



DEED 2005036453



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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
4/1/2005 12:49:37.81



2005036453

**THIS PAGE INCLUDED FOR INDEXING
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Deed
FEE 196⁰⁰ FB 01-60000-01d
38
12 BKP 16-15-12 ^{BW} C/O COMP
DEL _____ SCAN _____ FV _____

RETURN: CARL J. TROZA, Jr
8313 SPRING PLAZA
OMAHA, NE, 68124

V1882

MASTER DEED AND DECLARATION

BLOOMFIELD HILLS PROFESSIONAL PARK, a Condominium

THIS MASTER DEED AND DECLARATION ("Declaration") is made this 31st day of March, 2005 by Bloomfield Hills Professional Park Condominium Association, Inc., a Nebraska nonprofit corporation ("Association") and 9802 Nicholas Street Limited Partnership, a Nebraska limited partnership ("Developer").

WITNESSETH:

1. DECLARATION OF PURPOSE. The purpose of this Declaration is to submit the lands herein described and the improvements built thereon to the condominium form of ownership and use in the manner provided by *Neb. Rev. Stat. §76-824 through 76-894* Reissue 1996, as amended (hereinafter the "Condominium Act"). The name by which this Condominium is to be identified is BLOOMFIELD HILLS PROFESSIONAL PARK ("Condominium Regime").

2. DESCRIPTION OF LAND. The real property on which the Condominium Regime is more particularly described as follows:

That part of the East Half (E1/2) of Section 16, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, described as follows:

SE NE
NE SE

Commencing at the East Quarter Corner of said Section 16; thence South 00°04'07" East (assumed bearing), on the East line of said Section 16, 330.00 feet, to a point on the Easterly extension of the North line of Nicholas Street; thence South 89°57'16" West, on the North line of Nicholas Street and its Easterly and Westerly extension, 468.60 feet, to the Point of Beginning; thence continuing South 89°57'16" West, on the North line of Nicholas Street and its Westerly extension, 425.32 feet; thence North, on a line 427.21 feet East of and parallel to the West line of the Northeast Quarter of the Southeast Quarter of said Section 16, 509.93 feet (measured) 510.00 feet (recorded); then North 89°56'04" East, 424.71 feet; thence South 00°04'07" East, on a line 468.60 feet West of and parallel to the East line of said Section 16, 510.08 feet (measured) 510.00 feet (recorded), to the Point of Beginning.

3. DEFINITIONS. The definitions set forth in Section *Neb. Rev. Stat. §76-827*, Reissue 1996, as amended, shall govern this Declaration and the Exhibits attached hereto.

4. DESCRIPTION OF BUILDINGS. The condominium improvements consist of three buildings – two (2) one-story buildings and one (1) two-story building (individually a Building and collectively the "Buildings") surrounded by landscaping and parking. The

Buildings and the real estate are referred to as "Property". The Buildings contains approximately 31,207 gross square feet as follows:

- Building 100 – one-story containing approximately 4,908 gross square feet;
- Building 200 – one-story containing approximately 6,535 gross square feet; and
- Building 300 – two-story containing approximately 19,764 gross square feet

The two-story Building has an all steel structural frame with brick and block walls, and a composite concrete slab flooring system for the upper floor and the lower floor is slab on grade. Each Unit in the Buildings are heated and air conditioned by individual heat pumps.

5. USE AS AN OFFICE BUILDINGS. The Buildings are intended to be used as office buildings with permitted uses including but not limited to general offices, financial services and medical offices and related medical facilities and such other uses as are consistent with zoning of the property. Each Unit Owner, its heirs, successors and assigns, covenants it will not use, cause or permit its Unit to be used other than as provided in this Declaration, without first having obtained the approval of Unit Owners representing at least two-thirds of the "Total Votes" of the Units. The term "Total Votes" shall mean the total of the number of votes of all of the Units as reflected on Exhibit B attached hereto and incorporated herein by reference. However, the Developer reserves the right, for itself and its successor in interest, if any, so long as it is the owner of any unsold Units, to change the size, Unit designation, number of votes and percentage interest in expenses and rights in Common Elements with respect to the area occupied by any such unsold Unit and other unsold Units owned by the Developer. Any such change shall leave unaltered the Unit designation, number of votes and percentage interest and rights in Common Elements of any Unit previously sold by the Developer. If any Unit shall be subdivided, the number of votes and percentage of expenses and rights in the Common Elements of each sub-unit shall be calculated by establishing a fraction using the percentage of the area occupied by the sub-Unit over the area of the whole Unit before subdivision. No parking stalls shall be reserved for the use of one Unit to the exclusion of the other Units.

6. SITE AND FLOOR PLANS. The designation of each Unit, its location, dimensions, approximate area and Common Elements to which it has immediate access, and other data concerning its proper identification are set forth in the site and floor plans marked Exhibit "A" attached hereto and incorporated herein by reference. Each Unit is bounded both as to horizontal and vertical boundaries by the interior surface of its perimeter walls, ceilings and floors which are shown on such plans, subject to such encroachments as are contained in the Building, whether the same now exists or may be caused or created by construction, settlement or movement of the Building or by permissible repairs, construction or alteration.

7. COMMON AND LIMITED COMMON ELEMENTS.

- a. The Common Elements consist of all parts of the Property other than the Units and Limited Common Elements. The Common Elements include the following:
 - i. All foundations, columns, girders, beams and supports;

- ii. All exterior walls and bearing walls of the Building (except partition walls wholly within a Unit);
- iii. Roofs, corridors, lobbies, stairs, stairways, walkways, entrances and exits that are a part of or located within the Building;
- iv. Any central and appurtenant installations for service such as power, light, telephone, gas, hot and cold water, heat, refrigeration, and air conditioning, including all pipes, ducts, wires, cables and conduits used in connection therewith whether located in Common Elements or in Units;
- v. All tanks, pumps, fans, cooling towers, compressors and control equipment;
- vi. All sewer pipes;
- vii. Land, surface parking and driveway areas;
- viii. Easements for access, maintenance, repair, reconstruction or replacement of the equipment, installations and appurtenances, and for all other services necessary or convenient to the existence, maintenance, safety and use of the Property. Easements referred to in this subparagraph include, but are not limited to, the use of pipes, ducts, cables, wires, conduits and public utility lines for the benefit of one or several Units though located in other Units as well as the right of access thereto for the purpose of convenient repair inspection, replacement and maintenance;
- ix. Sanitary lift station located at the southwest corner of the Property; and
- x. All other parts of the Property and all apparatus and installations existing in the Building or on the real estate for common use or necessary or convenient to the existence, maintenance or safety of the Property.

b. The Limited Common Elements are those Common Elements allocated for the exclusive use of one, or more, but fewer than all of the Units. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements allocated to its Unit, subject to this Declaration and the Association's Bylaws, and shall be responsible for the expenses related to such Limited Common Elements. The Limited Common Elements are as follows:

- i. That portion of the Common Elements reflected on Exhibit "A";
- ii. Each Units heat pump;

iii. Any portion of a chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture that lies partially within and partially outside the designated boundaries of a Unit that serves only that Unit shall be a Limited Common Element allocated solely to that Unit; and

iv. Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, shall be Limited Common Elements allocated exclusively to that Unit.

8. UNIT DESIGNATION, VOTES ASSIGNED AND PERCENTAGE INTEREST IN EXPENSES AND COMMON ELEMENTS.

The number of Votes assigned to each Unit together with the percentage which each Unit shall share in the expenses of, and the rights in, the Common Elements is set forth in Exhibit "B" attached hereto and incorporated herein by this reference. In the event of addition or withdrawal of Units from the Condominium Regime, the interest of each Unit Owner in the Common Elements shall be adjusted to reflect the relative interest of such Unit in the entire Condominium Regime and Exhibit B will be adjusted accordingly.

9. COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS. The following covenants, conditions and restrictions relating to this Condominium Regime shall run with the land and bind all Unit Owners, tenants of such owners, employees and any other persons who use the Property, including the persons who acquire the interest of any Unit Owner through foreclosure, enforcement of any lien or otherwise:

a. The Association, a Nebraska non-profit corporation, has been incorporated to provide a vehicle for the management of the Condominium Regime. Each Unit Owner shall automatically be deemed a member of such Association. The Amended and Restated By-Laws ("Bylaws") of such Association are also the bylaws of this Condominium Regime and are attached hereto as Exhibit "C" and incorporated herein by this reference.

b. The Common Elements are for the use and enjoyment of all Units. The ownership of the Common Elements shall remain undivided, and no person or Unit Owner shall bring any action for the partition or division of the Common Elements. The Association shall from time to time establish rules and regulations for the use of the Common Elements, and all Unit Owners and occupants 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 Unit Owner in the Common Elements is appurtenant to its Unit and inseparable from Unit ownership. Assessments against Unit 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 ten (10) days after the due date shall not bear interest, but all sums not paid within said ten-day period shall bear interest at the rate of

18% per annum from the due date until paid. If any Unit 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 Unit Owner's interest in its Unit and in the Property, and upon the recording of such lien by the Association in the Register of Deeds of Douglas County, Nebraska, such amount shall constitute a lien prior and preferred over all other liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the Unit.

c. Each Unit Owner shall be responsible for:

i. Maintaining, repairing and replacing at its expense all portions of the Unit which are not included in the definition of Common Elements;

ii. Refraining from painting, decorating or changing the appearance of any portion of the exterior of the Unit unless approved, in writing, by the Executive Board; and

iii. Promptly reporting to the Executive Board any defect or need for repairs which are the responsibility of the Association.

d. No practice or use shall be permitted on the Property or in any Unit which shall be an annoyance to other Unit Owners or occupants of the area or which shall interfere with their peaceful and safe use and enjoyment of their Units. All portions of the Property and of the Unit 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.

e. This Condominium Regime may be terminated or waived by written agreement of Unit Owners representing three-fourths or more of the Total Votes of the Condominium Regime and by all lien holders of record; which agreement shall be acknowledged and recorded in the Register of Deeds and termination shall be effective as of the recording date. Following termination, the Property may be judicially partitioned and sold upon the petition of any Unit Owner, but if Unit Owners representing three-fourths of the Total Votes of the Units agree in writing to sell or otherwise dispose of the Property, then all Unit 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 Executive Board. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition.

f. The Executive Board shall, if any question arises, determine the purpose for which a Common Element is intended to be used. The Executive Board shall have the authority to promulgate reasonable rules and regulations limiting the use of the Common Elements to Unit Owners, their patients, clients, guests, invitees and employees as well as to provide for the exclusive use by a Unit Owner and its guests for special occasions of any facility. Such use may be conditioned, among

other things, upon the payment by the Unit Owner seeking such use, of such assessment as may be established by the Executive Board for the purpose of defraying the costs thereof.

g. All notices required hereby shall be in writing and sent by certified or registered mail with return receipt requested:

i. To a Unit Owner at its last-known address on the books of the Association; and

ii. To the Condominium Regime or the Association at registered office of the Association.

h. Signs, (including, but not limited to "For Sale" or "For Rent") shall not be permitted on the interior of a Unit if the signs would be visible from the outside of the Building. No signs of any kind shall be placed or installed on the Limited Common Elements or on the exterior of the Building without the prior written approval of the Executive Board, which shall not be unreasonably withheld. To request Board approval for a Building sign, the applicant shall submit a sketch delineating the sign in its proposed location which shall be located only on the exterior wall bordering the applicant's Unit. Except with respect to the existing exterior lighted sign benefiting Unit ____, Building ____, no exterior lighted signs are permitted, provided however that upon the sale of Unit ____, Building ____, it shall be the responsibility of the selling Unit Owner to remove, at its expense, the exterior lighted signage. *205/215*

j. Any Unit Owner who sells a Unit shall provide to the Association the name and mailing address and percentage of ownership sold to the new Owner and such other information as may be required to update the legal records of the Association.

