



DEED 2005138541



NOV 02 2005 11:55 P 35

Nebr Doc Stamp Tax
11-2-05
Date
\$ <u>EX-4</u>
By <u>JH</u>

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/2/2005 11:55:58.82



2005138541

THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

Bred a
35
-8

FEE 179.00 FB 58-43386-old *New*

BKP _____ C/O _____ COMP du

DEL _____ SCAN _____ FV _____

Temp. 12.4.01

Ta 50682

16

MASTER DEED AND DECLARATION
WESTFIELD OFFICE BUILDING II CONDOMINIUM PROPERTY REGIME

THIS MASTER DEED made this 25th day of October, 2005 by Westfield Office Building II, LLC, a Nebraska limited liability company (herein called the Developer), for itself, it's successors, grantees and assigns.

WITNESSETH:

1. **DECLARATION OF PURPOSE.** The purpose of this Master Deed is to declare the desire of the Developer to submit the lands herein described and the improvements to be built thereon to the condominium form of ownership and use in the manner provided by *Neb. Rev. Stat. §76-801 through 76-823*, Reissue 1996 as amended (herein called Condominium Act), and the name by which this condominium is to be identified as WESTFIELD OFFICE BUILDING II CONDOMINIUM PROPERTY REGIME.

2. **DESCRIPTION OF LAND.**

Lot 4, Westroads Replat 4, an addition to the City of Omaha, Douglas County, Nebraska.

3. **DEFINITIONS.** The definitions set forth in Section *Neb. Rev. Stat. §76-827*, Reissue 1996. As amended shall govern this Master Deed and Declaration, the attached plans, and By-Laws.

4. **DESCRIPTION OF BUILDING.** The condominium improvements consist of one three story building surrounded by sidewalks, landscaping, and parking. The Building contains approximately 45,000 gross square feet, on three floors of which two floors of 15,000 gross square feet each are office spaces and 15,000 gross square feet is assigned for office space, parking and storage. The building has an all steel structural frame with brick and block walls, and composite concrete slabs for the two upper floors. The lower floor is concrete slab on grade. The building's centralized system for heating and cooling will utilize a series of heat pumps supplemented by a gas fired boiler.

5. **USE AS AN OFFICE BUILDING.** The building is intended to be used as an office building with permitted uses including general offices, financial services, medical services, related facilities. Each Unit owner, his heirs, successors and assigns, covenants he will not use, cause or permit the Unit to be used other than as provided in this Master Deed, nor will he use, cause or permit the Unit to be subdivided, changed or altered without first having obtained the approval of the Board of Directors of Westfield Office Building II Condominium Association. However, the Developers reserve the right, for themselves and any such grantee as they may specify, the right, so long as they or their grantees so specified are the owners of any unsold Units, to sell, change the size, Unit designation, basic value and percentage interest in expenses and rights in common and limited elements with respect to the area occupied by any such unsold Units. Any such change shall leave unaltered the Unit designation, basic value and percentage interest of any Unit previously sold by the Developers or their grantees specifically authorized to make the changes specified in this paragraph. If any Unit shall be subdivided, the basic percentage of each sub-Unit shall share in the expenses and rights in the common elements which shall be calculated on the percentage of area occupied by the sub-unit bears to the area of the whole Unit before it is subdivided. In all events, the allocation shall equal one hundred percent (100%).

6. SITE AND FLOOR PLANS. The Unit 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" and annexed hereto and made a part hereof. Each Unit is bounded both as to horizontal and vertical boundaries by the interior surface of its perimeter walls, inside face to the ceiling or under side of the structure if a ceiling is not installed and the unfinished floor slab 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 buildings or by permissible repairs, construction or alteration.

7. THE COMMON ELEMENTS. The common elements consist of all parts of the condominium property other than the office Unit. The common elements include, but shall not be limited to, the following:

(a) Common Elements, which includes all portions of the Condominium other than the Units and the Limited Elements.

(i) Land, driveway areas, surface parking, roofs, stairs, stairways, courts, terraces, landscaping, mechanical and building storage areas, exterior walls and windows including exits and interior walls except those partition walls wholly included within a Unit's perimeter described in 9(f).

(ii) The foundations and structural members, including columns, girders, beams and supports.

(iii) Elevators, motors, pumps, tanks, cooling tower, boilers, cooling and heating equipment, apparatus and all other central and appurtenant installations, including all pipes, ducts, shafts, wires and cables used in connection therewith, required to provide power, light, telephone, gas, water, sewer service, heat, cooling and other service.

(iv) Easements for access, maintenance, repair, reconstruction or replacement of the foregoing structural members, 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.

(b) Limited Elements are the Elements specifically designated in this Declaration as Limited Elements, and are allocated for the exclusive use of one, or more, but fewer than all of the Units. The Limited Elements shall include the following:

(i) Those allocated by the Declaration in accordance with the Act; initially by the Developer, or subsequently designated by the Board.

(ii) 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 Element allocated solely to that Unit; and

(iii) 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 Elements allocated exclusively to that Unit.

(iv) Building storage and/or vault areas, specifically owned by individual Unit owners

(v) Interior parking stalls.

(vi) The designation of reserved surface parking stalls is generally discouraged. A surface parking stall may only be reserved for the use of a Unit upon approval of the Developer until all units have been sold, after which time the Unit Owners representing a majority of the Total Basic Value of the Units will make the determination for future requests. A reservation of a parking stall may be accomplished by the payment of \$600 per year which will designate the stall as a Limited Element with a restricted space available for the use of a Unit during the period of ownership and occupancy of such Unit by the Unit Owner(s) for whom such designation is made. Upon sale of the Unit, the designated stall shall revert to Common Element status.

(vii) Exterior Building modifications: Until all units have been sold, unless otherwise designated, the Developer shall have the exclusive right to make modifications, encumbrances, and/or improvements to the exterior of the building.

(c) Each owner shall have the right to the exclusive use and possession of the Limited Elements allocated to his Unit, subject to the rights granted to the Declarant or the Association by the Condominium Documents and shall be responsible for the definable expenses as related to such Limited Element. All Limited Elements must be used in accordance with the Declaration and the Rules.

(d) A Limited Element allocated by the developer relating to any unsold Units and may be reallocated by an amendment to this Declaration. The amendment shall be executed by the Owners between the Units involved in the reallocation and shall state the manner in which the Limited Elements are to be allocated and, the amendment recorded. After initial allocation by the Developer, any such amendment for reallocated Limited Elements shall be submitted to the Developer until all units are sold, after which time to the Board of Directors, which, unless the Board of Directors determines within thirty (30) days that the proposed amendment is unreasonable and which determination shall be in writing and specifically state the reasons for disapproval, the Association shall execute its approval and record the amendment.

(e) The Board of Directors shall have the right, after all units have been sold, with the approval of the Members holding at least sixty-seven (67%) of the total number of votes entitled to be cast by Members, to allocate as a Limited Element any portion of the Common Elements not previously allocated as a Limited Element. Any such allocation by the Board of Directors shall be made by an amendment to this Declaration and an amendment to the Plat if required by the Condominium Act.

(f) The Developer shall have the right to install as a Limited Element at its own expenses, an underground Fuel Dispensing Tank and Pump installation that shall have the approval of the Governmental Authorities having jurisdiction. All insurance costs and maintenance shall be charged to the unit holding the Limited Element.

