

against the property repaired, repayable to the Association together with ordinary interest at 14% per annum when title to the property is sold or transferred. Such deficiency assessment shall be a common expense and shall be due and payable within 30 days after written notice thereof has been mailed to each Owner. Subject to the foregoing, the Association shall have full authority, right and power, as attorney-in-fact, to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. Assessments for common expenses shall not be abated during the period of insurance adjustment and repair and reconstruction unless otherwise determined by the Board of Directors.

6.5 Special Assessment Lien. The assessment provided for in paragraph 6.4 shall be a personal debt of each Owner and a lien upon his Condominium Unit and may be enforced and collected as provided in paragraphs 5.9 and 5.11 above, and the Owner shall be required to pay to the Association all amounts provided for in said paragraphs. In addition, the Association, as attorney-in-fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association as attorney-in-fact, pursuant to the provisions of this paragraph. The proceeds derived from such sale shall be used and disbursed in the following order:

1. For payment of customary expenses of sale and the balance of the lien of any first mortgage;
2. For payment of taxes and special assessment liens in favor of any assessing entity;
3. For payment of unpaid common expenses and all costs, expenses and fees incurred by the Association;
4. For payment of junior liens and encumbrances in the order of and to the extent of their priority.

The balance remaining, if any, shall be paid to the Unit Owner.

6.6 Action to be Taken if Insurance Proceeds are Insufficient to Repair and Damage is More than 60 Percent of Replacement Cost.

- (a) Sale of Damaged Units. If the insurance proceeds are insufficient to repair and reconstruct the damaged improvements, and the Owners thereof do not provide the

additional funds required, and if such damage is more than 60 percent of the total replacement cost of the building in which the damaged Unit(s) is situated, not including land, and if the Owners representing a majority of the Units in the Project, whether or not built or completed, do not within 100 days after the damage has occurred make provisions for reconstruction and obtain the approval for such action of the first mortgagees representing at least a majority of the Units which are subject to mortgages, then the Association shall forthwith record a notice setting forth such facts and thereafter the damaged Units shall be individually sold by the Association pursuant to the provisions of this paragraph, as attorney-in-fact for the Owners of the damaged building(s), subject to the provisions contained in this Declaration, Articles of Incorporation and the By-Laws. Assessments for costs and expenses shall not be abated during the period prior to sale. The net sales proceeds of each Unit in the damaged building shall be paid over to the Owner thereof by the Association. Any Purchaser of such Units shall be required to reconstruct the Unit within sixty (60) days after closing of the purchase, in accordance with the same plans and specifications for the exterior thereof as the original construction. Failure to comply with this provision shall constitute a violation of this Declaration which will constitute an option for the Association to purchase the Unit for a price equal to 50% of the amount paid by such purchaser for the damaged Unit.

- (b) Reconstruction. If the insurance proceeds are insufficient to repair and reconstruct the damaged improvements and if such damage is more than 60 percent of the total replacement cost of all the improvements in the Project not including land, and if the Owners and mortgagees adopt a plan for reconstruction, as provided in paragraph 6.6(a) within 100 days after the damage has occurred, then all the Owners shall be bound by the terms and other provisions of such plan. In that event such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment to be made against all of the Owners and their Units in accordance with the plan of reconstruction. Such assessment shall be a common expense and made according to each Owner's share interest in the common elements and shall be due and payable within 30 days after written notice thereof has been mailed to each Owner. Subject to the foregoing,

the Association shall have full authority, right and power, as attorney-in-fact, to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. Assessments for common expenses shall not be abated during the period of insurance adjustment and repair and reconstruction unless otherwise determined by the Board of Directors.

- (c) Special Assessment Lien. The Assessment provided for in subparagraph 6.6(b) shall be a personal debt of each Owner and a lien on his Condominium Unit and may be enforced and collected by either of the methods provided for in paragraphs 5.9, 5.11 and 6.5 above, and the Owner shall be required to pay to the Association all amounts provided for in said paragraphs. If the Association elects to sell the Condominium Unit, the proceeds shall be disbursed as set forth in paragraph 6.5 above.

