COMM 4960 0.68 68 24400	The second secon	COM	1720	0.23	23	860
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SEL				0.63		
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F13	¥.	PANKING	192 .0245	2.65	162
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94		PARTING	192 .0245	2.65	162
- #7 - #8		Parking Parking	192 .0265	2.65	162 162
71		PARTING	191 .0165	2.65	162
21		PARKING	192 -0265	2. 65	
学。		PARKET		2.65	3.62
Pl		PARKENG	192 .0265	2.65	162

Indicates a balcony in this unit!!

Pink. 21/8/

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RATIFICATION AND AMENDMENT TO MASTER DEED

The undersigned requisite owners of units in Twin Tower Condominium representing an approval of more than two-thirds of the owners measured by voting and assessment power and further by a majority vote of the Board of Directors of the Twin Tower Condominium Association, a Nebraska nonprofit corporation, do hereby amend the Master Deed dated the 27th day of December, 1983, recorded at Book 1721 Page 280; to provide for the addition of certain underground parking stalls in the following particulars, to wit:

1. The underground parking stalls as referenced in Exhibit "B" Prime attached to the original Master Deed are hereby amended to conform to and include the additional ten units as set forth on Exhibit "A" attached hereto and incorporated by reference. The stalls thus included in the Condominium Regime may be freely alienated by the owners from time to time thereof.

EXECUTED this 2 day of Hell

RECEIVED	MIDWEST GRANITE INC., an Iowa corporation doing business as Twin Towers Development Company
GEOTAL J. AUGUENICZ Reportus of DEEDS Brooklas repart, nebr.	By H. Muchael Cuthe, Resident
Tt. Ulan	H. Michael Cutler
	Betty F. Cutler
F NEBRASKA)	_

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

30.5

The foregoing instrument was acknowledged before me this of Midwest Granite, Inc. and H. Michael Cutler and Betty F.

	Notary Public			
LINDA M. LOWE Com. for Man 22. (C)	BK	N	clo	FEE 11
22 (23)	PG	N	DEL: VK	MC W

16 - 3000

16-37400

BOOK 878 PAGE 291

The undersigned secretary of the Twin Tower Condominium Association, a Nebraska nonprofit corporation, hereby certifies the attached amendment was duly executed by the members signing the same.

Ditty M. Cecclic Secretary

STATE OF NEBRASKA

COUNTY OF DOUGLAS

EMERAL MCTARY-State of Refusalsa LUNDA M. LOW/E LINDA Exp. March 22, 1980 Notary Public

7

BOOK 878 PAGE 292

ADDITIONAL SIGNATURE LINES FOR OWNERS OF UNITS IN THE TWIN TOWERS CONDOMINIUM ASSOCIATION REGARDING THE ADDITION OF 10 PARKING STALLS TO THE CONDOMINIUM REGIME

N.T. Lawis 8-C	Dovolly Zuch 46
Joekan 2-I	Det Bailey 9-B
Jelen Kolland 5-C	Muc B Robins 60
JUTHED 6A.	Wind Residen 3I
Lavid Kerber 510B	Harolf Dicker 40
Marie Ruddicke 75	laur Joune #8B
bein Bregues 9E	- Etmuphy 60
Jeffe Resnick 20	Son E. Kaffan 7E
Donna PSisley	F.M.B. Wannarps 2G
Valerii Vilander 60	
& Winner 24	Coresie John 6R
Ala Ban 34.27	John MByer 3K
Jn-Call 5L	Wey Ene Sanders for 8F
Mildred Ringer 5N	Deorge Richione 4.0
	Shegory V. Fant 6K.