8. UNIT DESIGNATION AND PERCENTAGE INTEREST IN EXPENSES AND COMMON ELEMENTS. The Unit designation for 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 by this reference made a part hereof.

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, co-owners, tenants of such owners, employees and any other persons who use the property, including the persons who acquire the interest of any co-owner through foreclosure, enforcement of any lien or otherwise:

(a) Westfield Office Building II Condominium Association, a Nebraska non-profit corporation, has been incorporated to provide for the management of the condominium. Each co-owner shall automatically be deemed a member of the Association. The By-Laws of said Association are also the By-laws of this condominium and are annexed hereto and marked Exhibit "C".

(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 co-owners and users shall be bound thereby. The Association shall have the sole jurisdiction over and responsibility for making alterations, improvements, repairs and maintenance of the common elements. The share of a Unit owner in the common elements is appurtenant to his 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 By-Laws. Assessments paid within ten (10) days after the date when due shall not bear interest, but all sums not paid within said ten-day period shall bear interest at the rate of eighteen percent (18%) per annum from 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 his 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 and/or co-owner shall be responsible:

(i) Submit all plans for build out of their unit to the Developer until all units are sold and there after to the Board of Directors for their approval. In accordance with the provisions of 11(f).

(ii) To maintain, repair and replace at owner's expense all portions of the Unit including Limited Elements which are not included in the definition of common elements.

(iii) To refrain from painting, decorating or changing the appearance of any portion of the exterior of the Unit building or any common or limited element; unless approved by the Board of Directors in writing.

(iv) To promptly report to the Board of Directors any defect or need for repairs which are the responsibility of the Association.

(v) To provide floor to ceiling, butt glass glazing for all walls separating the Unit from the lobby.

(vi) To comply with the horizontal window blind standards in Paragraph 11(h).

(d) A Unit may be subdivided into two or more Units or the boundaries between the adjoining Units may be relocated. Any Unit Owner who wants to subdivide a Unit or relocate the boundary shall prepare an amendment to the Declaration and the Plat which identifies the Unit involved, specifies the boundaries of each Unit created and the dimensions, assigns an Identifying number to each Unit created and allocates the allocated interest in the Common Elements and in the Common Expenses formerly allocated to the subdivided Unit to the new Units in a reasonable manner. The amendment shall be executed by the Owner of the Unit to be subdivided and before recording, submitted to the Board of Directors. Unless the Board of Directors determines within thirty (30) days that the proposed amendment is unreasonable, which determination shall be in writing and shall specifically state the reasons for disapproval, the Association shall execute its approval and record the amendment. Such approval shall not be unreasonably withheld. However, the developer or their specified grantees may make such changes subject to this Declaration without obtaining approval of the Board of Directors.

(e) If adjoining Units are owned by the same Person, the Owner of the adjoining Units may remove all or a portion of the demising wall between the adjoining Units provided the removal of a portion or the entire demising wall is approved by the Board of Directors prior to removal. The provisions of Section 11(b) shall apply to any request by an Owner of adjoining Units to remove all or a portion of the demising wall between the Units. The request shall not be approved unless the Board of Directors is satisfied that the removal of the demising wall will not impair the structural integrity of the building, building structure, or unit and/or adversely affect the mechanical, electrical, security or any other building system(s) of the Building or lessen the support of any portion of the Condominium. Removal of a demising wall between adjoining Units shall not affect the Units' percentage undivided interest in the Common Elements or the Units' Common Expense Liability. A demising wall between adjoining Units which is removed may be constructed or reconstructed with the prior written approval of the Board of Directors. Such approval shall not be unreasonably withheld.

(f) Each Unit is allocated a percentage (%) of undivided interests in the Common Elements and in the Common Expenses calculated by dividing the gross square footage of each Unit, including Limited Elements, by the gross square footage of all the Units. For the sole purpose of determining the gross square footage of each Unit in order to allocate a percentage of undivided interest in the Common Elements and in the Common Expenses to each Unit, the boundaries of the Unit shall be deemed to be the interior face of the perimeter wall of the

Building (the interior face of the glass), the finished floor slab and underside of the ceiling in which the Unit is located and, in the case of the building containing two or more Units, the center of any demising wall between the Units. The percentage of undivided interest in the Common Elements and in the Common Expenses allocated to each Unit is set forth on Exhibit B attached to this Declaration. The percentage of undivided interest of each Unit in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of undivided interest. The ownership of each Unit shall not be conveyed separate from the percentage of undivided interest in the Common Elements allocated to the Unit. The undivided percentage of interest in the Common Element and Limited Elements allocated to any Unit shall always be deemed conveyed or encumbered with any conveyance or encumbrance of that Unit, even though the legal description in the instrument conveying or encumbering the Unit may refer only to the fee title to the Unit. Except as permitted by the Condominium Act, the Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of an undivided interest in the Common Elements made without the Unit to which the interest is allocated is void, except for the limited elements which may be sold only to any other condominium owner.

(g) Sales of condominium units. Any bonafide sales contract for a unit an owner proposes to sell shall be offered to the association who at the Board's option may propose to purchase the unit at the price offered to the owner, conditioned on identical terms in the proposal.

10. EASEMENTS AND DEVELOPMENT RIGHTS. As part of this Declaration, an easement is granted upon, across, over and under the Limited and Common Elements and Units for the installation, replacement, repair or maintenance of utilities and building systems. Also included is a cross easement agreement for parking and vehicular access between all properties comprising Replat 4.

(a) Each owner and Occupant and their Invitees shall have a non-exclusive easement for the use and enjoyment of the Common Elements (except for any Limited Elements) for their intended purposes. To the extent that any Unit is allocated a Limited Element pursuant to their Declaration, the Owner and Occupants of the Unit to which the Limited Element is allocated and their Invitees have an exclusive easement for the use and enjoyment of that Limited Element. The easements granted by this Section shall be appurtenant to the Unit and the Parking Easement and shall be subject to the following provisions:

(i) The right of the Association to adopt reasonable rules and regulations governing the use of the Common Elements.

(ii) The right of the Association to convey the Common Elements or subject the Common Elements to a mortgage, deed of trust, or other security interest, if such action is approved by Owners entitled to cast at least eighty percent (80%) of the votes in the Association. Any such action by the Association shall be done in the manner and subject to the limitations set forth in the Condominium Act;

(iii) The right of the Association to grant non-exclusive easements over all or a portion of the Common Elements if the Board of Directors determines that the granting of the easement is necessary for the development or maintenance of the Common Elements or beneficial to the Owners, Lessees and Occupants;

(iv) All rights and easements set forth in this Declaration;

(v) The right of the Association to suspend the right of an Owner, Lessee or Occupant to use the Common Elements if the Owner, Lessee or Occupant violates any provision of the Condominium Documents and the violation is not cured within fifteen (15) days after the Association gives written notice of the violation to the Owner, Lessee or Occupant.

(b) The easement of enjoyment in and to the Common Elements shall not be conveyed, transferred, alienated or encumbered separate and apart from a Unit. Such right and easement of enjoyment in and to the Common Elements shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Unit, notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to such right and easement.

(c) There is hereby granted and created easements for ingress and egress for pedestrian traffic over and through the Common Elements for access to and from the Units. There is also granted and created an easement for ingress and egress for pedestrian and vehicular traffic over, through, and across such streets and drives as from time to time may be paved and intended for such purposes, except that such easements shall not extend to any vehicular Limited Elements, except for the garage access lane which shall be used for the benefit of each owner of a limited element parking space. Such easements shall run in favor of and be for the benefit of the Unit Owners and Occupants and their Invitees.