6.7 Obsolescence of Common Elements. The Owners representing an aggregate ownership interest of at least 80 percent of the Units, including those not built or completed, may agree that the common elements are obsolete, and adopt a plan for their renewal and reconstruction, which plan must be approved by all first mortgagees. If a plan for renewal and reconstruction is adopted, notice of such plan shall be recorded, and the expense of renewal and reconstruction shall be specially assessed against all of the Owners and their Units as a common expense in accordance with the plan for renewal and reconstruction, whether or not they have previously consented to the plan of renewal and reconstruction. The assessment provided for herein shall be a personal debt of each Owner and a lien on his Condominium Unit and may be enforced and collected by either of the methods provided in paragraphs 5.9, 5.11 and 6.5 above, and the Owner shall be required to pay to the Association all amounts provided for in said paragraphs. If the Association elects to sell the Condominium Unit, the proceeds shall be disbursed as set forth in paragraph 6.5 above.

Section 7. RIGHT TO ACQUIRE ADDITIONAL PROPERTY.

Association may acquire and hold for the benefit of all of the Unit Owners real and tangible and intangible personal property and may dispose of the same by sale or otherwise. The cost of any such property shall be borne by, and the beneficial interest in any such property shall be owned by, all of the Unit

Owners in the same proportions as their respective interests in the common elements, and such interest therein shall not be transferable except with a conveyance of a Condominium Unit as provided in this Section 7. The Unit Owners' interest in all general and limited common elements shall remain as it was before any additions of or to the general or limited common elements, and there shall be no change in voting power of any Owner in the Association. A conveyance of a Condominium Unit shall transfer to the grantee ownership of the grantor's beneficial interest in such additional real and personal property without any reference thereto.

Section 8. RESTRICTIVE COVENANTS AND OBLIGATIONS.

8.1 Residential Use; Structures. The Project is hereby restricted to residential dwellings for residential use and uses related to the convenience and enjoyment of such residential use. All buildings or structures erected upon the Property shall be of new construction, and no buildings or structures shall be moved from other locations onto the Property, and with the exception of buildings constructed as part of the general common elements, no buildings other than the Building and structures shown on the Plan shall be erected or constructed on the Property except as allowed by the Planned Unit Development ordinance governing the Project, and with the approval of Owners representing at least 75 per cent of the Units, whether or not built or completed. No structures of a temporary character, trailers, tents, shacks, or other outbuildings shall be used or permitted to be kept or stored on any portion of the Property at any time, either temporarily or permanently, except as provided in paragraph 8.2 hereof.

8.2 Construction and Sales Period Facilities. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Declarant, its agents, employees and contractors to maintain during the period of construction and sale of the Condominium Units, upon such portion of the Property as Declarant may choose, such facilities and in such numbers, sizes, and locations and relocations as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale or rental of Condominium Units including, without limitation, a business office, management office, storage area, construction yards, signs, model units, sales office, construction office, parking areas and lighting. The construction and sale period shall terminate upon the sale of the last Condominium Unit by the Declarant.

8.3 Use of Property. No advertising signs (except after the termination of the construction and sale period, one "For Rent" or

"For Sale" sign per Unit of not more than 4.5 square feet shall be permitted temporarily for Units offered for sale or rent), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the Property, nor shall any part of the Project be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Unit or any resident thereof. During the construction and sale period, no "For Rent" or "For Sale" signs whatsoever shall be permitted on the Property without the express written approval of the Declarant. No business activities of any kind whatever shall be conducted in any building or on any portion of the Property except as provided in paragraph 8.2. The foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings and improvements, if any, of the Declarant, its agents, contractors and assigns during the construction and sale period, and of the Association, its successors and assigns, in furtherance of its powers and purposes as hereinafter set forth.

8.4 Rentals. No Unit shall be rented or leased for transient or hotel purposes (viz rental for any period less than 30 days, or any rental if occupants are provided customary hotel services). Subject to the foregoing, each Owner shall have the absolute right to lease his Unit, provided that the lease is in writing and is in all respects subject to the covenants, conditions, restrictions, limitations and uses provided in this Declaration and the Bylaws.

8.5 Exteriors. Except for those improvements erected or installed by Declarant, no exterior additions, alterations or decorating to any buildings, nor changes in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate costs of the same shall have been submitted to and approved in writing as to conformity and harmony of external design and location with existing structures on the Property by the Association or by a representative designated by it.

8.6 Antennae. No exterior television, radio or microwave antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Property, nor upon any structure situated upon the Property, other than an aerial for a master antenna system, or a television disc, should such system be utilized and require any exterior antenna, unless installed by the Association or written permission is obtained from the Association.

