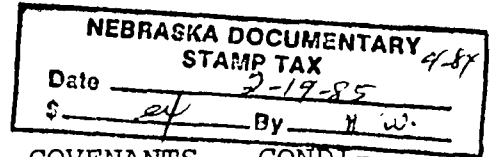


MASTER DEED



THIS MASTER DEED AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE EMPIRE PARK CONDOMINIUM OFFICES REGIME NO. 2 (hereinafter referred to as the "Master Deed") is made this 11th day of FEBRUARY, 1985 by JIMKO CONSTRUCTION, INC., a Nebraska corporation (hereinafter referred to as the "Declarant"), for itself, its successors, grantees and assigns.

W I T N E S S E T H :SECTION 1.
DECLARATIONS

A. Declaration of Condominium Regime. Declarant declares that from and after the date set forth above, the property described in SECTION 3, all of which is located in Douglas County, Nebraska, and all present and future improvements and fixtures of every kind constructed, attached or placed thereon (hereinafter referred to as the "Property") shall be submitted to a condominium regime as provided by Section 76-825 through 76-894 of the Revised Statutes of Nebraska, 1943 (1984 Cumulative Supplement), herein referred to as the "Nebraska Condominium Act".

B. Declaration of Covenants, Etc. Declarant further declares that the Property and each Unit (as defined in SECTION 4) shall be held, leased, transferred, sold, conveyed, encumbered and occupied subject to the covenants, conditions and restrictions contained herein which shall be deemed to run with the land and shall bind all Unit Owners, tenants and other persons or entities (as such terms and phrases are defined in SECTION 4) claiming any interest in any Unit and their agents, employees, servants, invitees, licensees, heirs, successors, and assigns, including all persons or entities holding any lien upon any Unit or acquiring any interest in any Unit through foreclosure or the enforcement of any lien.

SECTION 2.
NAME OF CONDOMINIUM REGIME

The name of the condominium regime established by this Master Deed shall be:

EMPIRE PARK CONDOMINIUM OFFICES REGIME NO. 2

Said condominium property regime shall hereinafter be referred to as the "Condominium Regime".

SECTION 3.
DESCRIPTION OF PROPERTY

The Property which is submitted to the Condominium Regime is described as follows:

Lot Thirty-two (32), Empire Park, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

SECTION 4.
DEFINITION OF TERMS

The following definitions shall apply to the terms and phrases used in this Master Deed and in the Plans and By-Laws described below:

A. Unit. The term "Unit" shall mean an enclosed space occupying part of the building located or to be located on the Property, designed for office and professional use, with a direct entrance and exit or an entrance and exit to a limited common space; but shall not include structural walls, common walls between Units, or roofs, but shall include the interior walls inside of an Unit, and the inside surface of all wood doors, screens and exterior door surfaces thereof. The term Unit shall also mean that undivided interest in the general common elements and limited common elements as set forth herein and in the Nebraska Condominium Act which are appurtenant thereto.

B. Unit Owner. The term "Unit Owner" shall mean a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, owning an interest in a Unit sufficient for membership in the Association described in SECTION 10. If more than one person or entity owns an interest in any Unit, then the term "Unit Owner" shall apply to each such person or entity jointly and severally unless otherwise expressly stated.

C. Majority of Unit Owners. The phrase "majority of Unit Owners" shall mean Unit Owners of Units representing more than fifty percent (50%) of the Basic Value and Votes of the Condominium Regime, in accordance with the percentages set forth in SECTION 9.

D. Tenant. The term "tenant" shall mean any person or entity having a leasehold in any Unit or claiming any other right of possession therein.

E. Person or Entity. The phrase "person or entity" shall mean an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, capable of holding or having any interest in real property.

F. Plans. The term "Plans" shall mean the plans attached hereto as Exhibit "A" and incorporated herein by this reference.

G. By-Laws. The term "By-Laws" shall mean the By-Laws attached hereto at Exhibit "B" and incorporated herein by this reference.

H. Section. The term "Section" shall refer to sections in this Master Deed unless otherwise specified.

I. Consensual Lien. The phrase "consensual lien" shall mean a mortgage, trust deed or other interest in a Unit which has

been voluntarily given by a Unit Owner to secure the future performance of any duty or obligation.

J. General and Limited Common Elements. The phrase "general common element" shall have the same meaning as "common element" in Section 76-827(4) of the Nebraska Condominium Act (but shall not include limited common elements) and "limited common element" shall have the same definition as outlined in Section 76-827(16) of the Nebraska Condominium Act.

K. Basic Value. The phrase "basic value" shall mean the basic value of each Unit as shown in SECTION 9.

L. Total Basic Value. The phrase "total basic value" shall mean the total basic value of the Condominium Regime as shown in SECTION 9.

SECTION 5. DESCRIPTION OF REGIME

The Condominium Regime shall consist of the Property, one building with two stories along the walk-out edge of the building, parking areas, walkways, driveways, gardens and landscaping. The building shall contain five (5) Units as well as general and limited common elements and shall have a total area of Eleven Thousand One Hundred Twenty-Seven (11,127) square feet. The total land area in the Condominium Regime shall be the square feet shown in Lot Thirty-two (32), Empire Park, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. The building and other improvements together with their area and location on the Property are more particularly described in the Plans which are attached hereto as Exhibit "A". Provided, however, as outlined herein, the Declarant, by amending this Master Deed, may divide the fifth Unit, Unit No. 5, into additional Units which may be sold separately or which may be sold with Unit Nos. 1, 2, 3 or 4.

SECTION 6. UNIT AND UNIT DIMENSIONS

Units in the Condominium Regime are specifically described and shown in relation to one another and the general and limited common elements in the Plans. Each Unit is measured horizontally to the interior of the interior walls and to the interior of the exterior walls. Each Unit is measured vertically from the top of the concrete slab constituting the floor of the Unit, to the inside of the ceiling surface facing into the Unit.

As provided in Section 76-839 of the Nebraska Condominium Act, the walls, floors, or ceilings are designated as boundaries of a Unit. Therefore, all lath, furring, wallboard, plasterboard, paneling, tiles, wallpaper, paint, finished flooring, and other materials constituting any part of the finished surfaces thereof are a part of the Unit.

SECTION 7.

GENERAL AND LIMITED COMMON ELEMENTS

A. General Common Elements. General common elements consist of the following whether presently existing or at any time hereafter placed, installed or constructed on the Property:

- (i) The land on which the Units stand, including all surrounding lands embraced within the legal description of the Property specified in SECTION 3;
- (ii) The foundations, footing, girders, supports, support columns, beams, roof and concrete floor;
- (iii) All exterior walls of the building, all dividing walls between Units;
- (iv) All areas, studs, fasteners, apparatus, wires, pipes, cables, public utility lines, plumbing and electrical hoses between walls, conduits and other improvements of every kind located between each Unit and any exterior building surface, and between the top of the roof surface and the back side of the ceiling tile, drywall or other ceiling surface facing into the Unit;
- (v) The yard areas, sidewalks, landscaping, parking areas and driving lanes, driveways, walkways, retaining walls, street returns and other areas of the Property and improvements which are not located in the interior of any Unit;
- (vi) All central or appurtenant installations for power, light, telephone, gas, hot and cold water, heat, refrigeration, air conditioning, television, mechanical rooms, and other mechanical equipment and mechanical equipment areas, and similar services including without limitation all pipes, wires, cables, ducts, lines and other conduits used in connection therewith and located within the general common elements to the point where they first enter the interior of the Unit;

- (vii) All tanks, pumps, motors, fans, compressors, controls, control equipment, and other mechanical devices or apparatus of every kind located within the general common elements to the point where they first enter the interior from the Unit;
- (viii) All sanitary and storm drainage pipes;
- (ix) All exterior water taps and power outlets; and
- (x) All other parts of the Condominium Regime and all apparatus and installations existing or hereafter to exist in the building, or on the Property for common use, or which are necessary or convenient to the existence, maintenance or safety of the Condominium Regime and all parts marked as general common elements as shown on Exhibit "A".