(d) There is hereby granted and reserved to each Unit a non-exclusive easement for structural support over every other Unit in the Building in which the Unit is located, the Common Elements and the Limited Elements, and each Unit and the Common Elements shall be subject to a non-exclusive easement for structural support in favor of every other Unit in the Building in which the Unit is located, the Common Elements and the Limited Elements.

(e) Each Unit shall be subject to an easement in favor of the Association and the agents, employees and contractors of the Association for the purpose of performing such pest control activities as the Association may deem necessary to control or prevent the infestation of the Condominium by insects, rodents or other pests or to eradicate insects, rodents or other pests from the Condominium.

(f) The Common and Limited Elements shall be subject to the following easements in favor of the Association and the Units benefited.

(i) For the repair, maintenance, installation, use, removal or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations, pipes, ducts, heating, ventilation, and air conditioning systems, electrical, telephone and other telecommunication, or security wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements or which encroach into a part of a Common Element; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building.

(ii) For driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the stone, block, brick, concrete or other masonry walls bounding the Unit and the Unit side surface of the studs which support the dry wall or

plaster perimeter walls bounding the Unit, such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided that any such action will not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building.

(iii) For any approved penetration through any below grade exterior wall, the Unit Owner and/ or Tenant shall take full and complete precautions not to damage or impair the Building's structural integrity or exterior waterproofing membrane. Care shall be given to following the manufacturer's installation recommendations covering the Building's exterior waterproofing system. The Owner undertaking such building modifications shall be exclusively responsible for maintaining the building's waterproof system and repair of any damage caused by their buildings modifications or improvements at their own cost and expense.

(iv) For inspection of the Units and Limited Elements in order to verify the Unit Owners obligation and performance to maintain, repair, replace and restore those portions of the Limited Elements for which they are responsible;

(v) Notwithstanding any other provision of this Declaration to the contrary, no Owner, Lessee or Occupant or any other Person (except for the Association) shall penetrate, alter, or damage any part of the Common Elements, including but not limited to, the perimeter walls of the Units, without the prior written approval of the installation by the Board of Directors.

(g) To the extent that any Unit or Common Element encroaches on any other Unit or Common Element as a result of original construction, reconstruction, shifting, settlement or movement of any improvements or alteration, or restoration authorized by this Declaration or any reason other than an encroachment created by the intentional conduct of gross negligence of a Unit Owner, a valid easement for the encroachment, and for the maintenance thereof, is hereby granted and created.

(h) On behalf of all owners, the Association may create and dedicate easements over the exterior Common Elements: (a) for the benefit of all service providers for the installation, repair, replacement and maintenance of sanitary sewers, water, electric, gas, telephone data, telecommunications, and security lines and facilities, heating and air conditioning facilities, cable television or telephone, or satellite lines or cables, and drainage facilities, and for ingress to and egress from the Condominium in connection therewith, and (b) for ingress to and egress from the Condominium for the benefit of all municipal, state and federal vehicles, including, without limitation, all emergency and service type vehicles as may be required from time to time to service the Condominium and the Owners, Lessees and Occupants including, without limitation, for U.S. Mail distribution and collection and private or municipal refuse collection, without the joiner or consent of any First Mortgagee or other Person.

11. USE AND OCCUPANCY RESTRICTIONS. All Units shall be used and occupied exclusively for office uses permitted under the City zoning ordinances. In no event may any business activity within a Unit constitute a nuisance or a hazardous or offensive use or threaten the security or safety of the Owners or Occupants of their Invitees, as may be determined from time to time in the exercise of the reasonable discretion of the Board of Directors, such as any use resulting in noxious odors or excessive noise. No Owner may store, transport or maintain "hazardous substances" in a Unit as that term is commonly defined under applicable federal and state laws governing hazardous materials except for small amounts of chemicals necessary for ordinary and prudent operation of the business. Each

Owner shall be solely and exclusively responsible for obtaining any permits or licenses required to conduct business from the Unit.

(a) No roof penetration for fans, chimneys, antenna, or other devices for the transmission or reception of television, microwave, cellular telephone, radio signals, data transmissions or electromagnetic radiation shall be installed, used or maintained on any portion of the Condominium whether attached to the Building or otherwise without the prior specifically expressed written approval of the Board of Directors.

(b) Any owner, Lessee or Occupant may make nonstructural additions, alterations and improvement within his Unit without the prior written approval of the Board of Directors, but the Owner of the Unit shall be responsible for any damage to other Units and to the Common Elements which results from any such alterations, additions or improvements. Each Unit Owner undertaking such improvements, modifications or renovations to their individual unit shall be responsible for the actions of any contractor, subcontractor, and individual tradesman retained by the Owner and shall take all reasonable precautions to protect the rights of business operations of the other Tenants/Owner occupants of the building. They shall be required to have full and complete adequate insurance coverage to protect the building and the tenants, and shall be responsible to repair any damage caused to the building or common areas. The building and/or common areas shall be restored fully to its original condition and finishes with the same quality of building materials as originally installed within the building. All repairs or such damage shall be at the exclusive cost/expense of the tenant/Owner occupant. No Owner, Lessee or Occupant shall make any structural additions, alterations or improvements within a Unit, unless prior to the commencement of each addition, alteration or improvement, the Owner, Lessee or Occupant receives the prior written approval of the Developer, until such time as the leasehold improvements are initially completed, after which the Board of Directors and a licensed architect or engineer, registered in the State of Nebraska, certifies that such addition, alteration or improvement will not impair the structural integrity or the mechanical and other key building systems of the Building or lessen the support of any portion of the Condominium. Except for the developer, no addition, alteration or improvement within a Unit, whether structural or not, which would be visible from the exterior of a Building shall be made without the prior written approval of the Board of Directors, which approval shall only be granted if the Board of Directors affirmatively finds that the proposed addition, alteration or improvement is aesthetically pleasing and in harmony with the surrounding improvements. No Owner shall make any addition, alteration or improvement to the Common Elements without the prior written approval of the Board of Directors. Except as expressly permitted by this Section 11(b) no wall, partition, fixture or other improvement situated within a Unit shall be constructed, installed or modified without the prior written approval of the Board of Directors.

(c) No Owner, Lessee or Occupant shall overload the electric wiring in the Building, or operate machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board of Directors, an unreasonable disturbance to others or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior consent of the Board of Directors, acting in accord with the direction of the Board of Directors. No Owner, Lessee or Occupant shall overload the floors or any Unit. Furnishings which may cause floor overload or vibration shall not be placed, kept or used in any Unit, except with advance written approval of the Board of Directors.

(d) The Board of Directors may condition the approval of any proposed additions, alterations or improvement to a Unit or the Common Elements in any manner, including, without limitation: (i) retaining approval rights of the contractor to perform the work; (ii) restricting the time during which such work may be performed; (iii) requiring the placement of a security

deposit in an amount determined by the Board of Directors in an account controlled by the Board of Directors; (iv) requiring the provision to the Board of Directors of architectural and engineering plans and specifications prepared and sealed by a professional engineer or architect licensed by the State of Nebraska; and (v) requiring that the Owner requesting the change obtain, prior to commencing any work, and maintain until completion of such work, comprehensive general liability and workman's compensation insurance in such amounts as may be required by the Board of Directors. The Owner shall be obligated to designate Declarant, the Association, the Board of Directors and any other person designated by the Board of Directors as additional insureds under the policies. The Owner shall be responsible for all costs incurred by the Board of Directors in connection with the Board of Director's review of proposed changes to the Owner's Unit, including, without limitation, all costs of architects, engineers and other professionals which may be retained by the Board of Directors to assist in their review. Any such costs not timely paid by the Unit Owner shall be deemed an Enforcement Assessment.