77

BGOK 878 PAGE 293

ADDITIONAL SIGNATURE LINES FOR OWNERS OF UNITS IN THE TWIN TOWERS CONDOMINIUM ASSOCIATION REGARDING THE ADDITION OF 10 PARKING STALLS TO THE CONDOMINIUM REGIME

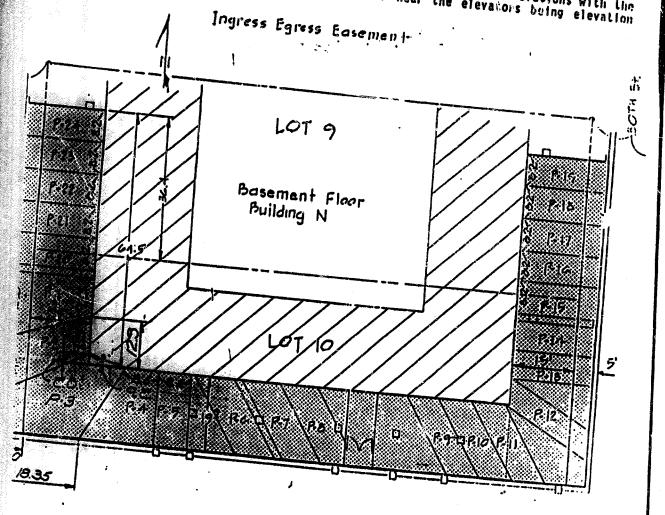
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The Grener 4H	
Terginia Poucher	
Postokly 65	
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Fubert Hanson 5E	
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Tyle & pladding	
Margaret m Spetan	
Randy F Kasamera	
Celial. Jenkins	
Mary H. Pucis 50	

TE

TWIN TOWERS CONDOMINIUM

PROPERTY REGIME

UNIERGROUID PARKING - The South 19.9 feet of Lot 10. Strumtt Place Addition to the City of Cmaha. Douglas County, metrasks together with the Nest 15.0 feet of said Lot 10 and the Lot 9. Summit Place, and together with the South 36.4 feet of the West 15.0 feet of 3. and together with the South 36.4 feet of the East 15.0 feet of City of Cmaha over and across the Nest 5.0 feet of Twin Towers Condominium Regime by Line 5.0 feet of Turner South Year Pight-of-way adjoining after the South 36.4 feet of the East 15.0 feet of Lot 9 and 10 on the East and the Nest 5.0 feet of 30th Street right-of-way and the first existing floor of the Parking garage structure as it may exist from time to time (approximately elevation 88.3) and below the ceiling of said parking garage structure floor elevation of Swilding N at the ground floor near the elevations with the 100.00.



The total basic value of the entire Condensision Prylow is \$730,015; and the basic value of each operation in the Condensision Region; the percentage which each apartment shall share in the expenses of, and the rights in, common election, the operation of each operations in the recent election, agastr fact of each apartment in The Trin Tower Contensision Association, Inc., are as follows:

APARTNEM UNIT NO.	7 en			ext vote	
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*310	CON	M 2766 M 2885	3.66	368 .	595
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-52A+			~.~~	63	1030
-626-	10	4290		61 59	690
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-232-	1 2	4563		62	705
-251-	. 3	4543 4583		62	705
-256	4	4453	0.62 0.61	62	705
-624. 621+	5	6045	6.62	61 '82	605
-523+	•	4095	. 6.56	56	930 630
•62K*	7 68	4613	0.63	63	710
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-62P	2R	4583	0.62	62	705 705
-520	1R 9	4583	0-62	62	705
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S33+	6	4095	0.56	56	930 630
S3K*	. / 6R	4615 4095	0.63	63	710 ·
S3L	SR	4095 6045	0.56	56	630
Sin	4R	4453	0.62 · 0.61	82	930
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-648	11	3445	0.47	47	660 530
-54E+	2	4583 4583	0.62	62	705
S4F*	3	4583	0.62	62	705
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543•	6 7	4095	0.56	56 56	930 630
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Pi	PARKING	96	.01325	1.325	
P2	PANKING	96	.01325	1.325	250
P3	PARKING	96	.01325	1.325	235
₽4	PARKING	96	.01325	1.325	340
P5	PARKING	96	.01325	1.325	260
26	PANKING	96	.01325	1.325	170
PT	PANKING	96	.01325	1.325	162
P\$	MAKING	96	.01325	- 1.325	162
29	PARKING	95	-01325	1.325	163
Plo	PARKING	96	.01325	1.325	162
P11	PARKING	96	.01325	1.325	162
P12	PARKING	96	.01325	1.325	162
P13	PARKING	96	.01325	1.325	162
P14	PARKING	96	.01325		162
P15	PARKING	96	.01325	1.325	164
P16	Parking	96	.01325	1.325	164
P17	PARKING	96	.01325	1.325	164
P18	Parking	96	-01325	1.325	164
P19	PARKING	96		1.325	164
P20	PARKING	36	.01325	1.325	164
P21	PARKING	96	-01325	1.325	164
P22	PARKING	96	.01325	1.325	164
P23	PARKING	96	.01325	1.325	164
P24-	PARKING		.01325	1.325	164
		36	.01325	1.325	164
	TOTALS -	734,045	100.00	10,000	127,358