8.7 Parking. No vehicles shall be parked on Perry Street. All vehicles of Owners and residents shall be parked in

their garage or driveway. If the Owner or residents of any Unit own more than two vehicles and their driveway is not large enough to accommodate vehicle parking, not more than two of such extra vehicles may be parked in the nearest guest parking space.

8.8 Trailers, Etc. No trailers, detached campers, boats, junker cars, mobile homes, trucks, grading or excavating equipment or other heavy machinery shall be parked or stored on the Property unless parked or stored in a garage. No repairs of automobiles or other vehicle will be permitted outside the garages at any time.

8.9 Nuisance. No nuisance shall be allowed on the Property or within the Project, nor shall any use or practice be permitted which is a source of annoyance to residents or which interferes with the peaceful enjoyment or possession and proper use of the Project by its residents. All parts of the Project shall be kept in a clean and sanitary condition, and unused building materials, junk, rubbish, refuse and garbage shall be regularly removed and shall not be allowed to accumulate, nor shall any fire hazard be permitted to exist. All refuse containers, wood piles, and storage piles shall be kept screened by adequate planting or fencing so as to substantially conceal them from view of neighboring residences and the street. Gardens are not permitted except in courtyards, specially designated and enclosed areas. No clothesline shall be permitted outside of any Unit at any time. No Unit Owner shall permit any use of his Unit or make any use of the common elements which will increase the rate of insurance upon the Project.

8.10 8.10 Lawful Use. No improper, offensive or unlawful use shall be permitted or made of the Project or any part thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

8.11 Regulations. Rules and regulations may be adopted by the Board of Directors concerning and governing the use of the general and limited common elements and the abatement of nuisance; provided, however, such rules and regulations shall be uniform and non-discriminatory. Copies of all such rules and regulations shall be furnished to Unit Owners prior to the time that they become effective.

8.12 Animals. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on the Property or in the Project, except that only one dog, cat or other household pet maintained within a Unit may be kept, provided it is not kept, bred or maintained for commercial purposes. All pets shall be kept inside the premises or attended on a leash when outside. Owners shall be responsible for immediate cleanup of their animal's droppings in the common area and any damage caused to

the common elements by pets of residents and guests of their Unit, as provided in paragraph 5.2. The Association may require any owner who fails to abide by these rules to dispose of his pet. The Association may utilize injunctive relief for this purpose.

8.13 Variances. The Board of Directors of the Association shall be responsible for the enforcement of the provisions of this Section, and in a proper case may permit variances. Any variance or adjustment of the provisions of this Section 8 granted by the Board of Directors or any acquiescence or failure to enforce any violation of the conditions and restrictions of this Section 8 shall not be deemed to be a waiver of any of the conditions and restrictions hereof in the same or any other instance.

Section 9. GENERAL RESERVATIONS.

9.1 Declarant's Rights. Declarant reserves the right to establish easements, reservations, exceptions and exclusions consistent with the condominium ownership of the Project and for the best interest of all of the Unit Owners, including the Declarant, in order to serve the entire Project.

9.2 Control of Association. Notwithstanding any other provision expressly or impliedly to the contrary contained in the Declaration, the Articles of Incorporation or By-laws of the Association, Declarant reserves the right to control the Association until July 1, 1989, during which period the Declarant, or persons appointed by the Declarant, may appoint and remove the members of the executive board and the officers of the Association. Such right shall diminish and terminate at the times and in the manner provided by Sec. 76-861(d-g), R.R.S. 1943, as amended.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 Registration of Mailing Address and Transfer of Ownership. Each Owner shall register his mailing address with the Association, and notices or demands required to be served upon an Owner shall be sent by mail, postage prepaid, addressed to the Owner at such registered mailing address. In the event of failure of an Owner to register his mailing address, notice may be served upon an Owner by leaving a copy thereof at his Unit. Upon sale or other transfer of his Condominium Unit, each Owner shall give notice to the Association of the name and address of his transferee, and the Association shall be justified in relying upon the latest information received by it with respect to any question involving the ownership of a Condominium Unit.

10.2 Period of Condominium Ownership. The separate condominium estates created by this Declaration and the Plan shall continue until this Declaration is revoked in the manner provided in paragraph 4.6.