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

11. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

EXECUTED on the date first above written.

<p>BLOOMFIELD HILLS PROFESSIONAL PARK CONDOMINIUM ASSOCIATION, INC a Nebraska nonprofit corporation</p> <p>By: <u><i>Michael L. Day</i></u>, President</p>	<p>9802 Nicholas Street Limited Partnership, a Nebraska limited partnership</p> <p>By: Developers Consolidated, Inc., a Nebraska corporation, its general partner</p> <p>By: <u><i>Michael L. Day</i></u>, President</p>
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STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the date first above written, before me, the undersigned Notary Public, in and for said County, personally came Michael L. Day, to me personally known to be the President of Developers Consolidated, Inc., a Nebraska corporation, general partner of 9802 Nicholas Street Limited Partnership, a Nebraska limited partnership and the identical person whose name is affixed to the foregoing Declaration, and acknowledged the execution thereof to be his voluntary act and deed as such manager and the voluntary act and deed of the said corporation on behalf of the limited partnership.

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

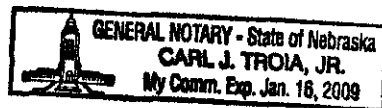


Carl J. Troia
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the date first above written, before me, the undersigned Notary Public, in and for said County, personally came Michael L. Day to me personally known to be the President of the Bloomfield Hills Professional Park Condominium Association, Inc., a Nebraska nonprofit corporation and the identical person whose name is affixed to the foregoing Declaration, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of the said corporation.

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

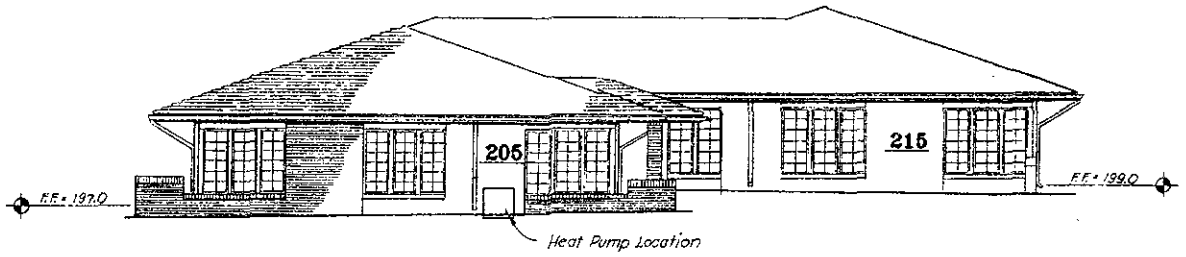


Carl J. Troia
Notary Public

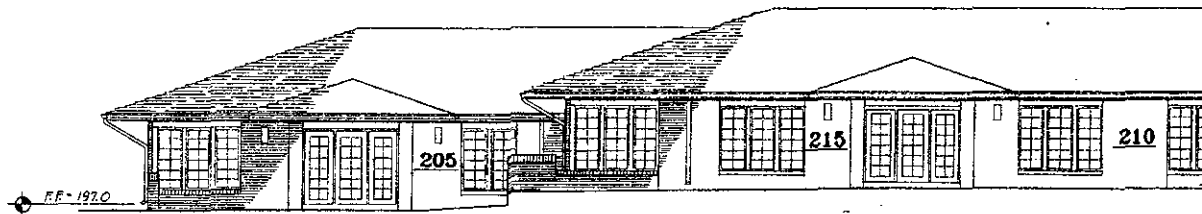
EXHIBITS TO DECLARATION

1. Exhibit A: Site and Floor Plans showing Units and Limited Common Elements.
2. Exhibit B: Unit Ownership and Percentage interest in Expenses and Common Elements.
3. Exhibit C: Bylaws.

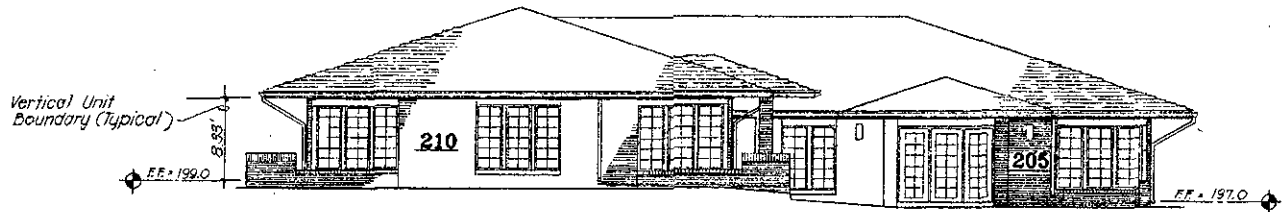
EXHIBIT 'A'



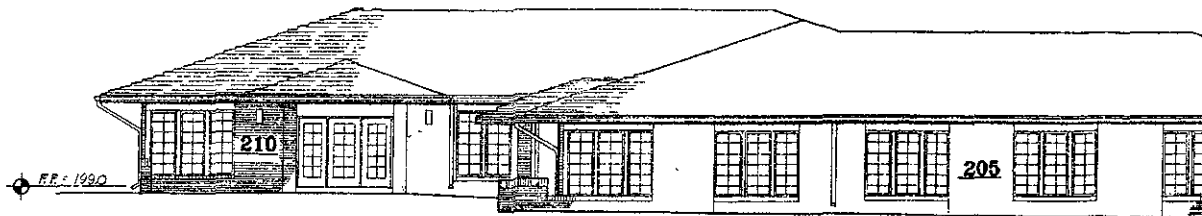
NORTHEAST ELEVATION
BUILDING 200



NORTHWEST ELEVATION
BUILDING 200

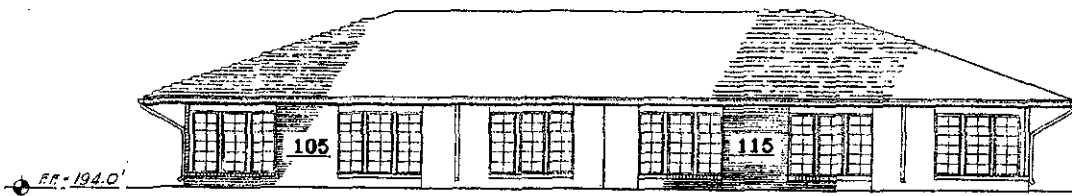


SOUTHWEST ELEVATION
BUILDING 200

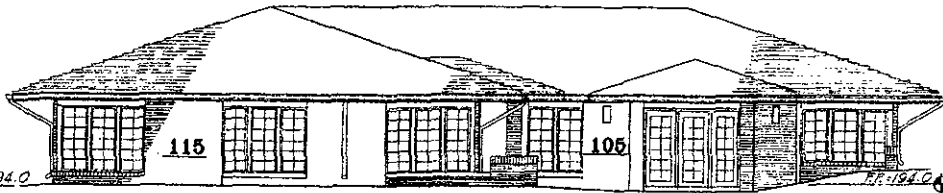


SOUTHEAST ELEVATION
BUILDING 200

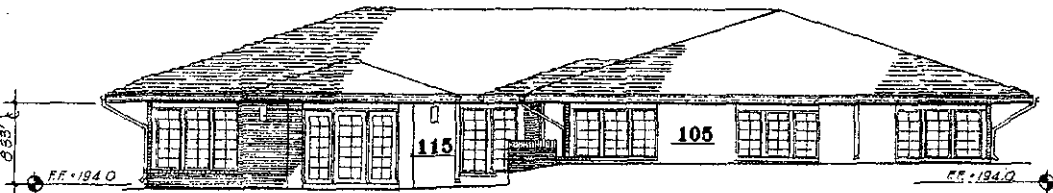
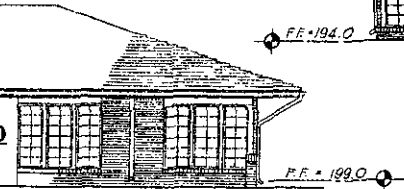
BENCHMARK
T.B.M. Invert of Storm Sewer Manhole @ East
Property Line. Elev. = 163.68 City of Omaha datum



EAST ELEVATION
BUILDING 100



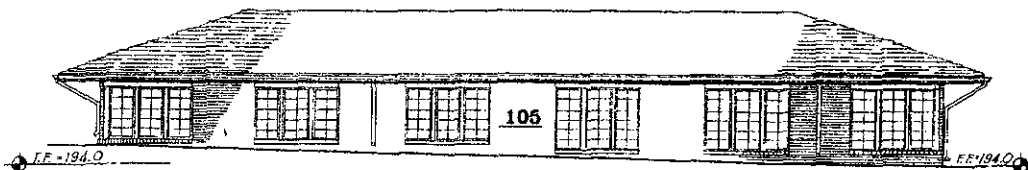
NORTH ELEVATION
BUILDING 100



WEST ELEVATION
BUILDING 100

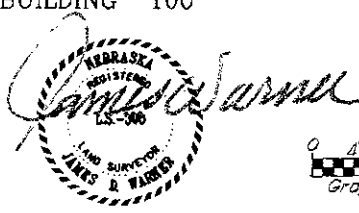
NOTES

1. All entryways and heatpumps are Limited Common Elements.
2. Declarant has reserved the right to:
 - a.) Physically combine the space within one Unit with the space within one or more adjoining Units; or
 - b.) Combine a part of or combination of parts of the space within one Unit with part or parts of the space within one or more adjoining Units; or
 - c.) Subdivide any Unit into two or more Units; or
 - d.) Assign limited Common Elements as appurtenant to Units and sever limited Common Elements from Units and reassign them to other Units.



SOUTH ELEVATION
BUILDING 100

I, JAMES D. WARNER, A SURVEYOR AUTHORIZED AND LICENSED TO PRACTICE IN THE STATE OF NEBRASKA, HEREBY CERTIFY THAT THESE PLANS CONSISTING OF 6 PAGES ARE A FULL AND EXCAT COPY OF THE PLANS OF "BLOOMFIELD HILLS PROFESSIONAL PARK" A CONDOMINIUM.