B. Use of General Common Elements. The general common elements shall be for the use and enjoyment of all Unit Owners. The ownership of the general common elements shall remain undivided, and no Unit Owner or other person shall have the right to partition or division of the general common elements of the Condominium Regime. Each Unit Owner, its tenants, and their respective agents, employees, servants, invitees, and licensees, may use the general common elements. The general common elements and easements set forth in this Master Deed may not be separated from the Units to which they appertain and shall be deemed to be conveyed, leased or encumbered with such Unit, even though such interest or easement are not expressly mentioned or described in the conveyance or other instrument, and even though they may not be expressly reserved.

C. Limited Common Elements. Limited common elements shall consist of the following, whether presently existing or at any time hereafter placed, installed or constructed on the Property: (i) screen, windows, exterior doors (including sliding glass doors, if any), and storm doors appertaining to each Unit; (ii) the hallway, restrooms, utility room, and the walls dividing the hallway, restrooms, and utility rooms from Unit No. 5 as shown on Exhibit "A" and as marked on said Exhibit; (iii) such other limited common elements as are specified in Section 76-825 to 76-894 of the Nebraska Condominium Act.

D. Use of Limited Common Elements. The limited common elements shall be for the exclusive use and enjoyment of those Unit Owners owning Units served by such limited common elements. Each Unit Owner of a Unit served by a limited common element, their tenants and their respective agents, employees, servants, invitees, licensees, may use such limited common elements in

accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of their Unit Owners. The limited common elements set forth in this Master Deed may not be separated from the Units to which they appertain and shall be deemed to be conveyed, leased or encumbered with such Unit, even though such interest or easements are not expressly mentioned or described in the conveyance or other instrument, and even though they may be expressly reserved.

SECTION 8.
REPAIR OF EXTERIOR APPURTENANT TO UNIT

Each Unit Owner shall be responsible for the repair, maintenance and replacement of all screens, windows, exterior doors (including glass sliding doors, if any), and storm doors which are appurtenant to said Unit Owner's Unit. If any Unit Owner fails to repair, paint, finish or replace any such item as necessary to keep such item in good condition, repair and appearance, the Association described in SECTION 10 may perform such work and invoice any Unit Owner of such Unit for the cost thereof. The cost of such work, plus interest thereon at the highest rate which may be charged individuals in the State of Nebraska at the time such work is performed, shall constitute a claim enforceable against the Unit Owner of such Unit, and shall constitute a lien upon such Unit enforceable in the manner set forth in SECTION 10.

SECTION 9
VALUES

The total basic value of the entire Condominium Regime is Eleven Thousand One Hundred Twenty-Seven and no/100 Dollars (\$11,127.00). The Unit number, the basic value of each Unit in the Condominium Regime, the percentage which each Unit shall share in the assessments for general common elements, the percentage of ownership in the general common elements, and the aggregate number of votes the Unit Owners of the Units are entitled to cast in matters brought before the Association are as follows:

<u>Unit Number</u>	<u>Basic Value</u>	<u>Percentage</u>	<u>Votes</u>
1	\$ 1,440	12.94%	1,294
2	1,428	12.83%	1,283
3	1,428	12.83%	1,283
4	1,440	12.94%	1,294
5	5,391	48.46%	4,846
	<u>\$11,127</u>	<u>100.00%</u>	<u>10,000</u>

SECTION 10.
OWNERS ASSOCIATION

A. Association. Declarant has caused the Empire Park Condominium Offices Association No. 2, Inc. (hereinafter referred to as the "Association"), to be incorporated as a non-profit corporation under the laws of the State of Nebraska. The purpose of the Association is to maintain and administer the Condominium

Regime and the general and limited common elements thereto, to enforce and administer the terms of this Master Deed and the By-Laws, to collect and disburse assessments, levies, charges and fees described herein or in the By-Laws, and to perform all other acts necessary or incidental thereto. Membership in the Association and members voting and other rights and obligations are as set forth herein and in the By-Laws, said By-Laws being attached hereto at Exhibit "B".

B. Rules and Regulations. The Association shall, from time to time, establish rules and regulations for the use of the general and limited common elements as provided in the By-Laws, and for all Unit Owners, their tenants and other claiming any interest in any Unit, and their respective agents, employees, servants, invitees, and licensees shall be bound thereby.

C. Assessments. The Association shall have the right to impose assessments in accordance with the By-Laws on each Unit and its Unit Owner for general common elements expenses and costs and limited common element expenses and costs, to include but not limited to, administration, management, repairs, reconstruction, remodeling, maintenance, and other expenses and costs of every type and kind incurred or anticipated by the Association. Assessments for general common element expenses and costs shall be made against each Unit and its Unit Owner (and if more than one Unit Owner, such assessments shall be made jointly and severally) in that proportion which the basic value of such Unit bears to the total basic value of the Condominium Regime as set forth in Section 9. Assessments for limited common elements shall be assessed against each Unit served by such limited common element in that proportion which such Unit's basic value bears to the total value of the basic values of all Units served by the same limited common element. Provided, however, with respect to the limited common elements benefiting Unit No. 5, i.e. the hallway, restrooms, utility room, and the walls dividing Unit No. 5 from the hallway, restrooms, and utility room, shall be assessed only to Unit No. 5. In the event that Unit No. 5 should be divided into additional Units at some later date, then, in such event, said limited common elements shall be assessed proportionately against the subdivided parts of Unit No. 5.

D. Alterations, Improvements and Repairs. The Association shall have the sole jurisdiction over and responsibility for making alterations, improvements, repairs and maintenance of general or limited common elements. Each Unit Owner shall be responsible to maintain, repair and replace at his expense all portions of his Unit which are not included in the definition of general or limited common elements; to refrain from painting, decorating or changing the appearance of any portion of the exterior of the building or other general or limited common elements; and to promptly report to the Association any defect or need for repair to the general or limited common elements or part thereof.

E. Assessment Lien on Units.

(1) The Association has a lien on a Unit for any assessment levied

against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due and a notice containing the dollar amount of such lien is recorded in the Office of Register of Deeds of Douglas County, Nebraska. The Association's lien may be foreclosed in a like manner as a mortgage on real estate but the Association shall give reasonable notice of its actions to all lien holders of the Unit whose interest would be affected. All fees, charges, late charges, fines and interests charged by the Board of Administrators pursuant to subdivisions (a)(10), (a)(11), and (a)(12) of Section 76-860 of the Nebraska Condominium Act are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment shall be a lien from the time the first installment thereof becomes due.