10.3 Acceptance of Provisions of Documents. The conveyance or encumbrance of a Condominium Unit shall be deemed to include the acceptance of all of the provisions of this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations, and the same shall be binding upon each grantee and encumbrancer without the necessity of inclusion of such an express provision in the instrument of conveyance or encumbrance.

10.4 Parking Facilities. All streets and parking areas, whether or not appurtenant to Units, shall be under the control of the Association, and the Board of Directors may from time to time adopt rules and regulations governing the use thereof.

10.5 Assessment Reserves. The Association may require an Owner other than Declarant to deposit with the Association up to three times the amount of the estimated monthly common assessment, without interest, which sum shall be held by the Association as a reserve to be used for paying such Owner's monthly common assessment and for working capital. Such an advance payment shall not relieve an Owner from making the regular monthly payment of the monthly common assessment as the same comes due. Upon the sale of his Condominium Unit an Owner shall be entitled to a credit from his grantee for any unused portion thereof.

10.6 Mortgagee Protection Clause. No breach of any of the covenants, conditions and restrictions herein shall render invalid the lien of any first mortgage on any Unit made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

Without the prior written approval of one hundred percent (100%) of the first mortgagees, based upon one (1) vote for each mortgage or deed of trust owned, neither this Master Deed nor the Bylaws of the Association shall be amended so as to:

- (a) Change the share of assessments charged to any Unit;
- (b) Terminate or abandon the common benefits conferred upon the Property by this Declaration except as provided in Section 6;

- (c) Allow partition or subdivision of any Unit without the prior written approval of the first mortgagee of such Unit;
- (d) Change the interest of any Unit in the allocation or distributions of hazard insurance proceeds or condemnation awards;
- (e) Permit the use of hazard insurance proceeds for losses or damages to any portion of the Project to be used for other than the repair, replacement or reconstruction thereof, except as provided by law, or to be deposited to the general funds of the Association;
- (f) Change the provisions of the Declaration and Bylaws so as to give any Owner or other party priority over any rights of mortgagees pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards or losses to or taking of the Units or the Property;
- (g) Materially change the Declaration or Bylaws or permit termination of professional management of the Project if professional management is required by Section 4.4 hereof.

In the event of eminent domain proceedings involving any Unit or any part of the common elements or substantial damage to or destruction of any Unit or any part of the common elements, first mortgagees of affected Units which are institutions shall be timely notified of such proceedings, damage or destruction. Notwithstanding any language contained in this Declaration to the contrary, no Owner and no other party shall have priority over any rights of mortgagees pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or taking of the Units or any part of the Property.

Institutional lenders who are first mortgagees shall have the right (a) to examine the books and records of the Association during normal business hours; (b) upon written request to receive an annual financial statement of the Association within 90 days following the end of any fiscal year thereof; and (c) upon written request to receive written notice of meetings of the Association and be permitted to designate a representative to attend such meetings.

Section 11. GENERAL PROVISIONS.

11.1 Invalidity. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word,

or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

11.2 Interpretation. The provisions of this Declaration shall be in addition to and supplemental to the Uniform Condominium Act of the State of Nebraska and to all other provisions of law. Whenever used herein, unless the context shall otherwise require, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders.

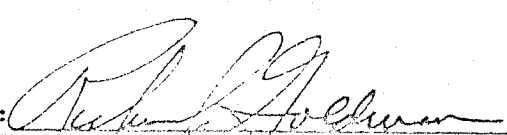
11.3 Titles. Section and paragraph titles are for convenience of reference and are not intended to limit, enlarge or change the meaning hereof or affect the interpretation hereof.

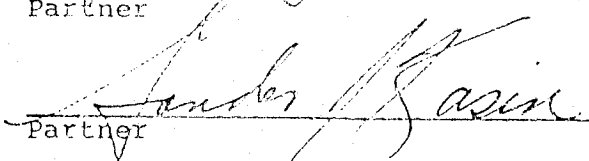
11.4 Exhibits. The exhibits listed below and attached hereto are hereby incorporated by reference as a part of this Master Deed:

- Exhibit "A" Statement of Basic Values of the Units and the Project
- Exhibit "B" The Plan
- Exhibit "C" Articles of Incorporation of Applewood Lane Townhomes Association, Inc.
- Exhibit "D" Bylaws of Applewood Lane Townhomes Association, Inc.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration this 10th day of OCTOBER, 1984.