FEBRUARY 14, 2005
DATE:

JAMES D. WARNER,
NEBRASKA RLS 306

Sheet 1 of 6

SCALE As Shown
DATE
DRAWN BY RAH
CHECKED BY
REVISION 2/14/05

BLOOMFIELD HILLS PROFESSIONAL PARK
A Condominium

Omaha, Nebraska

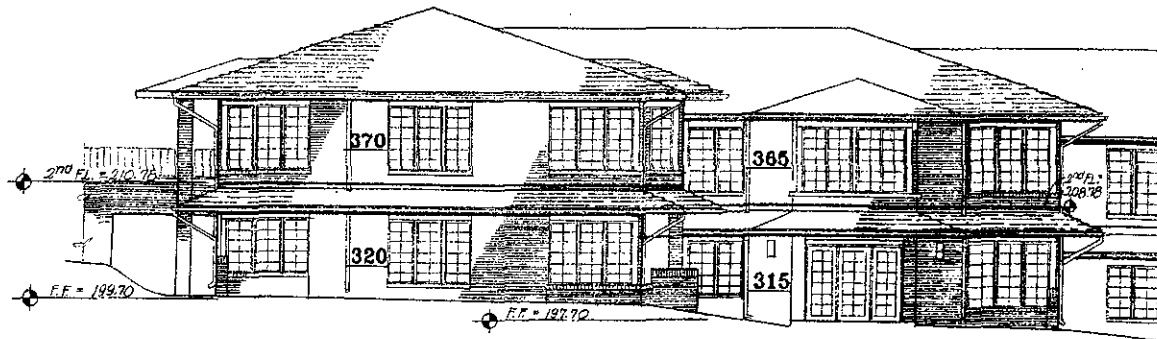
2 THOMPSON, DRESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68184
TEL: (402) 330-8860 FAX: (402) 330-5888
EMAIL: TD2MAIL@TD2DD.COM WEB: WWW.TD2DD.COM



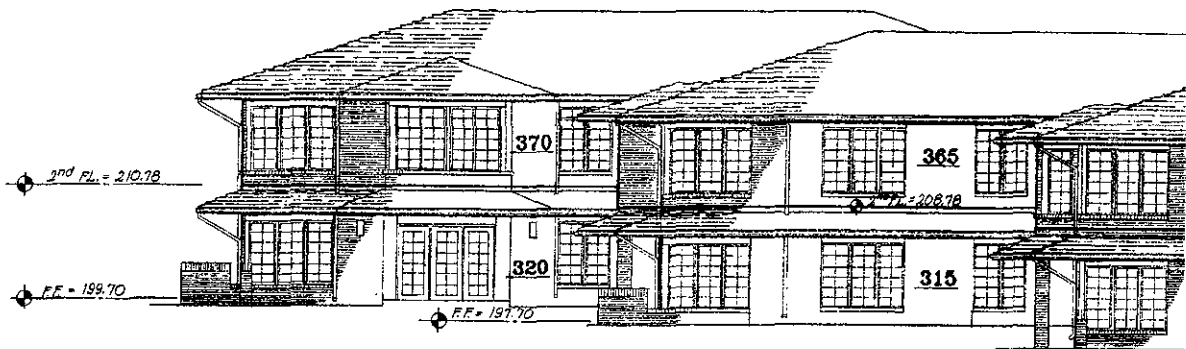
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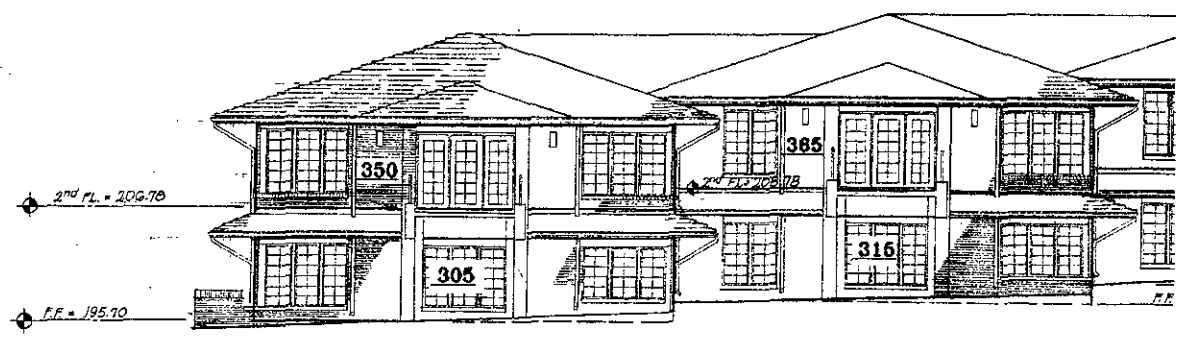
East datum.



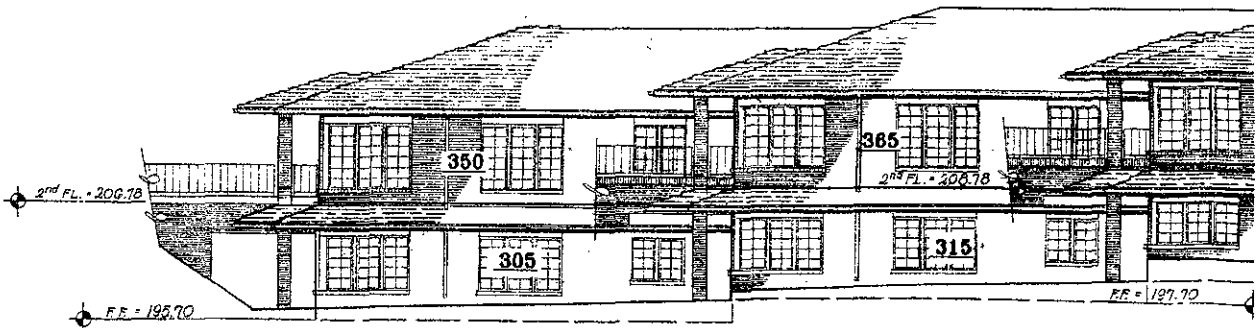
SOUTHWEST ELEVATION
BUILDING 300



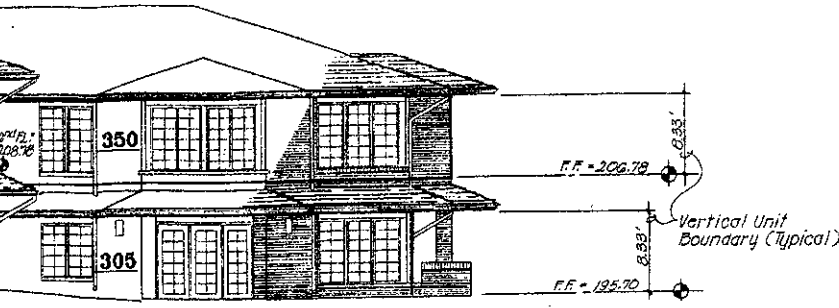
SOUTHEAST ELEVATION
BUILDING 300



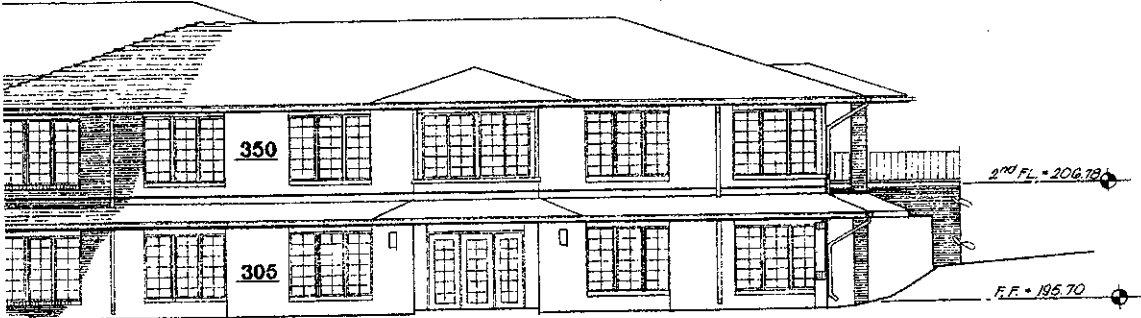
NORTHEAST ELEVATION
BUILDING 300



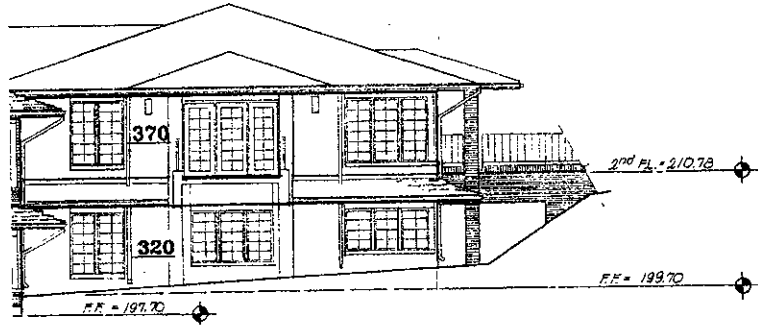
NORTHWEST ELEVATION
BUILDING 300



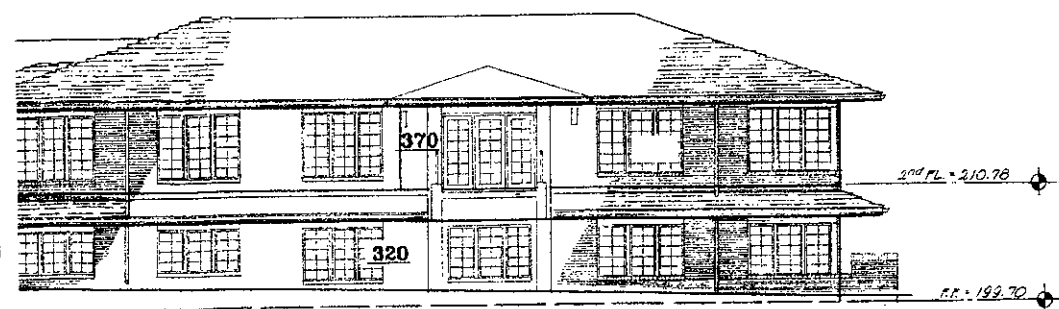
ELEVATION



ELEVATION



ELEVATION



ELEVATION



SCALE: As Shown
DATE:
DRAWN BY: RAH
CHECKED BY:
REVISION: 2/14/05

BLOOMFIELD HILLS PROFESSIONAL PARK
A Condominium

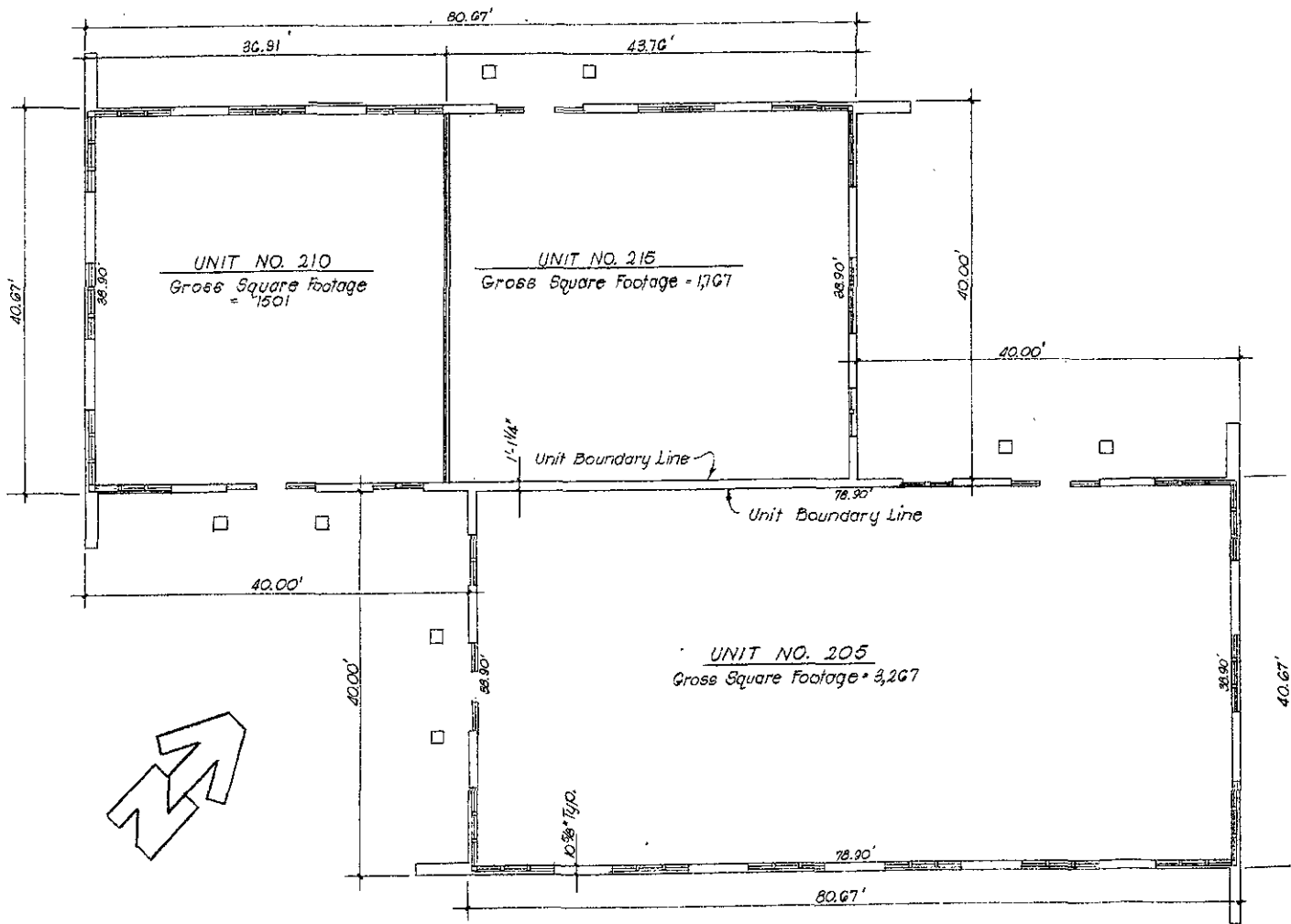
Omaha, Nebraska

2 THOMPSON, DRESSSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD HILL ROAD
OMAHA, NEBRASKA 68184
TEL: (402) 330-8860
FAX: (402) 330-5866
EMAIL: TD2MAIL@TD2CO.COM
WEB: WWW.TD2CO.COM