- (2) A lien under this Section is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the recordation of the Declaration (ii) a first mortgage or deed of trust on the Unit recorded before the date on which the assessments sought to be enforced became delinquent and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit. The lien under this Section is not subject to the homestead exemption pursuant to Section 40-101 of the Revised Statutes of Nebraska, 1943.
- (3) This Section does not prohibit actions or recover sums for which subsection (a) of this Section creates a lien or prohibit an Association from taking a deed in lieu of foreclosures.
- (4) The Association upon written request shall furnish to a Unit Owner a recordable statement setting forth the amount of the unpaid assessment against his or her Unit. The statement must be furnished within ten (10) days after receipt of the request and is binding on the Association, the Board of Administrators and every Unit Owner.

F. Personal Liability. Each Unit Owner (and if any Unit is owned in co-tenancy, each co-tenant, jointly and severally) shall be personally liable for the full amount of any and all

assessments made by the Association whether such assessments are regular assessments, or special assessments. If any such assessment remains unpaid ten (10) days after its due date, the Association may bring suit against the Unit Owner (or if the Unit is held in co-tenancy any one or more of the Unit Owners) for the recovery of such assessment. If the assessment is a monthly installment of an assessment, the default in payment of one installment shall, at the option of the Association, cause the remainder of all installments of such assessment to become immediately due and payable. The defaulting Unit Owner shall be liable for the unpaid assessment or assessments, plus interest thereon at the highest legal rate chargeable to individuals in Nebraska, attorneys' fees and expenses incurred in the collection of the same and any and all administrative expenses which may be incurred by the Association as a result of such nonpayment. No proceeding to collect defaulted assessments pursuant to this SECTION shall constitute a waiver of the right of the Association to proceed contemporaneously against any other Unit Owner of the Unit until such time as all past due assessments and other sums required to be paid hereunder are paid in full. The grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the Unit prior to the time of grantor's conveyance, without prejudice to any lawful right the grantee may have to recover from the grantor amounts paid by the grantee for assessments prior to the date of such conveyance. The preceding sentence shall not apply to the initial sales and conveyances of Units by the Developer, and grantees from the Developer shall not be responsible for the prior past due assessments or installments thereof.

G. Remedies Cumulative. All rights and remedies provided hereunder to the Association against any Unit Owner or any Unit shall be deemed to be cumulative and in addition to any other rights or remedies which may be available to the Association at law or in equity. In addition, the election by the Association to pursue any particular remedy shall not be construed as a waiver of any and all other rights and remedies which the Association may have. All rights and remedies of the Association may be pursued in one joint action or in as many separate actions as may be appropriate and such rights and remedies may be exercised simultaneously or in succession until such time as all sums the Association have been paid in full.

H. Non-Waiver. No Unit Owner may be relieved of any assessment made by the Association except by payment in full plus accrued interest, costs and fees.

I. Notice of Transfer. No Unit Owner, tenant or other person claiming any interest in any Unit may sell, lease or otherwise transfer any interest in any Unit unless five (5) days prior written notice thereof, specifying the names and current addresses of all transferees, is given to the Association. The preceding sentence shall not apply to granting a consensual lien in any Unit, or to any sale or transfer made pursuant to a decree of foreclosure. No Unit may be transferred free and clear of unpaid assessments whether or not a Notice of Lien as set forth in the By-Laws has been filed.

SECTION 11.
USE OF PROPERTY

The use of the Property and each Unit is restricted as follows:

A. Use of Unit. Each Unit shall be used and occupied only as a business or professional office. No wholesale or retail sales of goods from stock or inventories maintained on the premises shall be allowed, and no goods (except office and professional supplies and equipment and samples) shall be stored temporarily or permanently in any Unit. No animals of any kind (except animals serving the handicapped) shall be allowed on the Property.

B. Subdividing. No Unit or any part thereof shall be subdivided into smaller units for sale, or transfer unless this Master Deed is first amended as hereinafter provided.

C. Prohibited Acts. No Unit Owner, tenant or other person, entity, claiming an interest in a Unit, and no agent, employee, servant, invitee or licensee of any such Unit Owner, tenant or person or entity shall allow any condition to arise or exist, or engage in any activity, practice or use of the Property or any part thereof, which may be dangerous or hazardous to others coming upon the Property, or which may cause an increase in hazard insurance premiums over the premium charge for standard fire and extended coverage insurance, or which is contrary to law, morals or normal business or professional behaviour, or which may make undue noise or cause any other annoyance which may disturb the business and professional use and enjoyment of other Unit Owners, tenants or other persons or entities claiming an interest in a Unit or any of their agents, employees, servants, invitees or licensees. In addition, no condition, object or activity which is unsightly, noxious, offensive, embarrassing, discomfoting, annoying, disturbing, contrary to health, safety or welfare of other Unit Owners, tenants or others coming upon the Property shall be placed, performed or established upon any portion of the Property. No incinerator or trash receptacle shall be permitted outside of any Unit except those which may, from time to time, be provided by the Association. No fuel tank or other tank or similar container, whether temporary or permanent, stationary or mobile, shall be brought upon or permitted to remain on the Property, and all equipment must be kept within the Unit. No garbage or trash shall be permitted outside a Unit. All parking areas and driving lanes, driveways, walkways, entrances and exits, are for the exclusive use of the Unit Owners and their tenants, agents, employees, invitees and licensees, and no such areas may be blocked or obstructed for any purpose except for repair, remodeling, reconstruction and maintenance by the Association. The Association shall have full authority to abate any and all of the foregoing without being guilty of trespass or conversion, or other wrongful act.

D. Cleaning. Each Unit Owner shall be responsible for keeping such Unit Owner's Unit clean and sanitary at all times.

E. Exterior Appliances, Signs and Company Logos. Trademarks, signs and company logos shall be permitted within the Units including the exterior surface of exterior and Unit doors and windows. No other company logos, trademarks or signs will be permitted on the Property except in areas specifically designated by the Association. No sign, company logo, or trademark will be permitted which is not of a size and constructed of materials deemed by the Association to be harmonious and aesthetically compatible with the development of a prestigious business and professional complex; PROVIDED, HOWEVER, that prior Association approval of company logo design shall not be required. No company logo, trademark, or sign shall be illuminated without the prior written consent of the Association. No exterior televisions, radio or other antenna of any kind or any other such exterior appliance shall be allowed on the Property without the prior written consent of the Association.

F. Unit Visibility. Each Unit shall be improved and maintained in such a manner that all areas of the Unit visible from general or limited common elements or other Units are reasonably harmonious and aesthetically compatible with a prestigious business and professional office complex.

SECTION 12.
EASEMENT

There is hereby established in favor of the Association a perpetual easement in, through, upon and across all Units and all general and limited common elements for the purpose of performing such repairs, remodeling, reconstruction and maintenance to the general and limited common elements as shall be deemed necessary or desirable by the Association. If any such repair, remodeling, reconstruction or maintenance will require the Association to perform work within a Unit, the Association will give prior notice of such repair, remodeling, reconstruction and maintenance to a Unit Owner of such Unit. Notwithstanding the preceding sentence, in cases of emergency, notice requirements shall be waived; however, the Association shall endeavor to contact a Unit Owner and advise him that such Unit Owner's Unit has been entered. In addition, if any emergency repairs to any Unit become necessary, the Association may, but shall have not be required to, enter such Unit for the purpose of taking such action as it deems necessary to alleviate such emergency or protect the general and limited common elements from damage. When repairs are made to general and limited common elements, the Association shall leave the Unit in substantially the same condition it was in when repairs were commenced. The Association shall have no liability of any kind to any person or entity as a result of making or failing to make emergency repairs to a Unit, or for any negligence or other wrongful manner in which such repairs are made, unless the Association or its agents are guilty of willful misconduct. The Association's determination as to the existence of an emergency shall be final and binding upon all Unit Owners and tenants for all purposes. Entry of a Unit and performance of repairs by the Association shall not be deemed a trespass, conversion or other wrongful act notwithstanding any defect in notice. Further, easements are hereby reserved and granted from and to the Declarant and each

Unit Owner for encroachment, if any, or any Unit upon any other Unit due to the shifting or settling of the building or for any other reason, or if such building is repaired or rebuilt after damage or destruction.