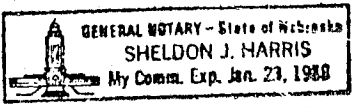
APPLEWOOD LANE DEVELOPMENT CO., a
Nebraska Partnership

By: 
Partner


Partner

STATE OF NEBRASKA)
County of Douglas) ss.

The foregoing instrument was acknowledged before me on October 12, 1984, by Richard Goldman & Robert J. Krause Partners, Applewood Lane Development Co.



Sheldon J. Harris
Notary Public

EXHIBIT "A"

Statement of Basic Values of
The Units and The Project

Each Unit in the Project shall be deemed to have the same value for the purpose of determining ownership in the common elements and for all other purposes which are relevant under the Declaration and the Unit Owners Association. Each of the units listed below shall have an undivided 1/52nd interest therein:

BUILDING NO./ UNIT NO.	BUILDING NO./ UNIT NO.
1-1	7-1
1-2	7-2
1-3	7-3
1-4	7-4
2-1	8-1
2-2	8-2
2-3	8-3
2-4	8-4
2-5	9-1
2-6	9-2
3-1	9-3
3-2	
3-3	10-1
3-4	10-2
3-5	10-3
3-6	10-4
4-1	11-1
4-2	11-2
4-3	11-3
4-4	11-4
	11-5
5-1	11-6
5-2	
5-3	12-1
	12-2
6-1	12-3
6-2	12-4
6-3	
6-4	

EXHIBIT "B"

LEGAL DESCRIPTION

A tract of land located in the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section 9 - Twp. 14 North - Range 12 East of the 6th P.M., Douglas County, Nebraska; more particularly described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section 9-14-12; thence S89°46'18"E along the South line of the Northwest 1/4 of said Section 9-14-12 a distance of 50.0 feet to a point on the East right-of-way line of 108th Street and the Point of Beginning; thence N00°00'25"W along said East right-of-way of 108th Street a distance of 289.90 feet; thence N90°00'00"E a distance of 152.0 feet; thence N76°37'10"E a distance of 112.58 feet to a point of curve; thence along a circular curve to the left having a radius of 297.48 feet and subtended by a chord bearing S82°37'29"E and a length of 486.33 feet; thence N42°30'55"E a distance of 116.90 feet to a point of curve; thence along a circular curve to the right having a radius of 175.0 feet and subtended by a chord bearing N75°59'45"E and a length of 192.55 feet to a point of reverse curve; thence along a circular curve to the left having a radius of 80.0 feet and subtended by a chord bearing N75°57'50"E and a length of 89.15 feet to a point of curve; thence along a circular curve to the left having a radius of 352.58 feet and subtended by a chord bearing S21°23'39"W and a length of 284.86 feet; thence S00°13'30"W a distance of 174.50 feet to a point on the South line of said Northwest 1/4 of Section 9-14-12; thence N99°06'18"W along said South line of the Northwest 1/4 of Section 9-14-12 a distance 1001.79 feet to the Point of Beginning.

Said tract of land contains 6.31 acres more or less.

NOTES:

- Where Omaha Public Power District (Grantee) facilities are constructed, Grantee shall have the right to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate, at any time, service lines, poles, wires, cables, crossarms, guys and anchors and other instrumentalities for the carrying and transmission of electric current for light, heat and power, including all services of the Grantee to the residence on the above described real estate, over, upon, along, above, under, in and across a strip of land sixteen feet (16') in width, being eight feet (8') on each side of the parallel to facilities as constructed by Grantee. Miscellaneous Book 705, Page 38.

CERTIFICATE

I, Gene L. Spence, an Engineer authorized and licensed to practice in the State of Nebraska hereby certify that this plan consisting of 1 page is a full and exact copy of the site plan of "Applewood Lane Townhomes" a condominium property regime.