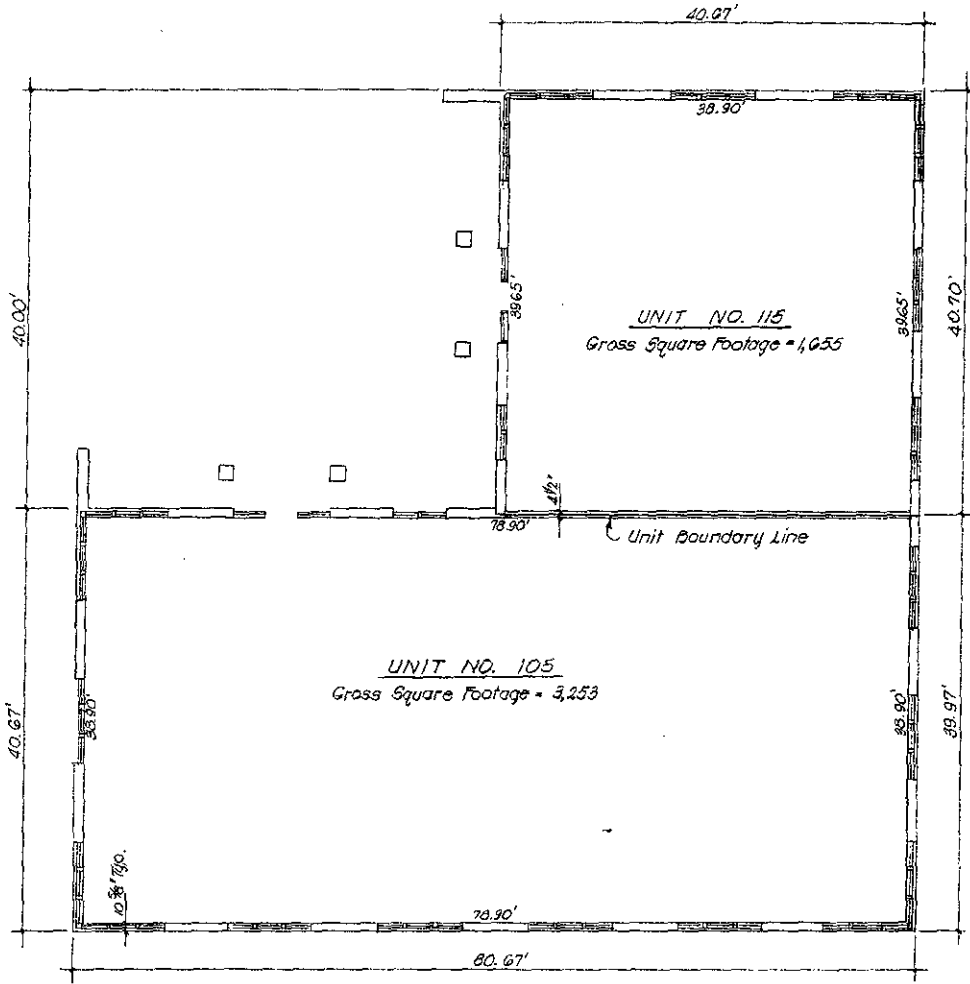


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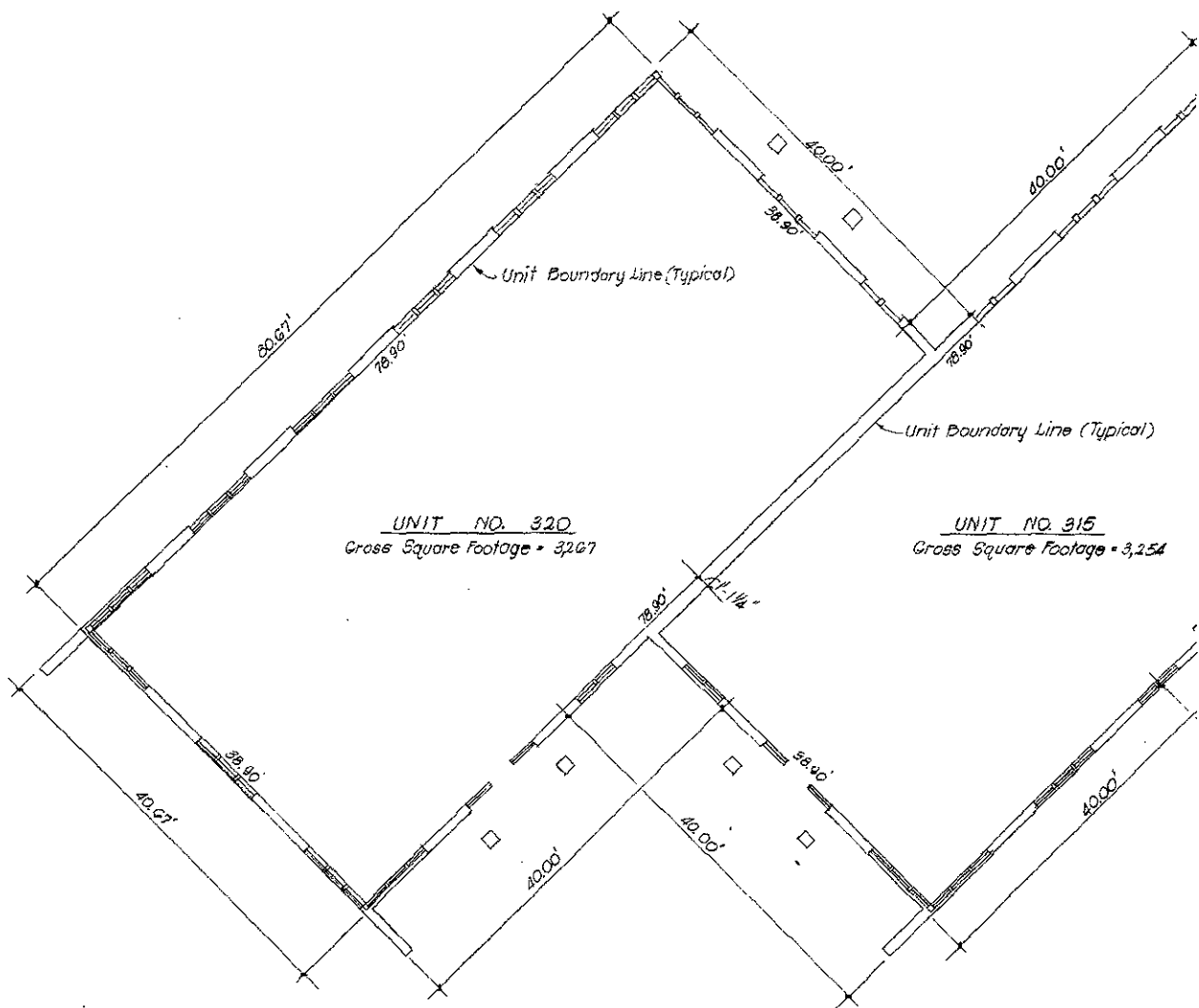
BUILDING 200 - FLOOR PLAN

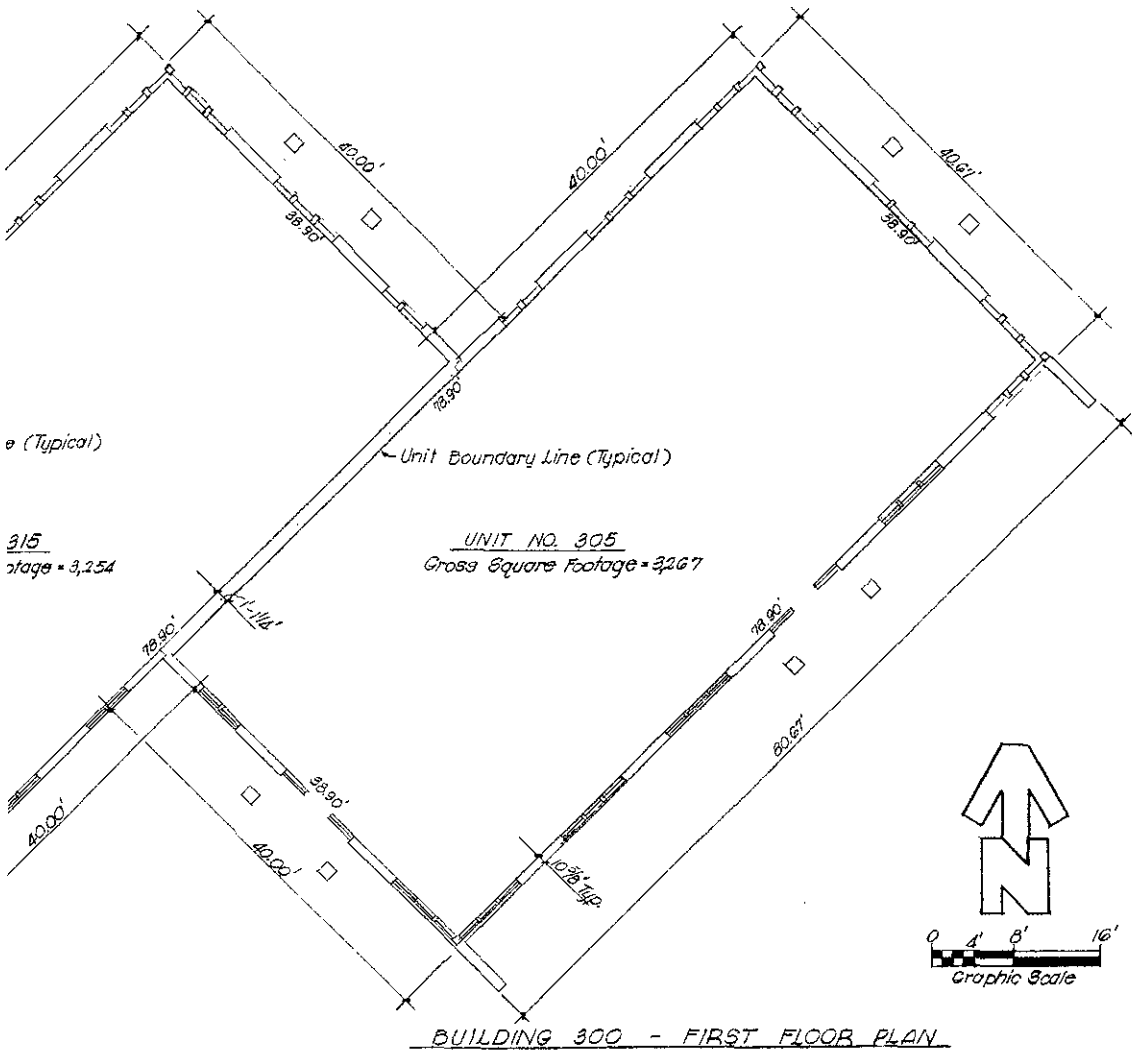


BUILDING 100 - FLOOR PLAN



SCALE AS SHOWN DATE DRAWN BY: RZH CHECKED BY: APPROVAL: 2/14/05	
GLOOMFIELD HILLS PROFESSIONAL PARK A Condominium	
Omaha, Nebraska	
TD	
2 THOMPSON, DRESSEN & DORNER, INC. Consulting Engineers & Land Surveyors 10836 OLD MILL ROAD OMAHA, NEBRASKA 68154 TEL: (402) 330-5680 FAX: (402) 330-5686 EMAIL: TDZMAIL@TDZCO.COM WEB: WWW.TDZCO.COM	
200-334-23C	
2003J423C.DWG	





e (Typical)