"" INDICATES A BALCONY IN UNIT !!

800K 1954 PAGE 532

NEBR DOC STAMP TAX

USC Date 2-93

S D Sy CC

RATIFICATION AND AMENDMENT TO MASTER DEED

The undersigned requisite owners of units in Twin Tower condominium representing an approval of more than two-thirds of the owners measured by voting and assessment power and further by a majority vote of the Board of Directors of the Twin Tower Condominium Association, a Nebraska nonprofit corporation, do hereby amend the Master deed dated the 27th day of December, 1983, recorded at Book 1721 Page 280, to provide for the addition of certain underground parking stalls in the following particulars, to wit:

- 1. The underground parking stalls as referenced in Exhibit "B" Prime attached to the original Master Deed are hereby amended to conform to and include the additional Twenty-Seven (27) units as set forth on Exhibit "A" attached hereto and incorporated by reference. The stalls thus included in the Condominium Regime may be freely alienated by the owners from time to time thereof.
- 2. The burdens and benefits of ownership and the percentage of liability for common area assessment and voting power is hereby restructured and reassessed pursuant to the attached Exhibit "C" to reflect the subdivision and creation of the 27 parking units above referenced.

Furthermore, the undersigned requisite owners of units in Twin Tower condominium representing an approval of more than two-thirds of the owners measured by voting and assessment power and further by a majority vote of the Board of Directors of the Twin Tower Condominium Association, a Nebraska nonprofit corporation, do hereby amend the Amendment to Master Deed dated the 6th day of January, 1988, recorded at Book 762 Page 260, as follows:

3. Paragraph 4 of the aforementioned Amendment is hereby amended as follows:

The obligation to pay for the cost of the repair, maintenance, and replacement of surface parking shown on Exhibit "E" shall be assessed one-half (1/2) to the South Tower unit owners association on behalf of the South Tower condominiums and one-half (1/2) to the North Tower unit owners association on behalf of the North Tower condominiums.

CASH 8/20 BR 1954 R 47-635 FT 37400

MEMPRE 1004 PG 332. 5 6/0 COMP 16 - 37400

FEE 6 200 OF 120 LEGL PG NC FV

BOOK 1954 PAGE 533

MIDWEST GRANITE INC., an Iowa corporation doing business as Twin Towers Development Company

Ex: V. Midal Cutter, Rendert STATE OF NEBRASKA) ss. COUNTY OF DOUGLAS The foregoing instrument was acknowledged before me this day of 1993, by 14. Michael Cottlevof Midwest Granite, Inc. and H. Michael Cutler and Betty F. Cutler. SENERAL NOTARY-State of Nobraska LINDA M. LOWE My Comm. Exp. March 22, 1994 The undersigned treasurer of the Twin Tower Condominium Association, a Nebraska nonprofit corporation, hereby certifies that the attached amendment was duly executed by the members signing the same. STATE OF NEERASKA) ss. COUNTY OF DOUGLAS The foregoing instrument was acknowledge before me this <u>o</u> day of 1993, by <u>bon</u> the treasurer of the Twin Tower Condominium Association, a nonprofit corporation. Notary Public GENERAL MOTARY-State of Nebraska LINDA M. LOWE My Comm Exp. March 22, 1994