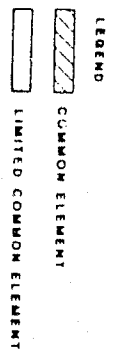
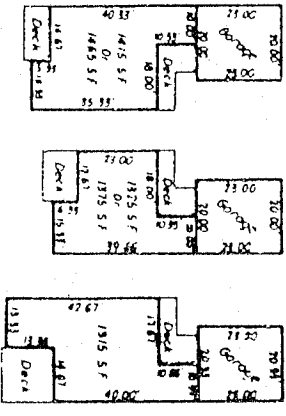
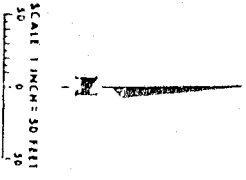
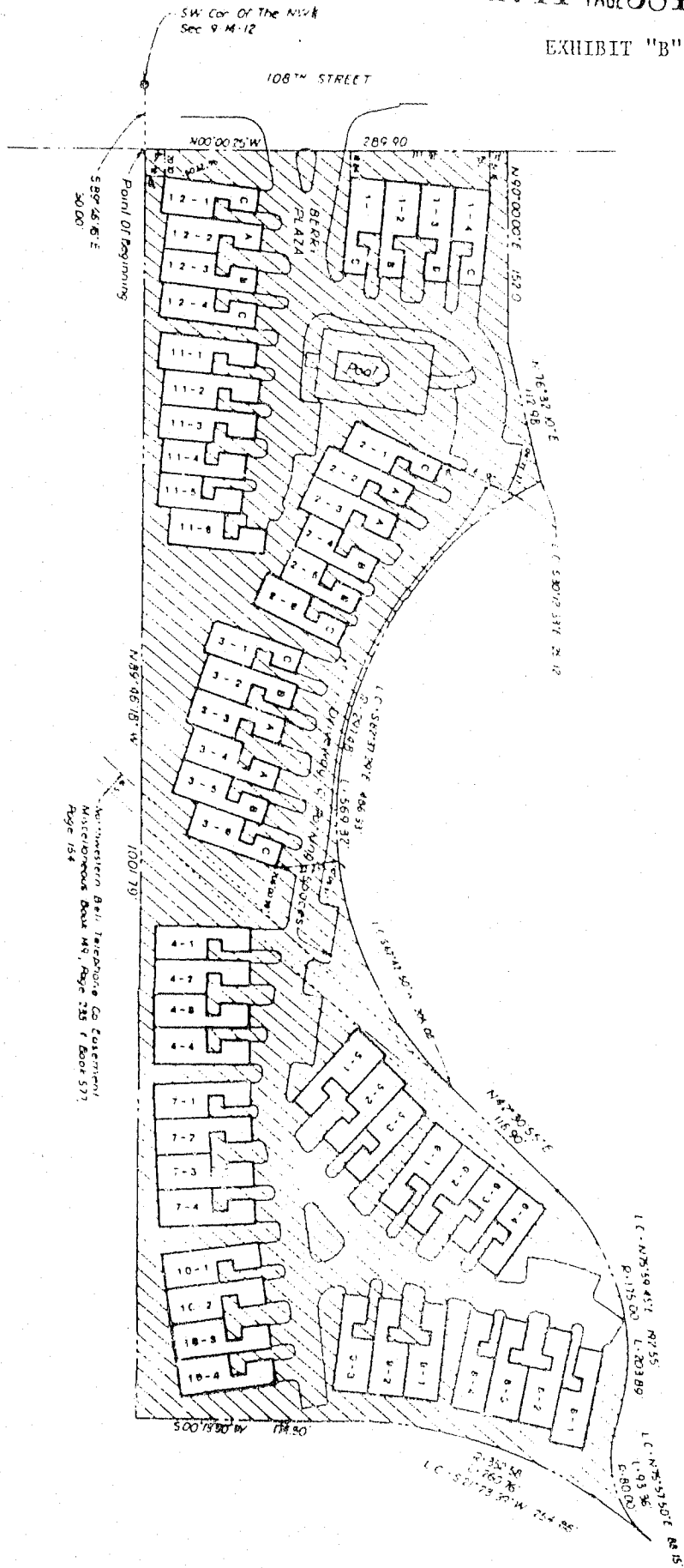
Gene L. Spence
Gene L. Spence