SECTION 13.
AMENDMENT TO MASTER DEED

A. Amendment by Unit Owners. This Master Deed may be amended by written instrument duly executed and acknowledged by the Unit Owners of Units representing not less than seventy-five percent (75%) of the Basic Value Percentage Votes in Section 9. Such amendment shall become effective upon recording said instrument in the office of the Register of Deeds, Douglas County, Nebraska. No amendment to the Master Deed shall be binding upon any person or entity holding a consensual lien on any Unit upon the date of such amendment, unless mortgagees holding consensual liens on Units with at least fifty-one percent (51%) of the Basic Value Percentage Votes have consented in writing to the amendment. The fifty-one percent (51%) does not have to be a part of the above seventy-five percent (75%).

B. Amendment by Declarant. Pursuant to Section 76-847 of the Nebraska Condominium Act, the Declarant, without the consent of any of the other Unit Owners, hereby reserves the right in its sole and absolute discretion to do the following:

- (i) Change the boundaries of Unit Nos. 1, 2, 3 or 4. In the event of such a change in boundaries of said Units, the actual square footage, measured from inside wall to inside wall, shall be measured in each Unit and shall be used in determining the Basic Value Percentage Votes in Section 9.
- (ii) Subdivide Unit No. 5 into two or more Units. Sheet 4 of 5 sheets on Exhibit "A" shows the Basement Floor Plan and also shows the limited common elements (that is, a hall, restrooms, and utility room). Depending on how the Declarant subdivides the space in Unit No. 5, the Declarant, in its sole and absolute discretion, may eliminate the hall, change the walls and the size of the utility room or the areas for the restrooms. In the event that Unit No. 5 is subdivided into one or more Units and/or the hall is eliminated or its walls are changed or the walls of the utility room or restroom are eliminated or changed, a total of 5,391 square feet shall be used in determining the Basic Value Percentage Votes for each of the

resulting Units in subdivided Unit No. 5. No consent of a mortgagee shall be required in an amendment pursuant to Section 13.B.(ii) but mortgagees holding consensual liens on Units with at least fifty-one percent (51%) of the Basic Value Percentage Votes must consent in writing to an amendment made pursuant to Section 13.B.(ii).

SECTION 14.

TERMINATION OF CONDOMINIUM REGIME

A. Termination. The Condominium Regime may be terminated or waived with the written consent of Unit Owners who own at least seventy-five percent (75%) of the Basic Value Percentage Votes in Section 9 and said document is recorded in the real property records of Douglas County, Nebraska. Such termination or waiver shall become effective upon said recording.

B. Consent of Mortgagees. The Condominium Regime shall not be terminated or waived without the consent of the holders of all consensual liens of record against all Units in the Condominium Regime. Said consent to the waiver or termination by the Condominium Regime shall include the agreement by the mortgagees that their liens shall thereafter be liens upon the undivided portion of the Property which will, after termination or waiver, be owned as tenants in common, by the debtor or his successor in interest.

C. Proceeding Upon Termination. Upon deletion of any part of the Property, or waiver or termination of the Condominium Regime, Unit Owners no longer in the Condominium Regime shall own all lands and improvements (including Units) included in such deletion or waiver as tenants-in-common. The Unit Owner shall own that proportion of such land and improvements which the basic value of his Unit bears to the basic value of all Units included within such deletion or waiver. Land and improvements included within such deletion or waiver may be judicially partitioned and sold on the petition of any tenant-in-common; but if tenants-in-common representing seventy-five percent (75%) or more of the total basic value of all Units included within such deletion or waiver agree in writing to sell or otherwise dispose of such land and improvements then any pending partition action shall be dismissed, and, all tenants-in-common shall be bound to execute and acknowledge such deeds or other instruments as may be reasonable necessary to effect such sale or other disposition.

SECTION 15.

MODELS

Developer reserves the right to use any Unit owned by Developer as a model or closing facility.

SECTION 16.
REMEDIES

For the benefit of the Association, the Developer, the Association or any Unit Owner shall have the right to seek and obtain the remedies provided herein or in the By-Laws by proceedings at law or in equity for violation of any of the terms, conditions, covenants, reservations, restrictions and provisions now or hereafter imposed by the provisions of this Master Deed or the By-Laws, and to prevent or restrain any violation of the same or to recover on behalf of the Association sums due hereunder. Failure by the Developer, the Association or any Unit Owner to enforce any covenant, condition, restriction, reservation, term or provision hereof shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 17
TAXES AND ASSESSMENTS

The County Assessor of Douglas County, Nebraska shall be notified that the Condominium Regime has been created. Each Unit shall be separately assessed for taxes, assessments and other charges of the State of Nebraska, any political subdivision thereof, any special improvement district, or other tax assessing authority. Each Unit shall be carried on the tax books as a separate and distinct entity for the purposes of taxation. No Unit owner shall ever be divested of, or otherwise have his title and interest forfeited and sold for delinquent taxes, assessments or charges so long as taxes, assessments and charges on such Unit owner's are currently paid. The general common elements shall not be separately taxed, but the value thereof shall be determined and apportioned for tax purposes against each Unit in the proportion which the basic value of such Unit bears to the total basic value of the Condominium Regime.

SECTION 18
PIPES, DUCTS AND OTHER CONDUITS

Without in any way qualifying or limiting each Unit Owner's right to use and enjoyment of the general or limited common elements as herein set forth, it is specifically declared that each Unit Owner shall have an easement in common with the owners of all other Units over, upon and across each Unit for the transportation and transmission of power, water, sewer, electricity, gas, current, heat, air conditioning, telephone and similar services through all pipes, wires, ducts, cables, conduits, public utility lines and other general and limited common elements serving such Unit Owner. Likewise, each Unit shall be subject to an easement in favor of the Unit Owner for the transportation and transmission of power, water, sewer, electricity, gas, current, heat, air conditioning, telephone and similar services through all pipes, ducts, cables, wires, conduits, public utility lines and other general or limited common elements serving such other Units which may be located in such owners Unit.

SECTION 19
CONTROL IN DECLARANT AND RESERVATION IN DECLARANT

A. Declarant Control. Until Section 19.B. of Section 19.B. is applicable, Declarant alone shall appoint all of the members of the Board of Administrators of the Association.

B. One Member Elected by Unit Owners. Not later than sixty (60) days after conveyance of 25% of the Units to Unit Owners other than the Declarant, at least one member and not less than 25% of the members of the Board of Administrators of the Association shall be elected exclusively by the Unit Owners other than the Declarant.

C. One-Third of Members Elected by Unit Owners. Not later than sixty (60) days after conveyance of 50% of the Units to Unit Owners other than the Declarant, not less than 33 1/3% of the members of the Board of Administrators shall be elected exclusively by Unit Owners other than Declarant.

D. Control of Members Elected by Unit Owners. Not later than sixty (60) days after conveyance of 90% of the Units to Unit Owners other than Declarant or two (2) years after the Declarant has ceased to offer Units for sale in the ordinary course of business, whichever is the first to occur, Unit Owners other than the Declarant shall elect a majority of the members of the Board of Administrators.