P 1	PARKING	0.0			
P2	PARKING	96	.00624	.624	250
P3	PARKING	96	.00624	.624	235
P4	PARKING	96	.00624	.624	340
P5	PARKING	96	.00624	.624	260
P6	PARKING	96	.00624	.624	170
P7	PARKING	96	.00624	.624	162
P8		96	.00624	.624	162
P9	PARKING PARKING	96	.00624	.624	162
P10	PARKING PARKING	96	.00624	.624	162
P11	PARKING PARKING	96	.00624	.624	162
P12	PARKING	96	.00624	.624	162
P13	PARKING	96 26	.00624	.624	162
P14	PARKING	96	.00624	.624	162
P15	PARKING	96	.00624	.624	164
P16	PARKING	96	.00624	.624	164
P17	PARKING	96	.00624	.624	164
P18		96	.00624	.624	164
P19	PARKING	96	.00624	.624	164
P20	PARKING	96	.00624	.624	164
P21	PARKING	96	.00624	.624	164
P22	PARKING	96	.00624	.624	164
P23	PARKING	96	.00624	. 624	164
P23 P24	PARKING	96	.00624	.624	164
P25	PARKING	96	.00624	.624	164
P26	PARKING	96	.00624	.624	164
P27	PARKING	96	.00624	.624	164
P28	PARKING	96	.00624	.624	164
P29	PARKING	96	.00624	.624	164
P30	PARKING	96	.00624	.624	162.4
P31	PARKING	96	.00624	.624	162.4
P32	PARKING	96	.00624	.624	162.4
P32	PARKING	96	.00624	≈624	162.4
P34	PARKING	96	.00624	.624	162.4
P35	PARKING	96	.00624	.624	162.4
P36	PARKING	96	.00624	.624	162.4
P37	PARKING	96	.00624	.624	192
P38	PARKING	96	.00624	.624	228.5
P39	PARKING	96	.00624	.624	230.9
- 4-	PARKING	96	.00624	.624	194
P40 P41	PARKING	96	.00624	.624	163.2
P42	PARKING	96	.00624	.624	163.2
P43	PARKING	96	.00624	.624	163.2
P43	PARKING	96	.00624	.624	163.2
	PARKING	96	.00624	.624	163.2
P45	PARKING	96	.00624	.624	165.2
P46	PARKING	96	.00624	.624	165.2
P47	PARKING	96	.00624	.624	174.3
P48 P49	PARKING	96	.00624	.624	174.3
P50	PARKING	96	.00624	.624	174.3
P51	PARKING	96	.00624	.624	174.3
F31	PARKING	96	.00624	.624	174.3
	TOTALS -	736,637	100.00	10,000	132,014

^{*} Indicates a balcony unit

ADDITIONAL SIGNATURE LINES FOR OWNERS OF UNITS IN THE TWIN TOWER CONDOMINIUM ASSOCIATION REGARDING THE ADDITION OF 27 PARKING STALLS TO

THE CONLUMINION	M REGIME
- Sune IV Sunes 3F	ominia F Romer 91
Janene Milson 56	Jung Moor 63
Tethan Summera 2H	Juck Charley 9 B
Nefer C. malone 5D	19200 9-D
Deory toll vhick Kufor 70-E	Millied K. Ringer 5N
Muily Celbert 5M	porte lett 5 Q
Donna P. Sisley 6F	Merry K. Opinion S-5C
BOB EVNUEZT 32	Harold Junes 54D
Mae Williams TC	Brest Hutton 24
Outre Olmed 80	Marjorie B. Wannarke 2G
Sent find 94	Mary G. Graining 4%
Ward V. Lewis 8-c	Heldar Denkiss (3-P
Gregory V. Fant. GK	John Cahin 729
Man Now GR	John Howal Jolken 2- 2-
Marcia Cothrague 40	De Word Visatet 9I
Wazel threatofferson 3 M	Louis skoli
Mary Muca 50-P	I Muchael Cittle
Vingonia Pouster 60	Midwest Granite Inc DEA
Jungstry 3t	This yours Beneford
1) 4 SIOB	by W. Michael Ruder
deliver Delita 6H	SITE Cult
Herbert I Hange 5E	
Jelez Bremer 4H	
A. Van K Khaty HX	
Nimin 12 latz CC	

ADDITIONAL SIGNATURE LINES FOR OWNERS OF UNITS IN THE TWIN TOWER CONDOMINIUM ASSOCIATION REGARDING THE ADDITION OF 27 PARKING STALLS TO THE CONDOMINIUM REGIME