315
stage = 3,254

UNIT NO. 305
Gross Square Footage = 3,267

BUILDING 300 - FIRST FLOOR PLAN

SCALE: As SHOWN
DATE
DRAWN BY: RAH
CHECKED BY
REVISION: 2/14/05

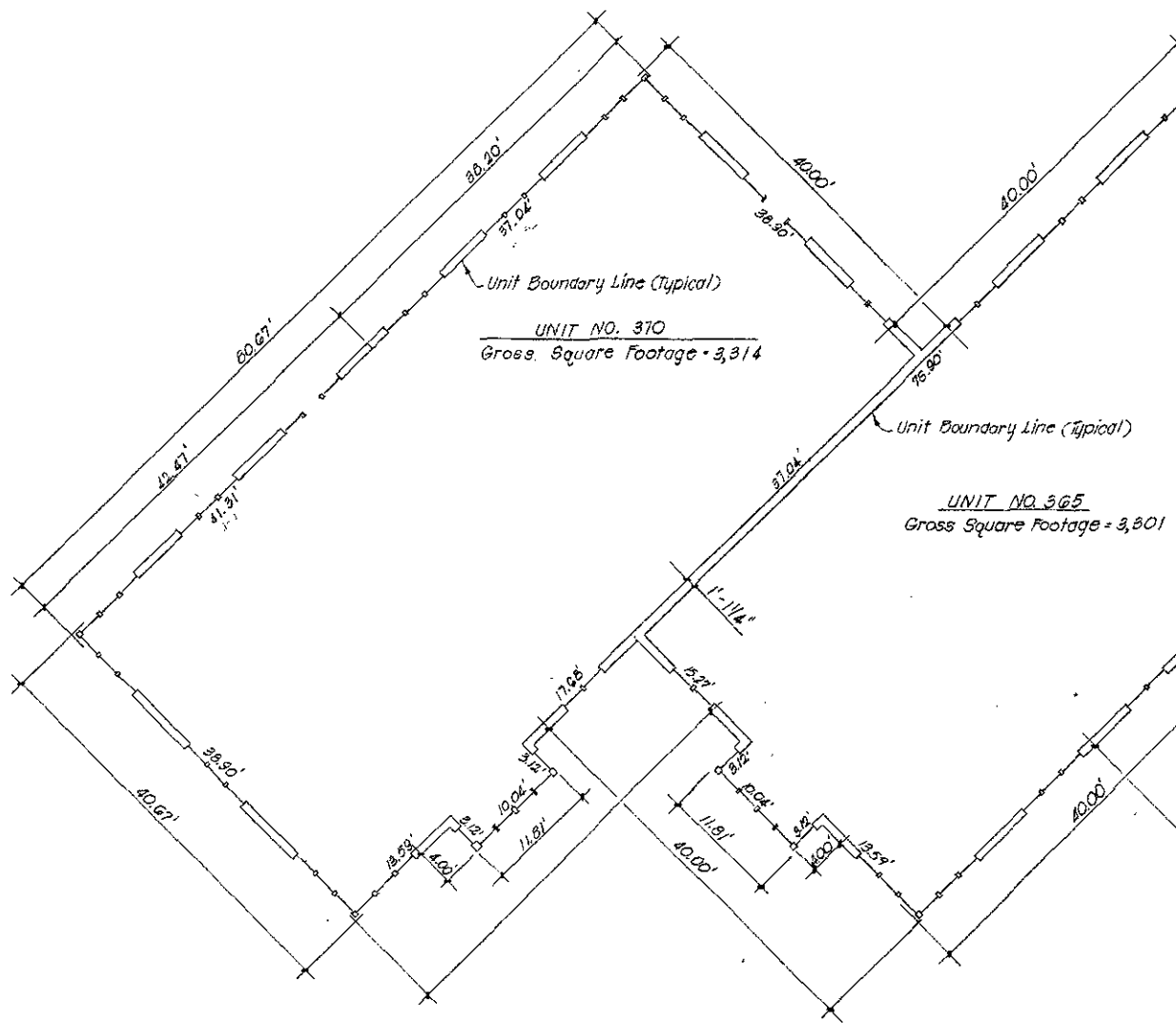
BLOOMFIELD HILLS PROFESSIONAL PARK
A Condominium

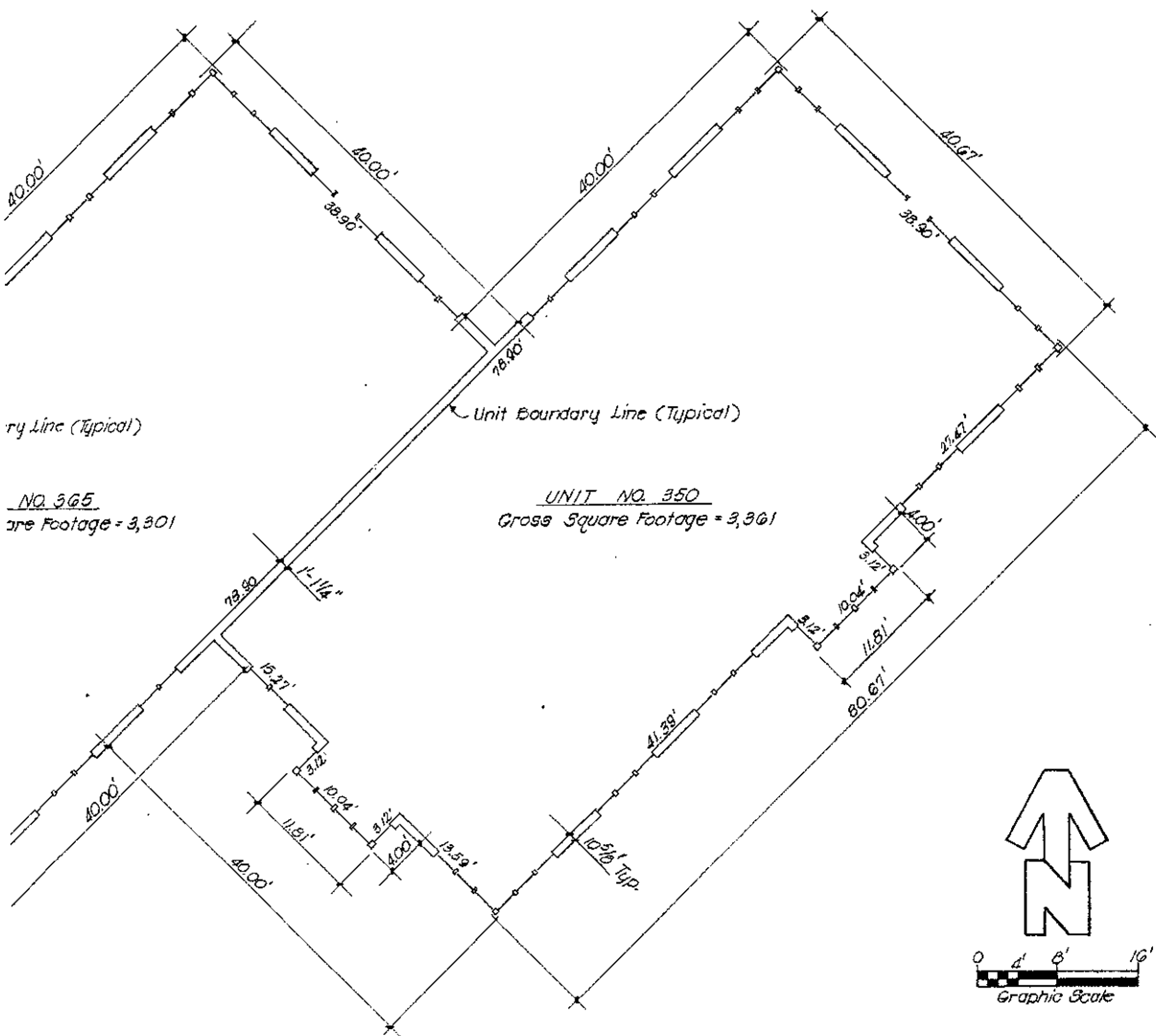
Omaha, Nebraska

2 THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
TEL: (402)330-8880 FAX: (402)330-5888
EMAIL: TD2MAIL@TD2CO.COM WEB: WWW.TD2CO.COM



200-334-230





BUILDING 300 - SECOND FLOOR FLOOR PLAN

ry Line (Typical)

Unit Boundary Line (Typical)

NO. 365
Gross Footage = 3,301

UNIT NO. 350
Gross Square Footage = 3,361

SCALE	As Shown
DATE	
DRAWN BY	RAH
CHECKED BY	
REVISION	2/14/05

BLOOMFIELD HILLS PROFESSIONAL PARK
A Condominium

Omaha, Nebraska

2 THOMPSON, DRESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10638 OLD MILL ROAD
OMAHA, NEBRASKA 68184
TEL: (402) 330-5500 FAX: (402) 330-5555
EMAIL: TD2MAL@TD2CO.COM WEB: WWW.TD2CO.COM



200-334-23E

METES & BOUNDS DESCRIPTION

THAT PART OF THE EAST ONE-HALF OF SECTION 16, T15N, R12E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 16:

THENCE SOUTH 00 DEGREES 04 MINUTES 07 SECONDS EAST (ASSUMED BEARING) ON THE EAST LINE OF SAID SECTION 16, 330.00 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF NICHOLAS STREET;

THENCE SOUTH 89 DEGREES 57 MINUTES 16 SECONDS WEST, ON THE NORTH LINE OF NICHOLAS STREET AND ITS EASTERLY AND WESTERLY EXTENSION, 468.60 FEET TO THE POINT OF BEGINNING;