E. Voluntary Surrender of Control by Declarant. The number of the members of Board of Administrators shall be specified in the By-Laws of the Association. A Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Administrators before termination of that period, but in that event he or she may require, for the duration of the period of Declarant control, that specified actions of the Association or Board of Administrators, described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective. Successor Boards following Declarant control may not discriminate nor act arbitrarily with respect to Units still owned by the Declarant or a successor Declarant.

SECTION 20
INVALIDITY

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

SECTION 21.
WAIVER

No provision contained in this Master Deed and Declaration shall be deemed to have been waived by reason of any failure

to enforce the same, irrespective of the number of violations or breaches which may have occurred.

SECTION 22.
GENDER

The use of the masculine gender in this Master Deed shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural whenever the context so requires.

SECTION 23.
SECTION HEADINGS

The section headings contained in this Master Deed are for convenience only and are not intended to alter or modify the terms and provisions hereof.

IN WITNESS WHEREOF, the Developer executes this Master Deed and Declaration of the day and year first above written.

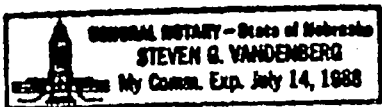
JIMKO CONSTRUCTION, INC., A
Nebraska Corporation,

BY: [Signature]
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 11th day of February, 1984, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came JIM KOPECKY, President of Jimko Construction, Inc., a Nebraska corporation, to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such President and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.



[Signature]
Notary Public

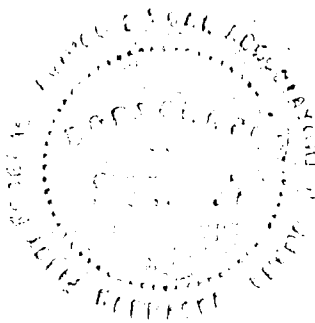
CONSENT AND JOINDER

First Federal Savings and Loan Association of Omaha, Trustee and Beneficiary under that certain Deed of Trust dated Sept. 20, 1984 and recorded Sept. 21, 1984 in Book 2721 at Page 540 of Mortgage Records in the office of the Register of Deeds

of Douglas County, Nebraska does hereby consent to the filing of the foregoing Master Deed and Declaration and does hereby join in the making of the same solely for the purpose of making its said first lien under such Deed of Trust subject to the effect of such Master Deed and Declaration.

First Federal Savings and Loan
Association of Omaha
Trustee and Beneficiary

BY: *Robert R. Root*
President



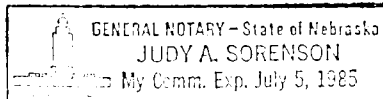
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

5

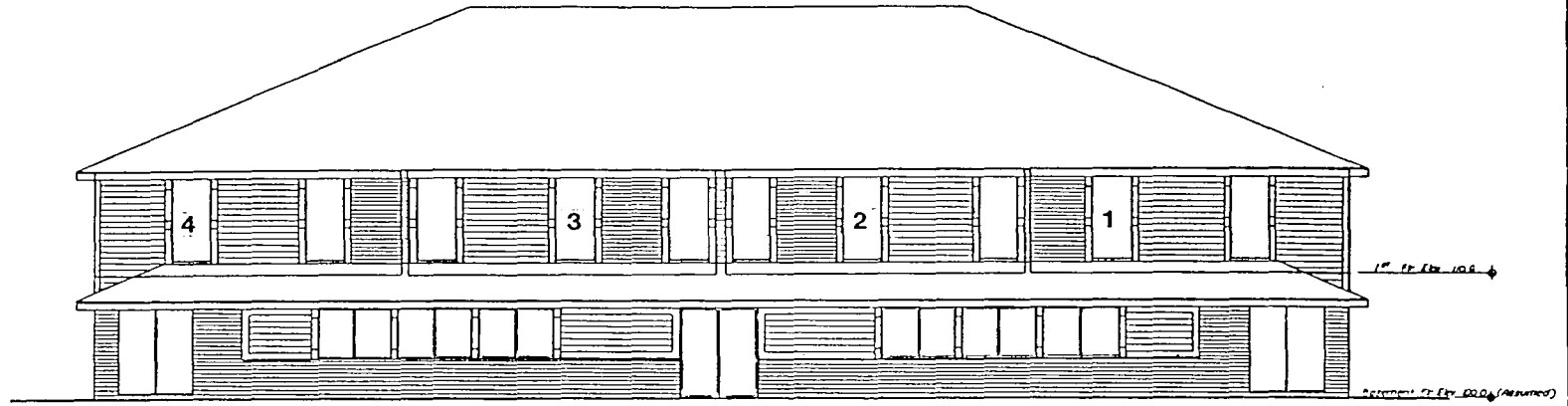
On this 11th day of February, 1988, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Robert R. Root, President of First Federal Savings and Loan Association of Omaha to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed of said Corporation.

Witness my hand and notarial seal the day and year last above written.

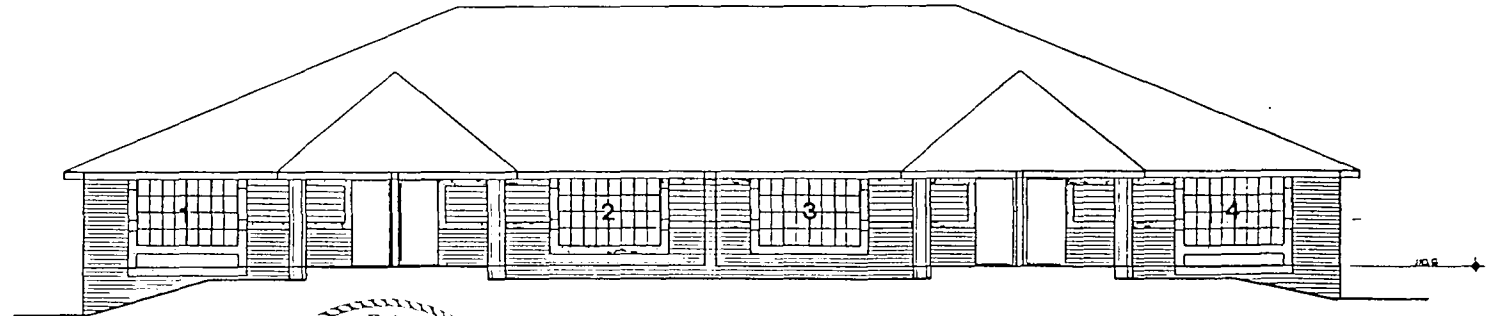
Judy A. Sorenson
Notary Public



BOOK 1749 PAGE 363
EXHIBIT "A"



NORTH ELEVATION



SOUTH ELEVATION



LEGAL DESCRIPTION
Lot 11, Empire Park, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska

I, William P. Dorner, a Surveyor authorized and licensed to practice in the State of Nebraska hereby certify that these plans consisting of 3 pages are a full and exact copy of the plans of Empire Park Condo Office No. 2 a condominium property project.
Date: *1-8-85*
William P. Dorner
William P. Dorner, L.S. 217