P.E. 3013

Nov 21, 1954
GSL

BUILDING NO./ UNIT NO.	ADDRESS NO. (BERRY PLAZA)	BUILDING NO./ UNIT NO.	ADDRESS NO. (BERRY PLAZA)
1-1	10782	7-1	10751
1-2	10780	7-2	10729
1-3	10778	7-3	10727
1-4	10776	7-4	10725
2-1	10763	8-1	10703
2-2	10761	8-2	10705
2-3	10759	8-3	10707
2-4	10757	8-4	10709
2-5	10755		
2-6	10753	9-1	10711
		9-2	10713
3-1	10751	9-3	10715
3-2	10749		
3-3	10747	10-1	10723
3-4	10745	10-2	10721
3-5	10743	10-3	10719
3-6	10741	10-4	10717
4-1	10739	11-1	10727
4-2	10737	11-2	10725
4-3	10735	11-3	10723
4-4	10733	11-4	10721
		11-5	10719
5-1	10728	11-6	10717
5-2	10726		
5-3	10724	12-1	10785
		12-2	10783
6-1	10716	12-3	10781
6-2	10714	12-4	10779
6-3	10712		
6-4	10710		

EXHIBIT "B"



SEE ABOVE DRAWING FOR LOCATION OF UNIT TYPES.

AR.1
G.11.4
pcd

BOOK 1744 PAGE 385

ARTICLES OF INCORPORATION

OF

APPLEWOOD LANE OWNERS ASSOCIATION, INC.

In compliance with the requirements of Article 8, Section 76-859 et seq., Revised Statutes of Nebraska, 1943, as amended, and pursuant to Sections 21-1901 through 21-1991, Revised Statutes of Nebraska, 1943, as amended, the undersigned, all of whom are residents of the State of Nebraska, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation non-profit and do hereby certify:

ARTICLE I

The name of the corporation is APPLEWOOD LANE OWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 10638 Old Mill Road, Omaha, Nebraska 68154.

ARTICLE III

Sheldon J. Harris, whose address is Suite 200, Westmark Plaza, 10707 Pacific Street, Omaha, Nebraska 68124, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit either to it or to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the dwellings, amenities and Common Area within Applewood Lane, a Condominium Development in th City of Omaha, Douglas County, Nebraska, as more fully described in Exhibit "A" attached hereto and incorporated herein by this reference; and to promote the health, safety, recreation, and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

EXHIBIT C

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration Creating Apple Valley Townhomes, a Condominium, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Register of Deeds of Douglas County, Nebraska, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

B. Have all of the rights, powers and authority granted to Unit Homeowner's Association by Section 76-860 of the Revised Statutes 1943, as amended and as hereafter amended; fix, levy, collect and enforce the payment of all charges or assessments pursuant to the terms of the Declaration and the By Laws of this corporation; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

C. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

D. Borrow money, and with the assent of at least two-thirds (2/3) of the Unit Owners, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

E. Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Unit Owners, provided that no such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of all Unit Owners, agreeing to such dedication, sale or transfer;

F. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common elements as provided by the Declaration and the Statutes of the State of Nebraska.

G. Have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Nebraska by law may have or hereafter have or exercise.

ARTICLE V
MEMBERSHIP

The record owner of each Unit, whether or not constructed, in Apple Valley Townhomes, including contract purchasers, shall be a member of the Association. The foregoing is not intended to include mortgagees, trustees holding deeds of trust, or other persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have only one class of voting membership. Each Unit Owner shall be entitled to one vote for each Unit for which he is the record title holder. The voting rights shall otherwise be governed by the provisions of the By Laws.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Five (5) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Richard L. Goldman	10838 Old Mill Road
Sander J. Kasin	10838 Old Mill Road
George E. Wildrich, Jr.	10838 Old Mill Road
James E. Harris	10707 Pacific Omaha, Nebraska 68124
Sheldon J. Harris	10707 Pacific Omaha, Nebraska 68124

At the first annual meeting, the members shall elect three (3) directors for a term of two (2) years and two

(2) directors for a term of one (1) year; and at each annual meeting thereafter the members shall elect the number of directors required to replace the directors whose terms are expiring, such directors to be elected for a term of two (2) years.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than Eighty Percent (80%) of the total Units, whether or not such units have been built or completed and all of the holders of recorded first mortgages covering or affecting any or all of the Units. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public body to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of Seventy-five Percent (75%) of the combined vote of the owners of all Units, whether or not such Units have been built or completed.

ARTICLE XI

The names and addresses of the incorporators are:

Sheldon J. Harris
Suite 200, Westmark Plaza
10707 Pacific Street
Omaha, Nebraska 68124

Jacqueline Brock
Suite 200, Westmark Plaza
10707 Pacific Street
Omaha, Nebraska 68124

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Nebraska, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation, this 20 day of June, 1984.

Sheldon J. Harris

Jacqueline Brock
Jacqueline Brock