(e) The Owner and/or tenant shall not utilize any other Unit's space limited or common element without the expressed written consent of the Board of Directors and the individual unit owner occupant. Leasehold improvements for units above an occupied space shall be designed to preclude and eliminate any penetrations through the floor into the ceiling space of the occupied unit. Waste and vent lines are provided at select interior columns to accommodate waste drainage.

(f) The owner shall submit his plans, including the mechanical and electrical system designs, for build-out to the Board for review. The Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association and approval shall not be reasonable withheld. Neither Declarant, the Association nor any of the officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other Person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval of any plans or submissions. Without limiting the generality of the forgoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. The Association shall have the right to stop any work that is not in compliance with the terms contained in this Section 11 or any rules of the Association governing additions, alterations or improvements to the Units or the Common Elements. Further, each Owner agrees to indemnify and hold Declarant, the Association and their respective directors, officers, agents, and employees harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever, arising out of any review, approval or disapproval by the Board of Directors of plans submitted by the Owner or any Lessee or Occupant of the Owner's Unit.

(g) All signs (including but not limited to "For Sale" or "For Rent") of any type visible from the outside of the building must be submitted to the Developer for approval, until such time as all office space is sold, after which time all submittals shall be submitted to the Executive Board for written approval. Exterior signs shall conform to the following:

(i) Exterior Building Signs

(1) Sign location for exterior building signs for the first and second floor Unit owners shall be located on the brick panels separating the second and

third floor glass surfaces on the east, south and west exposures and bordering the applicants Unit. Sign location for the first floor shall be on the brick panels above the first floor windows. Only Units having a gross area of 3,750 square feet or more, excluding the garage Limited Elements parking stalls, shall qualify for a sign location on the face of the building.

(2) Exterior building Signage Material: Sign letters shall be cast brass having a maximum height of no greater than eighteen (18) inches. Any logos shall be sized in proportion to the space available. Total coverage for each sign panel between the columns shall not exceed a maximum of thirty percent (30%) of the brick panels, including space between the letters.

(ii) Monument Sign

(1) Monument signage usage and availability will be based on the Unit Owners' percentage (%) of building ownership. All Unit owners shall be authorized a minimum of one line of the sign.

(2) Letters shall be consistent in color and a maximum of three (3) inches in height.

(iii) Submission Process

(1) To request approval for a sign, the applicant shall submit a sketch delineating the design of the sign in its proposed location for approval.

(2) All signage and graphics of the individual unit owner shall be at the full cost and expense of the individual unit owner.

(3) Upon the sale of a Unit it shall be the responsibility of the selling Unit owner to remove all signage and restore the surface to the original condition, at its expense.

(h) No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar items, shall be installed or placed upon the outside or inside of any windows or a Unit without the prior written approval of the Board of Directors. No enclosures, drapes, blinds, shades, screens or other items affecting the exterior appearance of a Unit shall be constructed or installed without the prior written consent of the Developer or the Board of Directors after all Units have been sold. Except for tinting which was part of the original construction of the Building, window tinting is prohibited. Where window blinds are used for the exterior windows, they shall have 1" slats and shall be bronze in color.

12. MAINTENANCE AND REPAIR OF COMMON ELEMENTS AND UNITS. The Association shall maintain all Common Elements and Limited Elements.

(a) Maintenance, repair and/or replacement of the Common elements shall be the responsibility of the Association. The expenses associated with the Common Elements shall be assessed against each Unit Owner in proportion to its respective percentage of the total basic value of the entire Condominium regime as set forth in the Declaration

(b) Maintenance, repair and/or replacement of the Limited Elements shall be the responsibility of the Association. The expenses associated with the Limited Elements shall be assessed equally against each Unit(s) to which such Limited Element has been allocated pursuant to the Declaration. Each Unit Owner shall be solely responsible for the maintenance and repair of its own leasehold, build out and personal use items.

(c) The Board of Directors shall be the sole judge as to the appropriate maintenance, repair and replacement of all Limited and Common Elements which shall be maintained in good condition and repair at all times. No Owner, Lessee, Occupant or other Person shall construct or install any improvements on the Limited and Common Elements or alter, modify, or remove any Limited and Common Elements without the prior written approval of the Board of Directors. No Owner, Lessee, Occupant or other Person shall obstruct or interfere with the Association in the performance of the Association's maintenance, repair and replacement of the Limited and Common Elements or any components of the Units which the Association is obligated to maintain, repair or replace.

(i) If an Owner fails to maintain in good condition and repair his Unit or any Limited Element which he is obligated to maintain under this Declaration and the required maintenance, repair or replacement is not performed within fifteen (15) days after written notice has been given to the Owner by the Association, the Association shall have the right, but not the obligation, to perform the required maintenance, repair or replacement. The cost of any such maintenance, repair or replacement shall be assessed against the non-performing Owner.

(ii) Unit Owner shall maintain, repair and replace any sign which has been approved by the Board and has been constructed or installed by the Owner on the exterior of the Building or elsewhere on the Common Elements.

(iii) Each owner shall be liable to the Association for any damage to the Limited or Common Elements or the Improvements, landscaping or equipment thereon which results from the negligence or will misconduct of the Owner or of the Owner's Lessees, Occupants or Invitees. The cost to the Association of any such repair, maintenance or replacements required by such act of an Owner or of the Owner's Lessees, Occupants or Invitees shall be assessed against the Owner.

(iv) The Building is equipped with a fire sprinkler system and a fire alarm system. The heads of the sprinkler system will intrude into the Units. All pipes, heads and other parts of the sprinkler system (whether located within or outside of a Unit) and all control panels, wiring and other components of the fire alarm system (whether located within or outside of a Unit) shall be part of the Common Elements and shall be maintained, repaired and replaced by the Association. If an Owner, Lessee or Occupant or their Invitees causes the sprinkler system or the fire alarm system to be activated (except in the case of a fire) or damages or destroys any part of the sprinkler system or the fire alarm system, the Owner of the Unit shall be responsible for the cost of any repairs to the sprinkler system or the fire alarm system made by the Association and for all other losses or damages resulting from such actions.

(v) Leasehold and build-out costs for the Unit are the exclusive responsibility of the individual Unit Owner, including modifications which may be required for the sprinkler system, HVAC, plumbing and electrical systems which are generally located in the Common Element space.