Revised: 1-8-85
Sheet 1 of 5

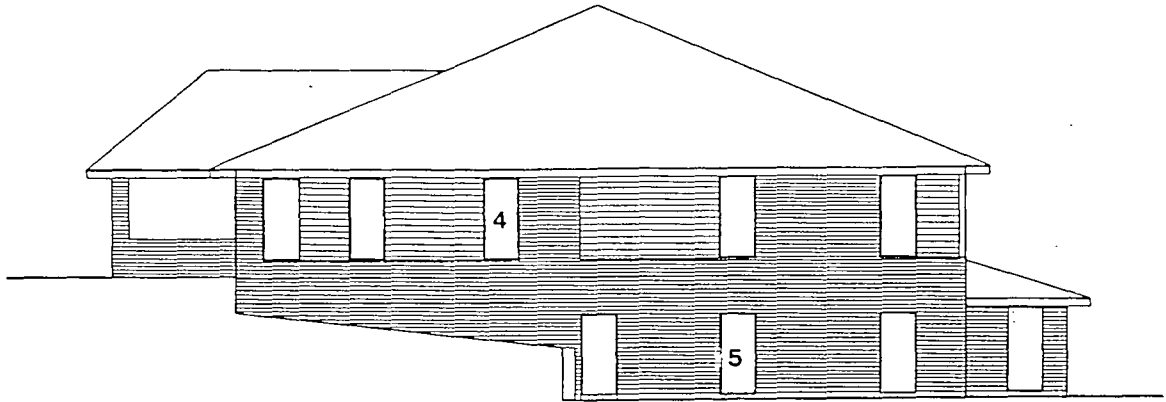
Scale: 1/4" = 1'-0"
Date: OCTOBER 1984
Project: Empire Park
Sheet: 1 of 5

EMPIRE PARK CONDO OFFICE NO. 2
OMAHA, NEBRASKA

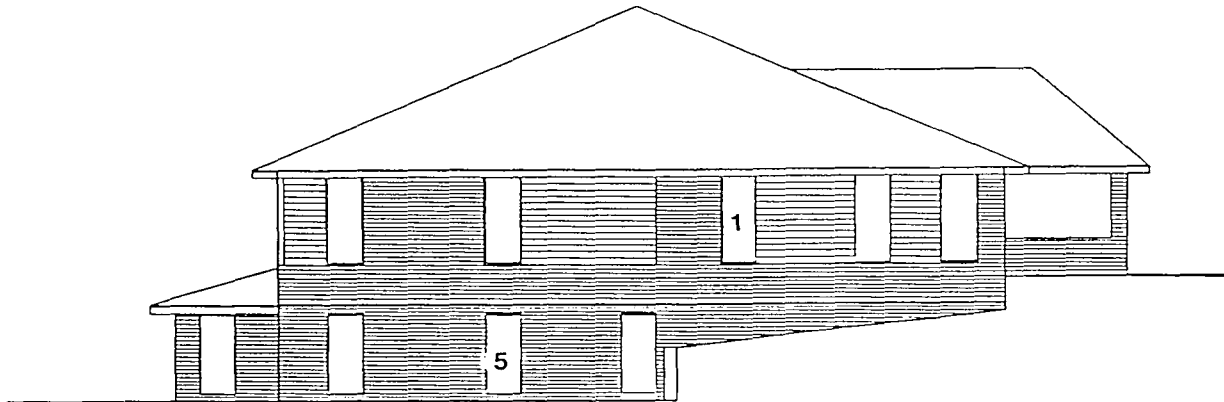
THOMPSON, DRISLON & DORNER
Consulting Engineers & Land Surveyors



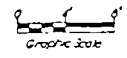
NS-107



EAST ELEVATION



WEST ELEVATION

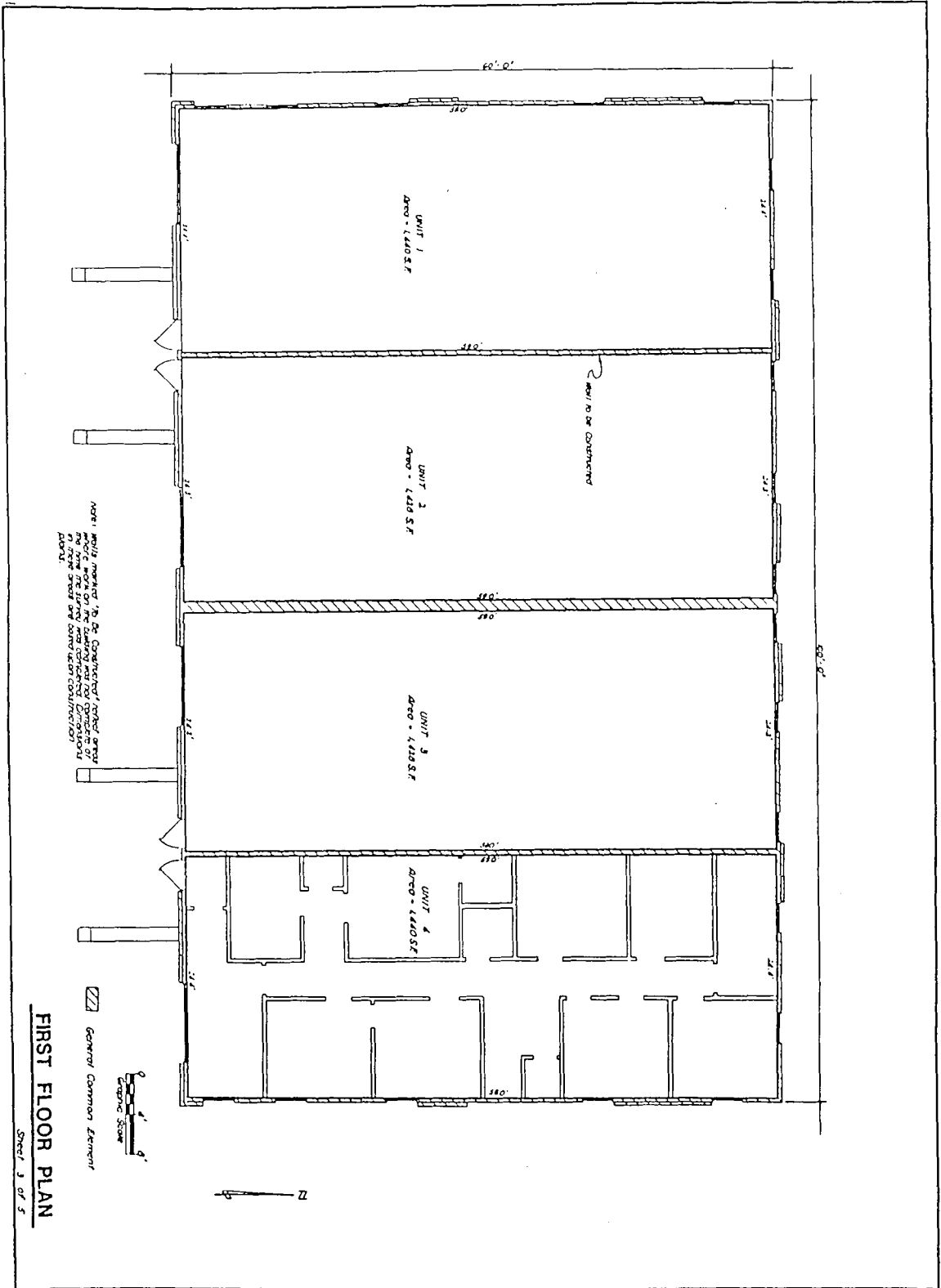


Scale: 1/4" = 1'-0"
Date: OCTOBER 1984
Drawn by: D.B.N.
Checked by: [blank]