Celeste Mutchell 48	
2 101 A 4 10 10 10 10 10 10 10 10 10 10 10 10 10	
alie M Lanin 6M	
mary & Kille 9-8.	
Al Jal 20:34	
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IN THE TWIN TOWER CONDOMINIUM ASSOCIATION REGARDING THE ADDITION OF 27 PARKING STALLS TO THE CONDOMINIUM REGIME and il

ADDITIONAL SIGNATURE LINES FOR OWNERS OF UNITS

ADDITIONAL SIGNATURE LINES FOR OWNERS OF UNITS IN THE TWIN TOWER CONDOMINIUM ASSOCIATION REGARDING THE ADDITION OF 27 PARKING STALLS TO THE CONDOMINIUM REGIME			
MAN-livel.	Miss 8D		
			
			
4.4			
	44.		
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TWIN TOWERS CONDOMINIUM PROPERTY REGIME

UNDERGROUND PARKING - THE SOUTH 19.9 FEET OF LOT-10, SUMMIT PLACE ADDITION TO THE CITY OF CMAMA, DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH THE WEST 15.0 FEET OF SAID LOT 10 AND THE EAST 17.0 FEET OF LOT 9, SUMMIT PLACE, AND TOGETHER WITH THE WEST 15.0 FEET OF LOT 9, SUMMIT PLACE, AND TOGETHER WITH THE EAST 17.0 FEET OF LOT 9, AND TOGETHER WITH THE EAST 17.0 FEET OF LOT 8 IN SAID SUMMIT PLACE, AND TOGETHER WITH THE WEST 15 FEET OF THE SOUTH 23.7 FEET OF SAID LOT 8 AND TOGETHER WITH THE EAST 19.8 FEET OF THE WEST 56.8 FEET OF LOT 9, AND TOGETHER WITH THE EAST 19.8 FEET OF THE WEST WITH THE EAST 19.8 FEET OF THE WEST 56.8 FEET OF THE SOUTH 4.6 FEET OF SAID LOT 8, AND TOGETHER WITH THE EAST 19.8 FEET OF THE WEST 78.1 FEET OF SAID LOT 10, AND TOGETHER WITH THE EAST 19.9 FEET OF THE WEST 78.0 FEET OF SAID LOT 10, AND TOGETHER WITH THE EAST 19.9 FEET OF THE WEST 98.0 FEET OF T

RELATIVE ELEVATIONS WITH THE FLOOR ELEVATION OF BUILDING N AT THE GROUND FLOOR NEAR THE ELEVATORS BEING ELEVATION 100.00. Ingress & Egress Easemeht 1100 N P-4 P-28 P-48 (7.27 P-49 P+24 P-46 **45**0 P-25 P-30 P-51 P-24 P-31 P.44 P-19 P.23 12-32 P43 P-16 F-22 P33 0.42 P-17 P-21 P.34 P-16 P-36 P-39 P-20 P 35 P-40 6.0 D. P-14 P-15 P.Z Ú

Blud,



1261 309 MISC



12081 98 309-311

198 Oug. 28 PM 1:41

RATIFICATION AND AMENDMENT TO MASTER DEED

This is an Amendment to the Master Deed and Declaration of the Twin Towers Condominium dated December 27, 1983 and recorded on December 30, 1983 in the office of Register of Deeds where the same is located in Deeds Book 1721 at Page 280 is made by the undersigned requisite owners of the Twin Towers Condominium, located in Douglas County, Nebraska.