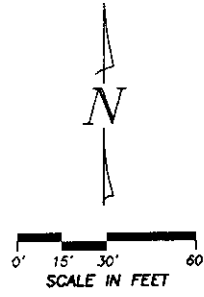
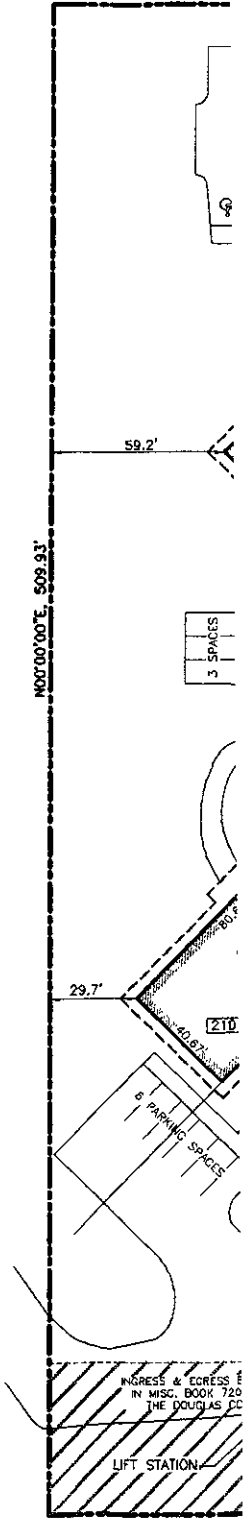
THENCE CONTINUING SOUTH 89 DEGREES 57 MINUTES 16 SECONDS WEST ON THE NORTH LINE OF NICHOLAS STREET AND ITS WESTERLY EXTENSION, 425.32 FEET;

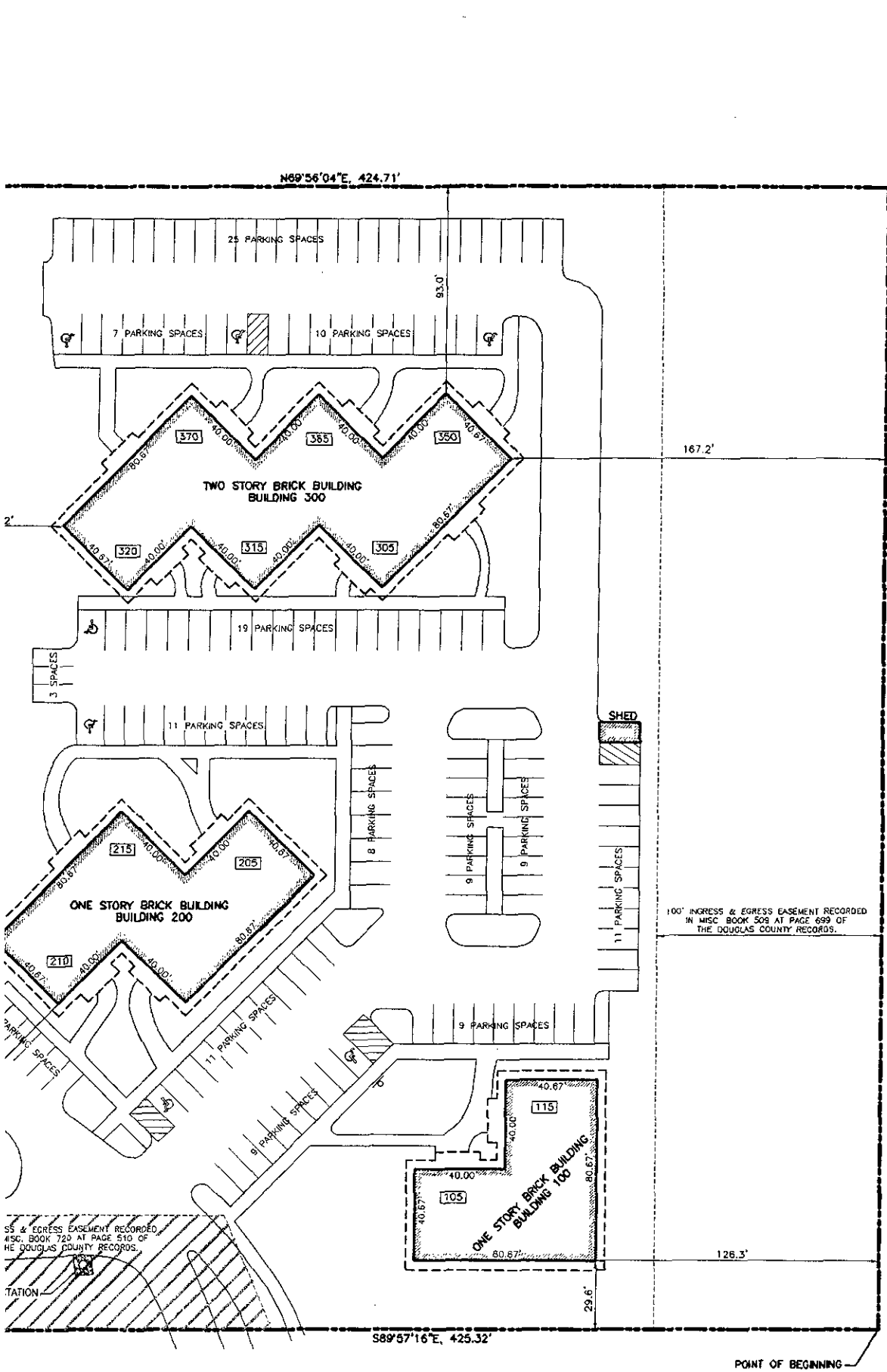
THENCE NORTH ON A LINE 427.21 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 16, 509.93 FEET (MEASURED) 510.00 FEET (RECORDED);

THENCE NORTH 89 DEGREES 56 MINUTES 04 SECONDS EAST, 424.71 FEET;

THENCE SOUTH 00 DEGREES 04 MINUTES 07 SECONDS EAST ON A LINE 468.60 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 16, 510.08 FEET (MEASURED) 510.00 FEET (RECORDED) TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL OF LAND CONTAINS 216,763 SQUARE FEET (4.976 ACRES), MORE OR LESS.






SCALE:	1" = 30'
DATE:	FEB. 14, 2005
DRAWN BY:	RJR
CHECKED BY:	JDW
REVISION:	

**BLOOMFIELD HILLS PROFESSIONAL PARK
A CONDOMINIUM**

OMAHA, NEBRASKA



2 THOMPSON, DREESSEN & DÖRNER, INC.
 Consulting Engineers & Land Surveyors
 10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
 TEL: (402)330-8860 FAX: (402)330-8866
 EMAIL: TD2MAIL@TD2CO.COM WEB: WWW.TD2CO.COM

200-334-23F

20033423F.DWG

S000407'E, 510.06'

100' INGRESS & EGRESS EASEMENT RECORDED
 IN MISC BOOK 509 AT PAGE 699 OF
 THE DOUGLAS COUNTY RECORDS.

55' & EGRESS EASEMENT RECORDED
 436. BOOK 720 AT PAGE 510 OF
 THE DOUGLAS COUNTY RECORDS.

EXHIBIT B

**UNIT OWNERSHIP
AND
PERCENTAGE INTEREST IN EXPENSES AND COMMON ELEMENTS**

<u>BLDG</u>	<u>UNIT</u>	<u>GROSS SQUARE FOOTAGE</u>	<u>PERCENTAGE OF SHARE INTEREST</u>	<u>NUMBER OF VOTES</u>
100	105	3,253	10.4243	3,253
100	115	1,655	5.3035	1,655
200	205	3,267	10.4691	3,267
200	210	1,501	4.8099	1,501
200	215	1,767	5.6591	1,767
300	305	3,267	10.4691	3,267
300	315	3,254	10.4275	3,254
300	320	3,267	10.4691	3,267
300	350	3,361	10.7704	3,361
300	365	3,301	10.5781	3,301
300	370	3,314	10.6198	3,314
Total.....		31,207	100.0000%	31,207

EXHIBIT C

BYLAWS OF BLOOMFIELD HILLS PROFESSIONAL PARK CONDOMINIUM ASSOCIATION, INC.

ARTICLE I GENERAL PROVISIONS

Section 1. Definitions. For purposes of these Bylaws, all capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to them in Article 2.

Section 2. Name. The name of the Association is Bloomfield Hills Professional Park Condominium Association, Inc.

Section 3. Applicability. These Bylaws provide for the governance of the Bloomfield Hills Professional Park and Bloomfield Hills Professional Park Condominium Association, Inc. (collectively "Condominium"). The Land subject to the Condominium is (i) located in Douglas County, Nebraska and (ii) is more particularly described in Article 2, Section 6. These Amended and Restated Bylaws are governed by the Nebraska Condominium Act, Neb. Rev. Stat. §76-825, et. seq. (the "Act").

Section 4. Office. The office of the Association and the Executive Board of the Condominium (the "Board") may be located in a Building or at such other place as may be designated from time to time by the Association.

ARTICLE 2 DEFINITIONS

Section 1. "Association" shall mean and refer to Bloomfield Hills Professional Park Condominium Association, Inc., its successors and assigns.

Section 2. "Building" or "Buildings" means the building or buildings constructed and located on the Land and containing all or part of the Units and Common Elements.

Section 3. "Common Elements" means all parts of the Condominium property not designated as Units or as Limited Common Elements, all as set forth and shown on the Declaration. The Common Elements shall include, without limitation, the following:

- (a) All foundations, columns, girders, beams and supports;
- (b) All exterior walls and bearing walls of the Building (except partition walls wholly within a Unit);
- (c) Roofs, corridors, lobbies, stairs, stairways, walkways, entrances and exits that are a part of or located within the Building;

- (d) All central and appurtenant installations for service such as power, light, telephone, gas, hot and cold water, heat, refrigeration, and air conditioning, including all pipes, ducts, wires, cables and conduits used in connection therewith whether located in Common Elements or in Units;
- (e) All tanks, pumps, fans, cooling towers, compressors and control equipment;
- (f) All sewer pipes;
- (g) Land, surface parking and driveway areas;
- (h) Easements for access, maintenance, repair, reconstruction or replacement of the equipment, installations and appurtenances, and for all other services necessary or convenient to the existence, maintenance, safety and use of the Property. Easements referred to in this subparagraph include, but are not limited to, the use of pipes, ducts, cables, wires, conduits and public utility lines for the benefit of one or several Units though located in other Units as well as the right of access thereto for the purpose of convenient repair inspection, replacement and maintenance;
- (i) The sanitary sewer lift station located in the southwest corner of the Property; and
- (j) All other parts of the Property and all apparatus and installations existing in the Building or on the Land for common use or necessary or convenient to the existence, maintenance or safety of the Property.

Section 4. "Common Expenses" shall mean expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

Section 5. "Declaration" shall mean and refer to the "Master Deed and Declaration" applicable to the Property, as recorded in the office of the Register of Deeds of Douglas County, Nebraska, including all amendments from time to time made thereto.

Section 6. "Land" shall be defined and described as follows:

That part of the East Half (E1/2) of Section 16, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, described as follows:

Commencing at the East Quarter Corner of said Section 16; thence South 00°04'07" East (assumed bearing), on the East line of said Section 16, 330.00 feet, to a point on the Easterly extension of the North line of Nicholas Street; thence South 89°57'16" West, on the North line of Nicholas Street and its Easterly and Westerly extension, 468.60 feet, to the Point of Beginning; thence continuing South 89°57'16" West, on the North line of Nicholas Street and its Westerly extension, 425.32 feet; thence North, on a line 427.21 feet East of and

parallel to the West line of the Northeast Quarter of the Southeast Quarter of said Section 16, 509.93 feet (measured) 510.00 feet (recorded); then North 89°56'04" East, 424.71 feet; thence South 00°04'07" East, on a line 468.60 feet West of and parallel to the East line of said Section 16, 510.08 feet (measured) 510.00 feet (recorded), to the Point of Beginning.

Section 7. "Limited Common Elements" shall mean a portion of the Common Elements designated by the Board for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements shall include the following:

- (a) Those allocated by the Declaration in accordance with the Act;
- (b) Any portion of a chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture that lies partially within and partially outside the designated boundaries of a Unit that serves only that Unit shall be a Limited Common Element allocated solely to that Unit; and
- (c) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, shall be Limited Common Elements allocated exclusively to that Unit.

Section 8. "Property" shall mean and refer to the Buildings and Land.