EMPIRE DASH CONDO OFFICE NO. 2
OMAHA, NEBRASKA

THOMPSON, DEESEN & DORNER
Consulting Engineers & Land Surveyors

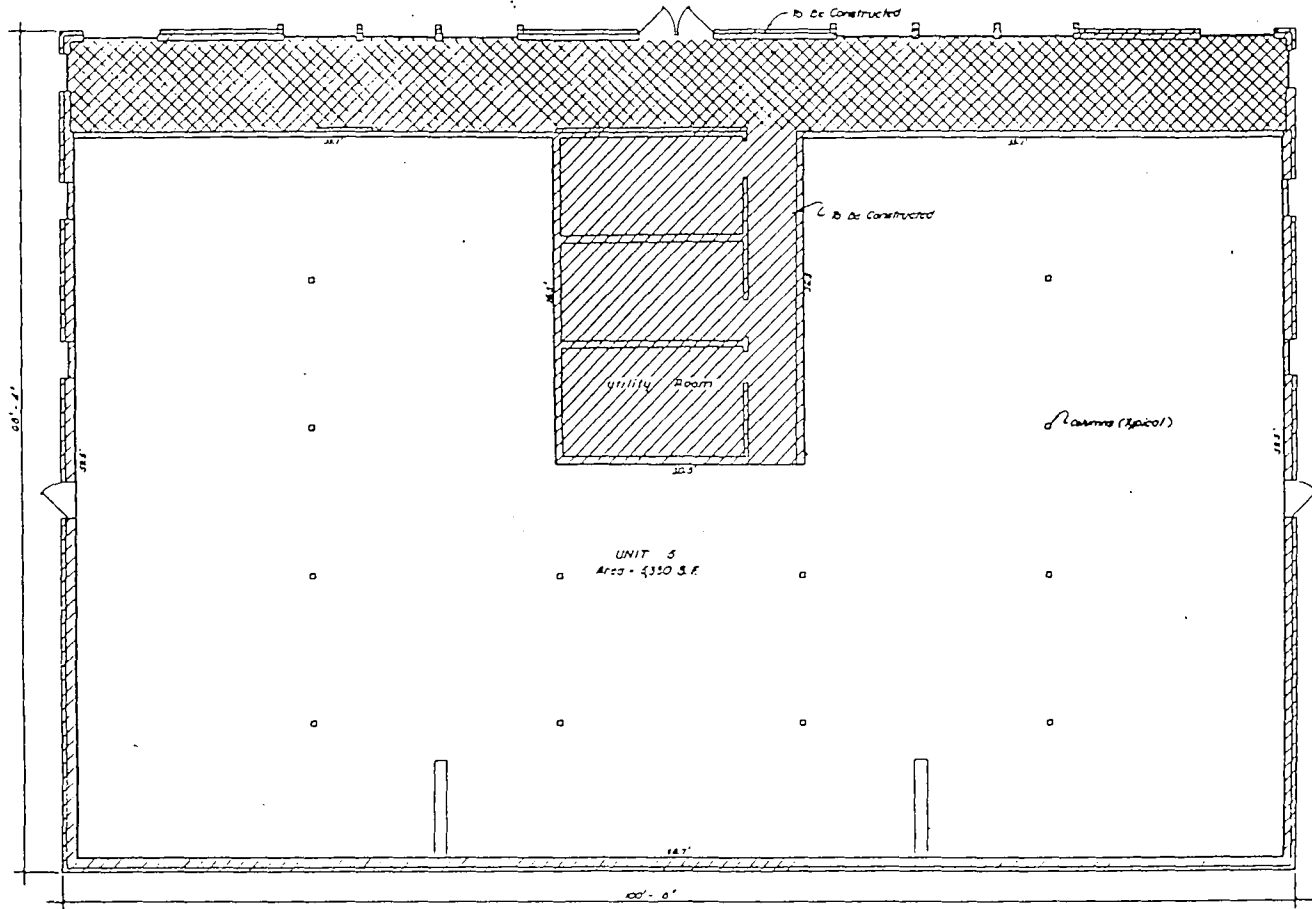






THOMPSON, DREESEN & DORNIER
Consulting Engineers & Land Surveyors

EMPIRE PARK CONDO OFFICE NO. 2
OMAHA, NEBRASKA

Scale	1/4" = 1'-0"
Date	October 1984
Drawn by	RAH
Checked by	
Project #	



Note: Walls marked "To Be Constructed" reflect areas where work on the building was not complete at the time the survey was conducted. Dimensions in these areas are based upon construction plans.

-  General Common Element
-  Limited Common Element

BASEMENT FLOOR PLAN

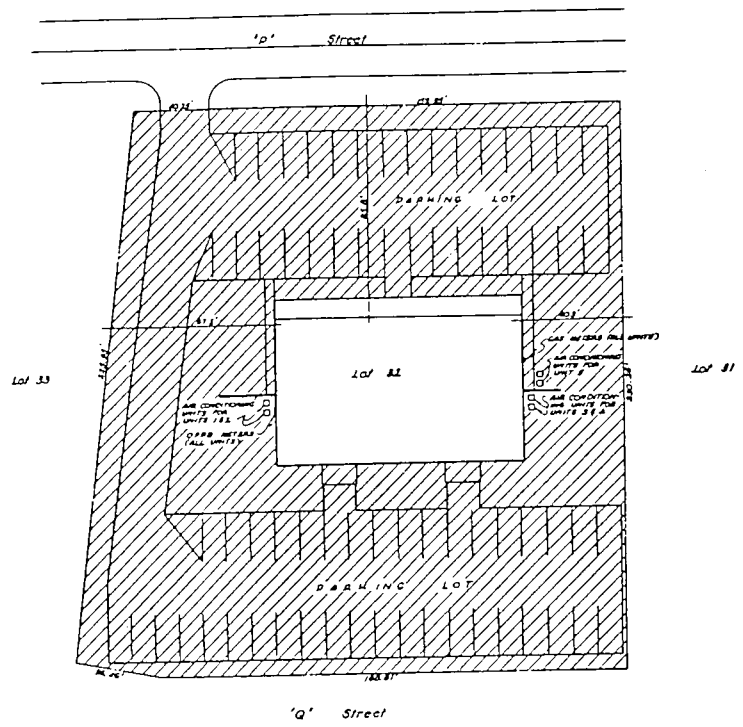
Sheet 4 of 5


Scale 1/4" = 1'-0"
 Date: OCTOBER 2014
 Drawn by: D.D.M.
 Checked by: [blank]
 Title: [blank]

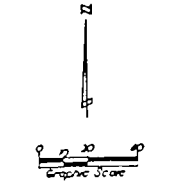
EMPIRE PARK CONDO OFFICE NO. 2
 OMAHA, NEBRASKA

THOMPSON, DREISSIN & DORNER
 Consulting Engineers & Land Surveyors





 General Common Elements



SITE PLAN


	THOMPSON, DRISCOLL & DOHERTY Consulting Engineers & Land Surveyors	EMPIRE PARK CONDO OFFICE NO. 1 OMAHA, NEBRASKA
Case # 30 Date: October 1984 Survey # 2219 Drawn by: [blank] Checked by: [blank]		

EXHIBIT "B"

BY-LAWS OF
EMPIRE PARK CONDOMINIUM
OFFICES REGIME NO. 2

AND

EMPIRE PARK CONDOMINIUM OFFICES
ASSOCIATION NO. 2, INC.