13. GENERAL PROVISIONS.

(a) The Association may enforce the Condominium Documents in any manner provided for in the Condominium documents or by law or in equity, including but not limited to:

(i) Imposing reasonable monetary penalties after notice and an opportunity to be heard is given to the Unit Owner or other violator. A Unit Owner shall be responsible for payment of any fine levied or imposed against a Lessee or Occupant of the Owner's Unit or by an Invitee of the Unit Owner or any Lessee or Occupant;

(ii) Requiring a Unit Owner, at the Unit Owner's expense, to remove any improvement installed or constructed in such Owner's Unit or in any Limited Element allocated to the Owner's Unit in violation of this Declaration and to restore the Unit or the Limited Element to its previous condition and, upon failure of the Unit Owner to do so, the Board of Directors or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(iii) Without liability to any person, prohibiting any contractor, subcontractor, agent, employee or other invitee or a Unit Owner who fails to comply with the terms and provisions of the Condominium Documents from continuing or performing any further activities of the Condominium;

(iv) Towing vehicles which are parked in violation of this Declaration or Condominium Rules;

(v) Filing a suit at law or in equity to enjoin a violation of the Condominium Documents, to compel compliance with the Condominium Documents, to recover monetary penalties or money damages or to obtain such other relief as to which the Association may be entitled;

All rights and remedies of the Association under the Condominium Documents or at law or in equity are cumulative, and the exercise of right or remedy shall not waive the Association's right to exercise another right or remedy. The failure of the Association or an Owner to take enforcement action with respect to a violation of the Condominium Documents shall not constitute or be deemed a waiver of the right of the Association or any Owner to enforce the Condominium Documents in the future. If any lawsuit is filed by the Association or any Owner to enforce the provisions of the Condominium Documents or in any other manner arising out of the Condominium Documents or the operations of the Association, the prevailing party in such action shall be entitled to recover from the other party any cost or fees incurred by the prevailing party in the action in accordance with the Nebraska State Laws and/or Judicial rulings.

(b) Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

(c) The termination of membership in the Association shall not relieve or release any such former Owner or Member from an liability or obligation incurred under, or in any way connected with, the Association during the period of such ownership or membership, or impair any rights or remedies which the Association may have against such former Owner or

Member arising out of, or in any way connected with such ownership or membership and the covenants and obligations incident thereto.

(d) In the event of any discrepancies, inconsistencies or conflicts between the provisions of this Declaration and the Articles, Bylaws or the Association Rules, the provisions of this Declaration shall prevail.

(e) In the case of joint ownership of a Unit, the liabilities and obligations of each of the joint Unit Owners set forth in, or imposed by, the Condominium Documents shall be joint and several.

(f) Each Unit Owner shall be responsible for compliance by his Lessees, Occupants and Invitees with the provisions of the Condominium Documents. A Unit Owners' failure to insure compliance by such Persons shall be grounds for the same action available to the Association or any other Unit Owner by reason of such Unit Owner's own noncompliance.

(g) This condominium regime may be terminated or waived by written agreement of Unit owners representing three-fourths (3/4) or more of the total basic value of the condominium 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 co-owners representing three-fourths (3/4) of the total basic value of the condominium agree in writing to sell or otherwise dispose of the condominium 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 Board of Directors of the Association. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition.

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

(a) To an owner at his last known address on the books of the Association;

(b) To the Condominium or the Association at registered office of the Association.

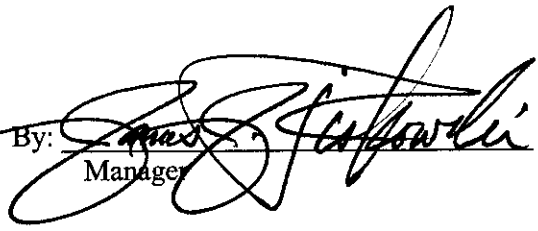
(i) The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all other provisions of this Master Deed shall continue in full force and effect as if such invalid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

(j) 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 Master Deed nor the intent of any provision hereof.

EXECUTED the date first above written.

WESTFIELD OFFICE BUILDING II, LLC

Attest: 

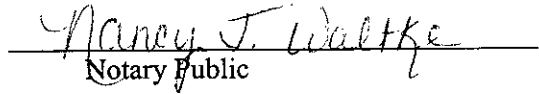
By: 
Manager

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 James J. Riskowski, to me personally known to be the Manager of the Westfield Office Building II, LLC and the identical person whose name is affixed to the foregoing Master Deed, and acknowledged the execution thereof to be his voluntary act and deed as such Manager and the voluntary act and deed of the said Limited Liability Company.

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

Seal


Notary Public

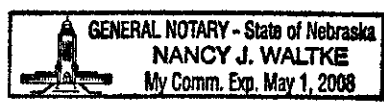


EXHIBIT "A"