Section 9. "Unit" means a designated portion of the Building or Buildings identified as such in the Declaration.

Section 10. "Unit Owner(s)" shall mean a person or entity that owns a Unit or Units.

ARTICLE 3 ASSOCIATION

Section 1. Composition. The Association shall consist of all Unit Owners. Unit Owners are automatically deemed to be members of the Association. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Association in accordance with the Act, these Bylaws, the Declaration and any exhibits thereto (collectively the "Condominium Instruments"). Except as to those matters that the Act specifically requires be performed by the Association, the foregoing responsibilities may be performed by the Board or the Managing Agent (hereinafter defined) as more particularly set forth in these Bylaws.

Section 2. Annual Meetings. The annual meeting of the Association shall be held on the second Thursday of January of each year. If the second Thursday is a legal holiday, then such meeting shall be held on the next business day. At such annual meeting, the Executive Board

shall be appointed by the Association in accordance with the requirements of Article 4 of these Bylaws.

Section 3. Annual Budget Meeting. An annual meeting of the Association shall be held on the second Thursday of November, or the next succeeding business day, if such day is a legal holiday, to review the budget pursuant to Article 4 and to review the management of the property.

Section 4. Substitute Meetings. If the annual meeting or the annual budget meeting is not held on the day designated, any business which might properly have been acted upon at that meeting may be acted upon at any subsequent Association meeting held pursuant to these Bylaws or to a court order requiring a substitute annual meeting.

Section 5. Special Meeting. A special meeting of the Association may be called by any duly elected officer of the Association, by a majority of the Board or by Unit Owners having at least 20% of the votes in the Association. No business shall be transacted at a special meeting except as stated in the notice thereof.

Section 6. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as designated by the Association.

Section 7. Notice of Meeting. A written or printed notice of each Association meeting stating the place, day and hour of the meeting shall be delivered not less than ten (10) days nor more than fifty (50) days before the date thereof, either personally, by mail, or any other manner provided by law, by or at the direction of the President or Secretary of the Association or other person calling the meeting. In the case of an annual meeting, annual budget meeting or substitute annual meeting, the notice of the meeting need not state the purpose or purposes of the meeting. In case of a special meeting, the notice of meeting shall state the purpose or purposes for which the meeting is called.

Section 8. Waiver of Notice. At any time a Unit Owner may, in writing, waive notice of any meeting of the Association, and that waiver shall be deemed equivalent to the giving of such notice. Attendance by a Unit Owner, in person, by proxy, or by telephonic communications, at any meeting of the Association shall constitute a waiver of notice of the time, place and purpose of that meeting, unless the Unit Owner is appearing or communicating solely to object to the holding of such meeting. If all Association Members are present at any meeting of the Association, no notice shall be required and any business may be transacted at that meeting.

Section 9. Quorum. Except as otherwise provided in these Bylaws or the Condominium Instruments, the presence in person or by written proxy of two-thirds (2/3) of the Total Votes of the Condominium shall represent a quorum for the transaction of any business at any meeting of the Association.

Section 10. Voting. The Unit Owners shall be entitled to cast the number of Total Votes assigned to such Unit in the Declaration creating the condominium regime. A majority vote is required to adopt decisions at any annual or special meeting of the Association. Where there is more than one (1) record owner of a Unit (“co-owners”), all of these co-owners shall be Members and may attend any meeting of the Association, but only one (1) of those co-owners shall be entitled to exercise all of the votes to which the Unit is entitled. Co-owners owning the majority interests in a Unit shall from time to time designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each Unit shall be exercised, if at all, as a unit. Where no voting co-owner is designated or if the designation has been revoked, the vote for the Unit shall be exercised as the co-owners owning the majority interests in the Unit mutually agree. Unless the Board receives a written objection in advance from the co-owner, it shall be conclusively presumed that the corresponding voting co-owner is acting with the consent of his co-owners. No vote shall be cast for any Unit if the majority of the co-owners present in person or by proxy and representing such Unit cannot agree to said vote or other action. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Unit and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting provisions established herein, or in the Bylaws of the Association, shall be deemed to be binding on all owners, their successors and assigns.

Section 11. Proxy. Any vote may be cast by a Unit Owner in person or by proxy. All proxies shall be in writing, signed and dated by the Unit Owner, and filed with the Executive Board before commencement of the meeting at which the proxy is to be used. No proxy shall extend beyond a period of eleven months after the filing of such proxy with the Executive Board. Every proxy shall automatically cease upon the sale or transfer of the Unit or of the maker of such proxy or upon the death or incapacity of the maker of such proxy.

Section 12. Telephonic Meetings. Members of the Association may participate in a meeting of the Association by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 13. Conduct of Meetings. Meetings of the Association shall be presided over by the President of the Association, or if no such person has been so designated, then by a Chairperson chosen by a majority of the Members present at the meeting. The Secretary of the Association shall act as secretary of all meetings of the members, provided that, in the Secretary’s absence, the presiding officer shall appoint another person to act as secretary of the meeting.

Section 14. Action Without Meeting. Any action required or permitted to be taken by the Members may be taken without a meeting if all Members individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Association. Action by written consent shall have the same force and effect as the unanimous vote of the Members.

ARTICLE 4
EXECUTIVE BOARD

Section 1. Appointment of Directors; Terms of Office. The business and affairs of the Association shall be managed by an Executive Board consisting of five (5) members. Each member must be a Unit Owner or an employee of a Unit Owner. Although the number and qualifications of the members may be changed from time to time by amendment to these Bylaws, no change shall have the effect of shortening the term of any incumbent Board member during the terms for which such Board member was elected.

Section 2. Election and Tenure. At the first meeting of the Association and at each annual meeting thereafter, the Unit Owners shall elect Executive Board members who shall hold office until the next succeeding annual meeting and until their successors have been elected and qualified unless their service is earlier terminated because of death, resignation or removal. Cumulative voting shall apply to the election of Board members.

Section 3. Removal. The Unit Owners, by a two-thirds of the Total Votes present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Executive Board with or without cause.

Section 4. Vacancies. Vacancies on the Board may be filled by election at an annual meeting or special meeting of the Association called expressly for that purpose. An Executive Board member elected to fill a vacancy shall serve for the remainder of the unexpired term of his or her predecessor in office.

Section 5. Powers. The Executive Board shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things, other than those required to be exercised and done by the Association pursuant to the Act and the Condominium Instruments. The Board may delegate to one of its members, or to a person employed for such purpose, the authority to act on behalf of the Board on matters relating to the duties of the Managing Agent (as defined in Article 4, Section 7), if any, that may arise between meetings of the Board as the Board deems appropriate. The Board shall, on behalf of the Association, have the power:

- (a) To make contracts and incur liabilities and to pay, out of the Condominium assessments against Unit Owners, the expenses as may be required and proper for maintenance and operation of the Common Areas; provided, however, that the Board may not, without approval of at least two-thirds (2/3) of the Total Votes, enter into any contract with, lend any funds of the Association to, or guaranty any obligations of, any Unit Owner or Board Member or any affiliate of either.
- (b) To adopt and amend budgets for revenues and expenditures.

- (c) To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or Unit Owner affecting the Condominium.
- (d) To regulate the use, maintenance, repair, replacement and modification of Common Areas.
- (e) To cause additional improvements to be made as a part of the Common Areas.
- (f) To grant easements, leases, licenses and concessions through or over the Common Areas.
- (g) To impose and receive any payments, fees or charges for the use, rental or operation of the Common Areas.
- (h) To provide for the indemnification of its officers and Executive Board and, if desired, maintain directors' and officers' liability insurance.
- (i) To appoint and remove officers in accordance with Article 5.
- (j) To exercise any other powers conferred by the Declaration, by resolution of the Association, by these Bylaws or that are necessary and proper for the administration of the Association.

Section 6. Duties. It shall be the duty of each member of the Executive Board to:

- (a) Perform any and all duties imposed collectively or individually by the Condominium Instruments;
- (b) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents, and employees of the Association;
- (c) Supervise all officers, agents, and employees of the Association to assure that their duties are performed properly;
- (d) Meet at such times and places as required by these Bylaws.

Section 7. Managing Agent. The Board may employ for the Condominium a "Managing Agent" at a compensation to be established by the Board. The Managing Agent shall perform such duties and services as the Board shall direct.

Section 8. Standards. The Board and the Managing Agent, if any, shall manage the Condominium in a dignified quality manner and in conformity with the highest standards of practice among similar types of facilities, subject to the terms of the Declaration.

Section 9. Annual Meeting. The annual meeting of the Executive Board shall be held immediately following the annual meeting of the Association.

Section 10. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board members.

Section 11. Special Meetings. Special meetings of the Board may be called by any duly elected officer of the Association or by a majority of the Board members then in office, and shall be held at the principal office of the Association or at such other place, within the State of Nebraska, and at such date and time, as the notice may state.

Section 12. Notice of Meeting. A written or printed notice of each Executive Board meeting stating the place, day and hour of the meeting shall be delivered not less than ten (10) days nor more than fifty (50) days before the date thereof, either personally, by mail, or any other manner provided by law, by or at the direction of the President or Secretary of the Executive Board or other person calling the meeting. In the case of an annual, annual budget or substitute annual meeting, the notice of the meeting need not state the purpose or purposes of the meeting. In case of a special meeting, the notice of meeting shall state the purpose or purposes for which the meeting is called.

Section 13. Waiver of Notice. At any time a Board member may, in writing, waive notice of any meeting of the Board, and that waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member, in person or by telephonic communications, at any meeting of the Board shall constitute a waiver of notice of the time, place and purpose of that meeting, unless the Board member is appearing or communicating solely to object to the holding of such meeting. If all Board members are present at any meeting of the Board, no notice shall be required and any business may be transacted at that meeting.

Section 14. Quorum. Except as otherwise provided by the Condominium Instruments, at all meetings of the Board, a majority of the Board members shall constitute a quorum for the transaction of business, and the votes of a majority of the Board members present at a meeting having a quorum present shall be the decision of the Board. A Board member who participates in a meeting by means of telephonic communications shall be deemed present at the meeting for all purposes.

Section 15. Compensation. No Board member shall receive compensation from the Association for acting as such.

Section 16. Action Without a Meeting. Any action required to be taken at a meeting of the Executive Board, or of any committee, may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Board members, or all of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote. The consent may be executed by the Board members in counterparts. Any such consent shall be filed with the minutes of the proceedings of the Board.

Section 17. Voting. At all meetings of the Executive Board, each Board member shall have one vote.

Section 18. Presumption of Assent. A Board member of the Association who is present at a meeting of the Executive Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Board member who voted in favor of such action.

Section 19. Committees. The Executive Board may, by resolution or resolutions passed by a majority of the whole Board, appoint an executive committee and one or more other committees, each committee to consist of two or more Board members of the Association, which committees shall, to the extent permitted by law, have and may exercise such powers of the Executive Board in the management of the business and affairs of the Association as shall be delegated to them.

Section 20. Telephonic Meetings. Members of the Executive Board or any committee appointed by the Executive Board may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 21. Budget. The Board shall adopt a budget for each calendar year which shall 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. Within thirty (30) days following adoption of a proposed budget, a summary of such budget will be delivered to all Unit Owners with the notice of the Annual Budget Meeting of the Unit Owners to ratify the budget. Unless rejected by a majority of the Total Votes of the Unit Owners present at the Annual Budget Meeting, the budget is ratified. If the Unit Owners reject the proposed budget, the last ratified budget, with an across the board three percent (3%) increase, will continue. The budget shall be adopted in November of each year for the succeeding calendar year, and copies of the budget and proposed assessments shall be sent to each Unit Owner on or before December 31 preceding the year for which the budget is made. Budgets may be amended during a current year where necessary. Such amendments shall be subject to the same ratification process as the proposed budget. There shall be no enlargement of the Common Elements or additional structures built as part of the Common Elements if the construction costs of such enlargement or additional structures exceed \$20,000, unless and until such proposal is approved in writing by Unit Owners representing at least three-fourths of the Total Votes of the Condominium and until a proper amendment to the Declaration has been executed, acknowledged and recorded.