WHEREAS, Section 5 of the Master Deed and Declaration of the Twin Towers Condominium, located in Deeds Book 1721 at Pages 283-284 of the records of the Register of Deeds for Douglas County, Nebraska defines the heating systems located in the South Tower of the Condominium as general common elements of the Condominium; and,

WHEREAS, Section 7(b) of the Master Deed and Declaration of the Twin Towers Condominium, located in Deeds Book 1721 at Page 285 of the records of the Register of Deeds for Douglas County, Nebraska provides that the Twin Towers Condominium Association (hereinafter "the Association") shall have the responsibility for maintaining the general common elements of the Condominium; and,

WHEREAS, Section 7(h) of the Master Deed and Declaration of the Twin Towers Condominium, located in Deeds Book 1721 at Page 288 of the records of the Register of Deeds for Douglas County, Nebraska requires the approval of three-fourths (3/4 ths) or more of the total basic value of the Condominium to delete common elements from the Condominium; and,

WHEREAS, the undersigned owners of more than three-fourths (3/4 ths) of the basic value of the Condominium desire to amend the Master Deed and Declaration of the Association to delete from the definition of general common elements of the Condominium the boilers, heat exchangers, pumps, tank, flue, and piping appurtenant to the same described below and serving the North Tower only, and to relieve the Association from the responsibility and liability for maintaining the same.

NOW, THEREFORE, the By-Laws of the Twin Towers Condominium Association are deemed amended in the following manner:

1. The following heating system components serving the North Tower only and located in the Boiler Room of the South Tower of the

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RETURN: Joven Jones C 3000 Farnam # (08131	H4W 20
RETURN: 2000 Farnam +	1 1 1 29 797
68131	FEE 0 FB 16 37 3 10
	BKPC/OCOMP
120° pt	DELSCAN CONTROL FV

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Condominium are hereby deleted from the definition of general common elements set forth in Section 5 of the Master Deed and Declaration of the Condominium, located in Deeds Book 1721 at Page 283-284 of the records of the office of the Register of Deeds of Douglas County, Nebraska:

- 1. Two (2) Kewanne Firetube natural gas steam boilers built in 1930, each measuring approximately 9' x 10' x 24'; and.
- 2. One (1) Cleaver Brooks Watertube natural gas steam boiler built in 1983, measuring approximately 3' x 6' x 7'; and,
- Two (2) heat exchangers serving the above boilers; and,
- 4. Two (2) condensation pumps serving the above boilers: and,
- 5. Two (2) Bell and Gossett chillers; and.
- 6. Two (2) condensate pumps that serve the above chillers; and,
- 7. Seventy feet (70') of flue serving the above boilers that runs to the chimney; and,
- 8. Four inch (4") water piping associated with the chillers that connects to the eight inch (8") cooling tower manifolds; and.
- 9. One hundred-fifty feet (150') of gas pipe running from the gas meter to the above boilers:
- 10. One (1) old compressor and controls;
- 11. Steam to Hot Water Converters and associated controls; and,
- 12. New North Tower two-pipe pump; and,
- 13. Old four-pipe heating pump; and,
- 14. Old four-pipe cooling pump; and,
- 15. All steam piping; and,
- 16. All North Tower 2-pipe piping; and,
- 17. All North Tower 4-pipe piping; and,
- 18. All wiring that serves North Tower

equipment; and,

All gas piping that serves the North Tower.

 The responsibility of the Twin Towers Condominium Association for altering, maintaining and repairing the heating system components contained in paragraph 1 hereof, set forth in paragraph 7(b) of the Master Deed and Declaration of the Condominium, located in Deeds Book 1721 at Page 285 of the records of the Register of Deeds for Douglas County, Nebraska is hereby deleted, and the Association is relieved from the same.

Agreed to this 28th day of days, 1998.

CERTIFICATION

The undersigned is the President of the Twin Towers Condominium Association, a Nebraska non-profit corporation, and hereby certifies that the foregoing Amendment to Master Deed and Declaration has been authorized and approved by the attached unit owners.

> TWIN TOWERS CONDOMINIUM ASSOCIATION, A Nebraska Non-Profit Corp.,

Deb Shaddy President

STATE OF NEBRASKA) COUNTY OF DOUGLAS)

The foregoing Certification of Amendment to Declaration was acknowledged before me this 29 day of June, 1998 by Deb Shaddy, President of Twin Towers Condominium Association, a Nebraska nonprofit corporation, as her voluntary act and deed on behalf of said corporation.

Witness my hand and seal in Omaha in said County and State on the last date above-mentioned.

GENERAL NOTARY-State of Nebraska SCOTT A. BOYER My Comm. Exp. March 23, 2005

NOTARIAL SEAL AFFIXED REGISTER OF DEEDS