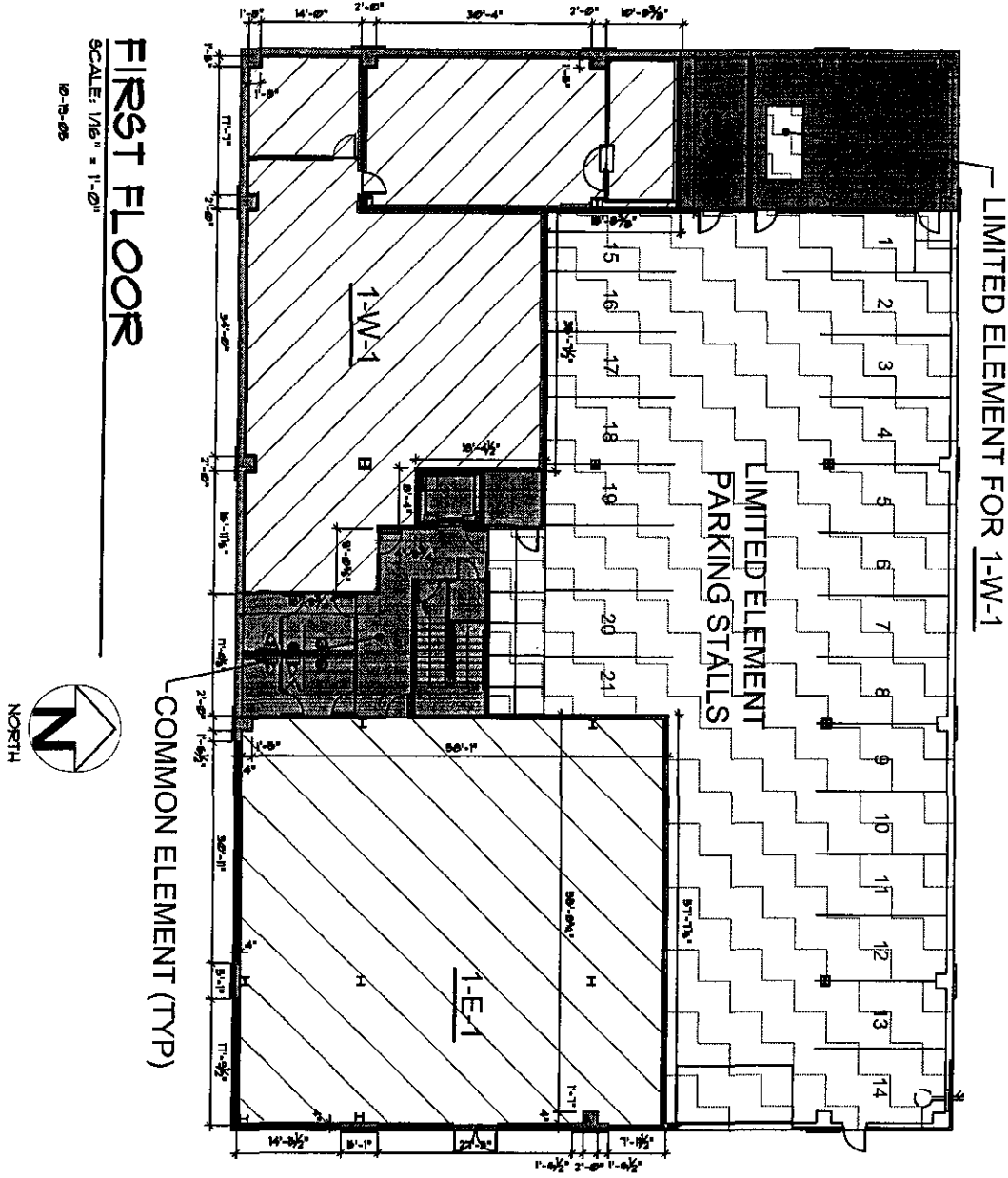
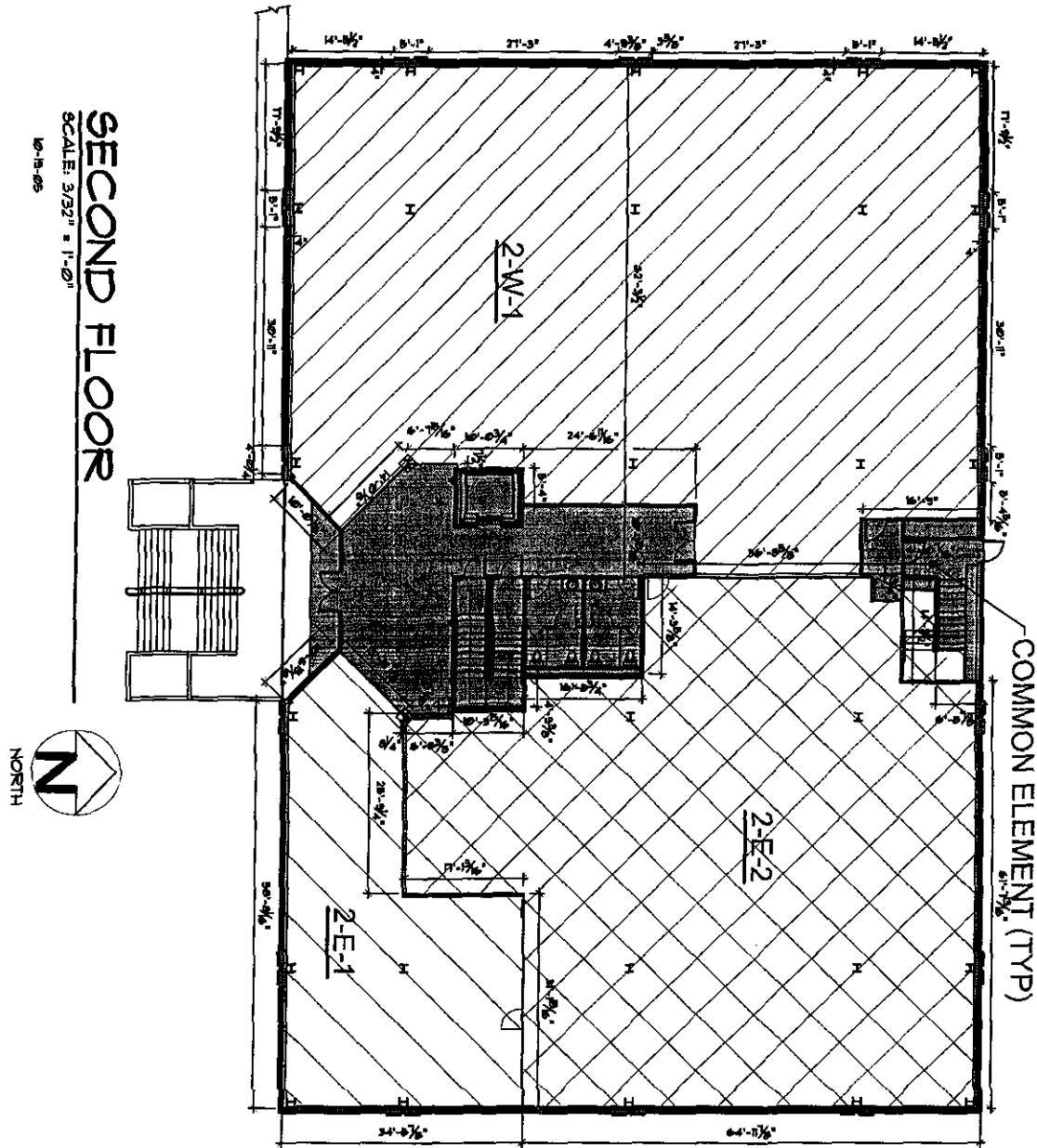


EXHIBIT "A"						
UNIT NUMBER	BASE AREA S.F.	LIMITED ELEMENT		GROSS AREA S.F.	PER CENT OF BUILDING	KEY
		NUMBER OF PARKING STALLS	SPACE IN MECHANICAL ROOM (S.F.)			
1-W-1	3,127	0	50	3565	0.13%	
1-E-1	3,395	2	0	3982	10.34%	
COMMON ELEMENTS						
LIMITED COMMON						

*INCLUDES PRORATA SHARE OF COMMON ELEMENTS

BUILDING STATISTICS		
AREA	BASE AREA S.F.	TOTAL BUILDING GROSS AREA
1st FLOOR	1,521	15,000
2nd FLOOR	1,993	14,885
3rd FLOOR	1,756	14,636
TOTAL	5,676	44,821

EXHIBIT "A"



SECOND FLOOR
SCALE: 3/32" = 1'-0"
10-18-05



EXHIBIT "A"						
UNIT NUMBER	BASE AREA SF.	LIMITED ELEMENT		GROSS AREA SF.	PER CENT OF BUILDING	KEY
		NUMBER OF PARKING STALLS	SPACE IN MECHANICAL ROOM (SF)			
2-W-1	6,176	4	0	7,260	19.1%	
2-E-1	1,606	1	0	1,896	4.94%	
2-E-2	5,104	3	0	5,986	15.94%	
COMMON ELEMENTS						