Section 22. Executive Board as Attorney-in-Fact. The Board is hereby appointed as agent and attorney-in-fact for the Unit Owners to manage, control and deal with the interests of

the Unit Owners in the Common Areas of the Condominium, and to permit the Board to fulfill all of its powers, rights, functions and duties. The Board is hereby appointed as agent and attorney-in-fact for each Unit Owner, any mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium to (a) adjust and settle all claims arising under insurance policies purchased by the Board, (b) execute and deliver releases upon the payment of such claims and (c) act on their behalf in any condemnation proceeding or action of eminent domain.

ARTICLE 5 OFFICERS

Section 1. Designation. The principal officers of the Association shall be the President, one or more Vice Presidents (as the Board shall determine), a Secretary and a Treasurer and such other officers and agents as may be deemed necessary by the Board. Any two or more offices may be held by the same person; provided, however, that no person shall at the same time hold the offices of President and Secretary, or President and Vice President. It is mandatory that the elected officers are members of the Board.

Section 2. Election and Removal of Officers. The officers of the Association shall be elected annually by a majority vote of the Executive Board. Upon the affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for that purpose. An officer will serve until his or her replacement has been elected.

Section 3. President. The President shall be the chief executive officer of the Association; preside at all meetings of the Association and the Board; have general and active management of the business of the Association subject to the control of the Board; see that all orders and resolutions of the Board are carried into effect; and appoint committees from time to time as the President may in his or her discretion decide is appropriate to assist in the conduct of the business of the Association. The President shall sign and the Secretary shall witness all amendments to the Declaration.

Section 4. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor Vice President is able to act, the Board shall appoint some other director to act in the place of the President, on an interim basis. The Vice President shall also perform any other duties as shall from time to time be imposed by the Board or by the President.

Section 5. Secretary. The Secretary shall attend and keep minutes of the meetings of the Members and of the Board in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, be the custodian of the corporate records, keep a register of the post office address of each Board member which shall be furnished to the Secretary by such member, have general charge of the corporate minute books of the Association, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President

or by the Board. The Secretary will also prepare, execute (together with the President), certify and record amendments to the Declaration on behalf of the Association.

Section 6. Treasurer. The Treasurer shall have charge and custody and be responsible for all funds and securities of the Association, receive and give receipts for all securities and monies due and payable to the Association from any source whatsoever, deposit all such monies in the name of the Association in such banks, trust companies, or in other depositories as shall be collected in accordance with the provisions of these Bylaws, keep statements and books of account, income and expenditures, prepare an annual budget, and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board; provided, however, that if the Board authorizes any third party to perform any of the duties of the Treasurer described herein, then the Treasurer shall be responsible for overseeing such third party in the performance of such duties, and shall provide such reports as the Board may request relating to the performance by such third party of said duties. If required by the Board, the Treasurer shall give bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine.

Section 7. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations shall be executed by the President or by such other officer as designated by the Board.

Section 8. Compensation of Officers. No officer shall receive compensation from the Association for acting as such.

ARTICLE 6 OPERATION OF THE CONDOMINIUM

Section 1. Maintenance, Repair and Replacement of the Common Elements. The Association shall be responsible for the maintenance, repair and replacement of the Common Elements. The expenses associated with the Common Elements shall be assessed against each Unit Owner in proportion to its respective percentage of the Total Votes of the entire Condominium regime as set forth in the Declaration.

Section 2. Maintenance, Repair and Replacement of Limited Common Elements. The Association shall be responsible for the maintenance, repair and replacement of the Limited Common Elements. The expenses associated with the Limited Common Elements shall be assessed equally against the Unit(s) to which such Limited Common Element has been allocated pursuant to the Declaration. Each Unit Owner shall be solely responsible for the maintenance and repair of its own Unit.

Section 3. Assessments. Assessments against each Unit Owner for such common expenses shall be made annually on or before December 31 preceding the year for which assessments apply. The annual assessments shall be due in twelve equal, monthly payments on the first day of each month. The assessment to be levied against each Unit shall be such Unit's pro-rata of the total annual budget based upon the percentage of such Unit's pro-rata share of the

total annual budget based upon the percentage of such Unit's Total Vote as set forth in the Declaration establishing the Condominium. In case of an amended budget as provided in Article 4, the amended assessment shall be payable at the times specified in the notice of the amended assessment sent to each Unit Owner. If any member shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the member in its Unit and the Board may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the Unit. Assessments delinquent more than ten days after the due date shall bear interest at the rate of 18% per annum from the due date until paid. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due and payable without notice. To the extent that the Developer retains ownership of Units which are not completed and the amounts of the assessments collected pursuant to this section are not sufficient to pay the Common Expenses, the Developer will be responsible for any deficiency.

Section 4. Liens for Assessments or Fines. The Association has a lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due and a notice containing the dollar amount of such lien is recorded in the office where mortgages are recorded. The Association's lien may be foreclosed in like manner as a mortgage on real estate but the Association shall give reasonable notice of its action to all lien holders of the Unit whose interest would be affected. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessments becomes due.

Section 5. Distribution of Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves must be paid to the Unit Owners in proportion to their Common Expense liabilities or credited to them to reduce their future Common Expense assessments.

Section 6. Right of Access. By acceptance of the deed of conveyance, each Unit Owner thereby grants a right of access in its Unit to the Board or the Managing Agent (or any other person authorized by the Board or the Managing Agent) for the purpose of enabling and to the extent necessary for the exercise and discharge of their respective powers and responsibilities.

ARTICLE 7 BOOKS AND RECORDS

The books, records of account and minutes of the proceedings of the Board and committees having the authority of the Board and papers of the Association shall be kept and retained at all times, during reasonable business hours, subject to inspection by any Unit Owner.

ARTICLE 8
INSURANCE

Section 1. Insurance. Insurance policies upon the Condominium property including the structure but excluding the furnishings of individual Units shall be purchased by and in the name of the Association for the benefit of the Association and the Unit 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 Units. The insurance shall cover all buildings and improvements upon the Property and all personal property included in the Common Elements and Limited Common Elements in an amount, after deductibles, of not less than 80% of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date (excluding land, foundations, walks, drives and excavation costs), but with co-insurance clauses being permitted. Such coverage shall afford protection against loss by fire and extended coverage hazards. The insurance coverage must provide that:

- (a) Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the common elements or membership in the Association;
- (b) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household;
- (c) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
- (d) If, at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

The above insurance shall not cover the personal property of any Unit Owner, it being the Unit Owner's responsibility to provide such insurance coverage for the Unit Owner's protection. In addition, insurance shall be procured for workmen's compensation coverage and public liability insurance as the Association may deem advisable from time to time. Insurance premiums shall be deemed a Common Expense. The Association is hereby irrevocably appointed agent for each Unit Owner and its 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 Unit Owner or its 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 fair market value of the buildings and improvements prior to the damage. In such case, and unless otherwise agreed upon in writing by Unit Owners representing three-fourths of the Total Votes 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 Unit Owner in accordance

with its percentage interest specified in the Declaration. Any such sums shall be first applied towards satisfaction of any recorded first mortgage against each Unit, next towards satisfaction of junior recorded liens in order of their priority, and the remainder paid to each Unit Owner. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a Common Expense to be assessed and collected by the Association from the Unit Owners; provided, however, that in such case of under-insurance, any excess proceeds of insurance received shall be credited to the Common Element working fund. Each Unit Owner may obtain additional insurance at its expense.

Section 2. Liability Insurance. The Association shall purchase and provide comprehensive liability insurance, including medical payments insurance, in an amount determined by the Board but not less than any amount specified in the Declaration, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements. The Association, in addition to the foregoing, shall provide directors and officers liability coverage insurance for the Association, for its officers, and members of the Board.

Section 3. Assessment of Insurance Premiums. Insurance premiums for property and liability insurance policies shall be assessed against each Unit Owner in proportion to its respective percentage of the Total Votes of the Condominium regime as set forth in the Declaration.

ARTICLE 9 AMENDMENTS TO BYLAWS

Section 1. Amendments. These Bylaws may not be modified or amended except upon the approval of Unit Owners representing at least two-thirds of the Total Votes of the Condominium regime, as set forth in the Declaration, at a regular meeting of the Unit Owners or a special meeting of the Unit Owners called for the purpose of amending these Bylaws. All amendments to the Bylaws shall be prepared and maintained by the Secretary in the records of the Association.

Section 2. Recording. No modification or amendment to the Bylaws shall be valid unless set forth in or annexed to a duly recorded amendment to the Declaration.

ARTICLE 10 FISCAL YEAR

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of each year.

ARTICLE 11 INDEMNIFICATION OF DIRECTORS, OFFICERS EMPLOYEES AND AGENTS

To the extent permitted by law, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or

proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Association, by reason of the fact that he or she is or was a director, officer, employee or agent of the Association against expenses, including attorney fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

To the extent permitted by law, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another Association, partnership, joint venture or other enterprise or as a trustee, officer, employee or agent of an employee benefit plan, against expenses, including attorney fees, actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association.

To the extent permitted by law, the Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association against any liability asserted against him or her and incurred in such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability.

The indemnity provided for by this Article 11 shall not be deemed to be exclusive of any other rights to which those indemnified may be otherwise entitled, nor shall the provisions of this Article 11 be deemed to prohibit the Association from extending its indemnification to cover other persons or activities to the extent permitted by law or pursuant to any provision in the Bylaws.

ARTICLE 12 MISCELLANEOUS

Section 1. Liability of the Decision Makers. The officers, directors, Managing Agent, any properly appointed committee acting on behalf of the Association, or any other individual who is granted authority to act on behalf of the Association (collectively, the "Decision Makers"), shall not be liable to the Association or any Unit Owner for any mistake of judgment, negligence or otherwise, except for any respective individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the Decision Makers from and against all contractual liability to others arising out of contracts made by any of them on behalf of the Association, except to the extent that such liability is satisfied by insurance. The duty of the Association described in the preceding sentence shall not apply to any contract that shall have been made by the Decision Makers in bad faith or contrary to the provisions of the Condominium Instruments. The Decision Makers shall have no personal liability with respect to

any contract made by any of them on behalf of the Association. The liability of any Unit Owner arising out of any contract made by the Decision Makers, or out of the indemnification of the Decision Makers, or for damages as a result of injuries arising in connection with the Common Areas solely by virtue of the Unit Owner's ownership of an interest therein or for liabilities otherwise incurred by the Association, shall be limited to (i) the total liability multiplied by (ii) the Unit Owner's Common Area Allocation. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any pending or completed action, suit or proceeding by reason of the fact that he or she is or was a Decision Maker of the Association against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred in connection with such action, suit or proceeding if such person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Association and/or Condominium.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

Section 3. Construction. These Bylaws and all other Condominium Instruments are intended to comply with all applicable provisions of the Nebraska Condominium Act and shall be so interpreted and applied.

**BLOOMFIELD HILLS PROFESSIONAL
PARK CONDOMINIUM ASSOCIATION, INC.**

By: *Michael L. Day*
Title: President

ATTEST:

Michael L. Day
Secretary

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 31st day of MARCH, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michael L. Day to me known to be the President of Bloomfield Hills Professional Park Condominium Association, Inc., who executed the within instrument and acknowledged that he executed the same as his voluntary act and deed.



Carl J. Troia, Jr.
Notary Public