*INCLUDES PRORATA SHARE OF COMMON ELEMENTS

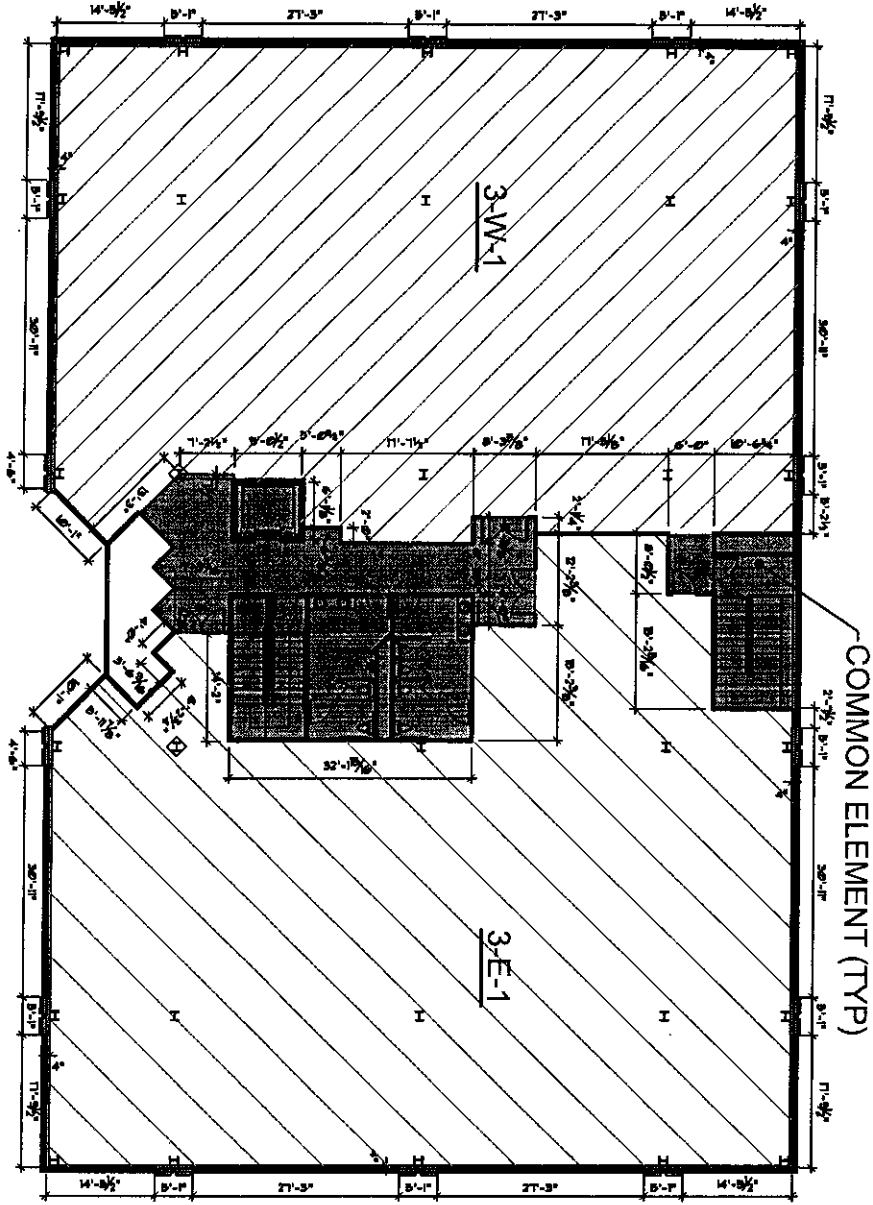
BUILDING STATISTICS		
AREA	BASE AREA SF.	TOTAL BUILDING GROSS AREA
1st FLOOR	1,921	15,000
2nd FLOOR	1,999	14,885
3rd FLOOR	1,756	14,636
TOTAL	5,676	44,521



WESTFIELD II OFFICE BUILDING
SIGNA DEVELOPMENT

(Project Number)
1800103-00

EXHIBIT "A"



THIRD FLOOR

SCALE: 1/8" = 1'-0"
10-15-05



EXHIBIT "A"						
UNIT NUMBER	BASE AREA S.F.	LIMITED ELEMENT		GROSS AREA S.F.	PER CENT OF BUILDING	KEY
		NUMBER OF PARKING STALLS	SPACE IN MECHANICAL ROOM (S.F.)			
3-W-1	6,237	7	0	7,467	21.66%	
3-E-1	6,643	4	0	7,735	20.23%	
COMMON ELEMENTS						

*INCLUDES PRORATA SHARE OF COMMON ELEMENTS

BUILDING STATISTICS		
AREA	BASE AREA S.F.	TOTAL BUILDING GROSS AREA
1st FLOOR	1,321	15,000
2nd FLOOR	1,999	14,885
3rd FLOOR	1,736	14,636
TOTAL	5,616	44,521



WESTFIELD II OFFICE BUILDING
SIGNA DEVELOPMENT

(Project Number)
1800103-00

EXHIBIT "B"

**Schedule of Shareholders
Westfield Office Building II
Condominium Association**

Member	Unit Number	Limited Elements		Gross Area *	Percentage Interest
		Number of Parking Stalls	Utility Area Space		
Westfield II LLC	1-W-1	0	50	3568	8.13
↓	1-E-1	2	-	3982	10.34
	2-W-1	4	-	7260	19.10
	2-E-1	1	-	1886	4.93
	2-E-2	3	-	5986	15.54
	3-W-1	7	-	7467	21.66
	3-E-1	4	-	7795	20.30
Totals		21	50	37944	100.00

* Includes Prorata Share of Common Elements

EXHIBIT "C"

**BYLAWS OF
WESTFIELD OFFICE BUILDING II CONDOMINIUM ASSOCIATION**

ARTICLE 1

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 Westfield Office Building II Condominium Association.

Section 3 **Applicability.** These Bylaws (a) provide for the governance of the Westfield Office Building II Condominium Property Regime and Westfield Office Building II Condominium Association (collectively "Condominium"). The Land subject to the Condominium is (i) located within the City of Omaha, Douglas County, Nebraska and (ii) is more particularly described in Article 2, Section 6. These 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") shall be located in the 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 Westfield Office Building II Condominium Association, its successors and assigns.

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

Section 3 "Common Elements" mean all parts of the Condominium Property not designated as Units or as Limited Elements, all as set forth and shown on the Declaration.

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

Section 5 "Limited 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 Elements are identified in the Declaration.

Section 6 "Declaration" shall mean and refer to the "Master Deed and Declaration" applicable to the Properties, as recorded in the office of the Register of Deeds of Douglas County, Nebraska, including all amendments from time to time made thereto.

Section 7 "Land" shall be defined and described as Lot 4, Westroads Replat 4, an Addition to the City of Omaha, Douglas County, Nebraska.

Section 8 Section 8 "Property" shall mean and refer to the Building, Improvements and Land.

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

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

Section 11: "Majority" shall mean more than half.

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 after completion of the warranty period (prior to which will be the responsibility of the Developers) 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 shall 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 or at such a time to be approved by the members. 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. The annual budget meeting of the Association shall be held in the month of November 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 Meetings. 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, 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 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 the Unit Owners representing a majority of the total basic value of the total 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 votes equaling the percentage interest assigned to such Unit in Exhibit "B" of the Declaration creating the condominium regime. A majority vote is required to adopt decisions at any annual or special meeting of the Association.

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 two-thirds (2/3) of the 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.

Section 15. 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 4

EXECUTIVE BOARD

Section 1. Appointment of Directors; Terms of Office. Beginning when the building warranty period ends, the business and affairs of the Association shall be managed by An Executive Board consisting of five (5) members, prior to that time; the association will be under control of the Developer. Each member must be a Unit Owner or fulltime 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 director 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, subject to Section 1, 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 not apply to the election of Board members.

Each Unit Owner holding 15% or more should be entitled to a seat on the board. Remaining openings on the board should be elected in accordance with Section 10 of Article 3.

Section 3. Removal. The Unit Owners, by a two-thirds vote of all Unit Owners entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Executive Board.

Section 4. Vacancies. Vacancies on the Board shall 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 or 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 6), 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 from the 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) the Unit Owners, 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 Elements.
- (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 compensation to be established by the Board. The Managing Agent shall perform such duties and services as the Board shall direct, including management of the property

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 shall be held at such time and place as 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 except where otherwise indicated in these Bylaws, 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 two-thirds (2/3) 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 approval 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 Unit Owners 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 adjusted for actual utility cost increases, will continue until a new budget is adopted. 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 \$25,000, unless and until such proposal is approved in writing by Unit Owners representing at least two-thirds (2/3) of the total basic value 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 shall 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 Limited and Common Elements. Are delineated in the Master Deed and Declaration.

Section 2 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 share of the total annual budget based upon the percentage of such Unit's basic value as set forth in the Master Deed establishing the condominium. If any member shall fail or refuse to make any payment of an assessment or fine imposed against the Unit Owner, when due, the amount thereof shall constitute a lien on the interest of the member in his Unit and the Directors 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. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessments becomes due. Assessments delinquent more than ten (10) days after the due date shall bear interest at the rate of eighteen percent (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 area expenses the Developer will be responsible for any deficiency. The Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of the Common Elements, including fixtures and personal property related thereto, or for any other lawful Association purpose, provided that any Special Assessment (other than a Special Assessment levied as a result of the damage or destruction of all or part of the Common Elements) shall have first been approved by Owners representing two-thirds (2/3) of the votes in the Association who are voting in person or by proxy at a meeting duly called for such purpose. Unless otherwise specified by the Board of Directors, Special Assessment shall be due thirty (30) days after they are levied by the Association and notice of the Special Assessment is given to the Owners. The Association may use the funds and property collected and received by the Association (including, but not limited to, all Assessments, fees, loan proceeds, surplus

funds and all funds and property received from any other source) for the purpose of: (a) discharging and performing the Association's duties and obligations under the Condominium Instruments or applicable law; (b) exercising the rights and powers granted to the Association by the Condominium Instruments or applicable law; (c) providing or promoting activities and services the Board of Directors deems appropriate, necessary or desirable to foster or promote the common good and general welfare of the Condominium and the Owners, Lessees and Occupants; (d) contracting for services (including, without limitation, trash collection or cable television) to be provided to Owners, Lessees and Occupants; and (e) taking such other action as the Board of Directors deems necessary, appropriate or desirable for the management and administration of the Association or the benefit of the Association or the Condominium.

Section 3 Distribution of Surplus Funds. Any surplus funds of the Association remaining after payment of, or provision for, Common Expenses and any reserve must be credited to the Unit Owners in proportion to their Common Expense liabilities to reduce their future Common Expense assessments.

Section 4 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. Commencing not later than the date of the first conveyance of a Unit to a Purchaser, the Association shall maintain to the extent reasonably available, insurance coverage for the condominium property, the insurance policy shall cover the entire condominium property, but shall exclude the Unit Owners furnishings and personal property located in the condominium Owners Unit and any Limited Element included in the Owner's property. The policy shall be purchased by and in the name of the Association for the benefit of the Association and the Unit co-owners as their interests may appear. Provision shall be made for the issuance of certificates of insurance to holders of first mortgages upon individual Units. The insurance shall cover the replacement cost of the building and all personal property included in the Common Elements and Limited Elements with a policy amount not less than the replacement cost of the structure and its betterments and improvements (excluding foundation, walks, drives and excavation costs) as determined annually by the Association. However, the Personal Property of the Limited Elements shall be included in the Unit Owners Policy. Co-insurance clauses will be permitted. Such coverage shall afford protection against loss by fire and extended coverage hazards. In addition, broad form comprehensive general liability insurance, for a limit to be determined by the Board, shall cover 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. Such policy shall include a cross liability clause to cover liabilities of the Owners as a group to an Owner; medical payments insurance and contingent liability coverage arising out of the use of hired and nonowned automobiles; coverage for any legal liability that results from lawsuits related to employment contracts in which the Association is a party and a waiver of the contractual liability exclusion for personal injury and such other insurance as the Association may deem advisable from time to time. It shall be the responsibility of each condominium unit owner to provide the Association with the value, for insurable purposes, of the leasehold or "build-out" value of the property within the walls that define that individual condominium Unit and any Limited Elements (exclusive of personal property) 60 days prior to the anniversary date of the policy to permit the Association to establish the total policy value. The insurance premiums shall be deemed common element expense, with the portion of the premium that relates to the value of the leasehold property of each Unit allocated and billed to the owner of that Unit. The Board of Directors may select deductibles applicable to the insurance coverage to be maintained by the Association pursuant to this Section to reduce the premiums payable for such insurance. The deductible, if any, on any insurance policy obtained by the Association shall be a Common Expense, but the Association may assess to a Unit Owner any deductible amount necessitated by the negligence, misuse or neglect for which such Unit Owner is responsible. The Board of Directors shall determine annually whether the amounts and types of insurance the Association has obtained provide adequate coverage in light of increased construction costs, inflation, practice in the area in which the Condominium is located, any other factor which tends to indicate that either additional insurance policies or increased coverage under existing policies are necessary or desirable to protect the interests of the Owners and of the Association.

ARTICLE 9

DESTRUCTION OF IMPROVEMENTS

Section 1 Destruction of Improvements. Any portion of the Condominium for which insurance is maintained by the Association which is damaged or destroyed shall be repaired or replaced promptly by the Association unless: (a) the Condominium is terminated; (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (c) eighty percent (80%) of the Unit Owners, including every Owner of a Unit or allocated Limited Elements which will not be rebuilt, vote not to rebuild. If eighty percent (80%) of the Unit Owners (including every Owner of a Unit or an allocated Limited Element which will not be rebuilt) vote not to rebuild, and the Condominium is not terminated in accordance with the Condominium Act, the insurance proceeds shall be distributed in proportion to their interests in the Common Elements to the Owners of those Units and the Owners to which those Limited Elements were allocated, or to lienholders as their interests may appear. The portion of the insurance proceeds charged to each specific condominium, shall be credited to the Owner's of such specific condominium property or lien holders as their interests may appear in proportion to Common Element interests of all the Units. If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests in the Common Elements and in the Common Expenses shall be automatically reallocated as if the Unit had been condemned and the Association shall prepare, execute and record an amendment to this Declaration reflecting the reallocation.

- (a) Distribution of Insurance Proceeds in the Event of Termination of the Condominium, notwithstanding any provision of this Section to the contrary, the distribution of insurance proceeds resulting from the damage or destruction of all or any part of the Common Elements and the

termination of the Condominium shall be distributed in accordance with each Members insured interest and as provided in the Condominium Act in the event of a termination of the Condominium.

- (b) Negotiations with Insurer shall be the responsibility of the Association which shall have full authority to negotiate in good faith with representatives of the insurer of any totally or partially destroyed building or any other portion of the Common Elements and to make settlements with the insurer for less than full insurance coverage on the damage to such building or any other portion of the Common Elements. Any settlement made by the Association in good faith shall be binding upon all Owners and First Mortgagees. Insurance proceeds for any damage or destruction of any part of the Condominium covered by property insurance maintained by the Association shall be paid to the Association and not to any First Mortgagee or other lienholder. The Association shall hold any proceeds in trust for the Unit Owners and lienholders as their interests may appear. Except as otherwise provided here in, all insurance proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged or destroyed Common Elements have been completely repaired or restored or the Condominium is terminated.
- (c) Installation of Improvements to, and repair of any damage to, the interior of a Unit not covered by property insurance maintained by the Association shall be made by and at the individual expense of the Owner of that Unit and shall be completed as promptly as practicable and in a lawful and workmanlike manner.

ARTICLE 10

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 provision 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.

EXECUTED THIS 26th day of October ~~October~~ 2005.

WESTFIELD OFFICE BUILDING II CONDOMINIUM ASSOCIATION

By: *James J. Riskowski*
President

ATTEST:

[Blacked out signature]
Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 26th day of October, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James J. Riskowski President and James P. Roubal Secretary to me known to be the President and Secretary, respectively, of Westfield Office Building II Condominium Association, who executed the within instrument and acknowledged that they executed the same as their voluntary act and deed.

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



Nancy J. Waltke
Notary Public

Seal