ARTICLE I. BY-LAWS

Section 1. Description.

These are the By-Laws of the Empire Park Condominium Offices Association No. 2, Inc., a not-for-profit Nebraska corporation with its registered office at 225 Embassy Plaza, 9110 West Dodge Road, Omaha, Nebraska 68114. These are also the By-Laws of the Empire Park Condominium Offices Regime Regime No. 2, a Nebraska condominium property regime.

Section 2. Seal.

The corporate seal shall bear the name of the corporation and the words "Omaha, Nebraska, Corporate Seal".

Section 3. Membership.

The corporation has been organized to provide a means of management for the Empire Park Condominium Offices Regime No. 2, a Nebraska condominium property regime in Douglas County, Nebraska. Membership in the Association is automatically granted and restricted to record owners of Units in said condominium regime. The vote on behalf of a Unit shall be in person by the record owner thereof, or by proxy, but if a Unit is owned by more than one person or by a corporation or other entity such vote shall be cast, or proxy executed, by the person named in a certificate signed by all the owners of the Unit and filed with the Secretary of the Association. Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants, or in the name of a corporation or partnership, or in the name of a fiduciary.

Section 4. Involved Property.

The property described in Section 3 of the Master Deed, is located in Douglas County, Nebraska and has been submitted to the provisions of Section 76-825 through 76-894 of the Revised Statutes of Nebraska, 1943 (1984 Cum. Supp.) known as the "Nebraska Condominium Act" by the Master Deed recorded simultaneously herewith in the Office of the Register of Deeds of Douglas County, Nebraska, and which condominium shall hereinafter be referred to as the "Condominium Regime" or "Regime".

Section 5. Application.

All present and future owners, mortgagees, lessees and occupants of condominium Units and their employees, and any other

persons who may use the facilities of the Regime in any manner are subject to these By-Laws, the Master Deed and the Rules and Regulations.

The acceptance of a deed or conveyance or mortgage, or the entering into of a lease or the act of occupancy of a condominium Unit shall constitute an agreement that these By-Laws, the Rules and Regulations, and the provisions of the Master Deed, as the same may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE II. UNIT OWNERS

Section 1. Annual and Special Meetings, Notice of Meetings, and Quorums.

Annual and special meetings of the Association, the Notice thereof, the necessary quorum, and all matters related thereto shall be in accordance with the provisions 76-866 and 76-867 of the Nebraska Condominium Act.

Section 2. Voting.

Voting and proxies to vote shall be in accordance with the provisions of Section 76-868 of the Nebraska Condominium Act.

Section 3. Majority Vote.

The vote in person or by proxy of Unit Owners holding 51% or more of the total votes for all units as outlined in Section 9 of the Master Deed at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where the Master Deed or these By-Laws require a higher percentage vote.

Section 4. Procedure.

The President shall preside over members' meetings, and the Secretary shall keep the minute book wherein the resolution and minutes shall be recorded.

Section 5. Adjournment.

If any meeting of the Unit Owners cannot be held because a quorum has not attended, a majority of the Unit Owners (using their votes as allocated in Section 9 of the Master Deed) who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, and no further notice shall be required.

ARTICLE III. BOARD OF ADMINISTRATORS

Section 1. Number and Qualification.

During the period of time the Declarant as a Unit Owner appoints members of the Board of Administrators and after control of the Board is passed to the Unit Owners, all as provided in

Section 19 of the Master Deed, the Board of Administrators shall be composed of three (3) members. Persons appointed to the Board of Administrators by the Declarant need not be Unit Owners. Persons elected by the Unit Owners to the Board must be Unit Owners, their employees or members of their families, or in the event of ownership by an entity other than a natural individual, their employees, officers, or members. Provided, however, that the Declarant, or its successor, as a Unit Owner or Units Owner, shall have the same right to vote as other Unit Owners and shall have the same right to serve as a member of the Board of Administrators as other Unit Owners.

Section 2. Powers and Duties.

The Board of Administrators shall have the powers and duties necessary for the administration of the affairs of the Association and the Condominium Regime, and may do all such acts and things, except such as by law, by the Master Deed, or by these By-Laws may not be delegated to the Board of Administrators by the Unit Owners. Such powers and duties of the Board of Administrators shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the general common elements, limited common elements, and facilities.
- (b) Determination of the general and limited common expenses required for the affairs of the Condominium Regime including, without limitation, the operation and maintenance of the Condominium Regime.
- (c) Collection of the assessments from Unit Owners.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the general and limited common elements, and facilities.
- (e) Adoption, amendment and publication of rules and regulations covering the details of the operation and use of the Condominium Regime.
- (f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Obtaining the insurance for the Condominium Regime pursuant to the provisions hereof.
- (h) Making of repairs, additions and improvements to, or alterations of, the Condominium Regime and repairs to, and restoration of, the Condominium Regime in accor-

dance with the other provisions of these By-Laws after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

- (i) To grant permits, licenses and easements over the general and limited common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium Regime.

Section 3. Managing Agent and Manager.

The Board of Administrators may employ for the Condominium Regime a managing agent and/or a manager at a compensation established by the Board of Administrators, to perform such duties and services as the Board of Administrators shall authorize, including but not limited to the duties listed in subdivisions (a), (c), (d), (g) and (h) of Section 2 of this Article III. The Board of Administrators may delegate to the manager or managing agent, all of the powers granted to the Board of Administrators or by these By-Laws other than the powers set forth in subdivisions (b), (e), and (f) of Section 2 of this Article III.

Any contract between such managing agent and/or manager must provide that it can be terminated by the Board of Administrators in its discretion.

If professional management has been previously required by an eligible mortgage holder, or eligible insurer, or eligible guarantor, any decision to establish self-management by the Association shall require the prior written consent of Unit Owners who have at least 75% of the total votes outlined in Section 9 of the Master Deed and by the eligible mortgage holders who hold at least 51% of the first mortgages on all of the units in the Condominium Regime. The 51% of the first mortgage holders need not be a part of the 75% of the unit holders. See Section 2, Article X for the definition of eligible mortgage holders, insurers, and guarantors.

Section 4. Election and Term.

At the initial meeting of the Association Unit Owners, the members of the Board of Administrators shall be elected to serve until the next annual meeting of the Association Unit Owners. Each Administrator shall be elected thereafter to serve a term of one (1) year or until his successor shall have been duly elected by the Association Unit Owners. There shall be no cumulative voting for Administrators. The nominees receiving the most votes for the offices available shall be elected.

Section 5. Removal of Administrators.

Thereafter, at any regular or special meeting of the Association Unit Owners, any one or more of the member of the

Board of Administrators may be removed with or without cause by a vote of Unit Owners holding 51% or more of the total vote of the Condominium Regime as set forth in Section 9 of the Master Deed, and a successor may then and there or thereafter be elected to fill the vacancy thus created.

ARTICLE IV. OFFICERS

Section 1. President of the Board of Administrators.

Following the election of the members of the Board of Administrators at each annual meeting, the newly elected members of such Board shall, by vote, select one of the Administrators as President of the Board of Administrators for the coming year. The President of the Board of Administrators shall also be the President of the Association. The Board of Administrators shall elect the remaining officers of the Association as follows:

- (a) The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, who, with the exception of President, shall not be required to be Administrators; who shall be elected annually by the Board of Administrators at each annual meeting for a term of office of one (1) year; and who may succeed themselves in office.
- (b) The Board of Administrators may, from time to time, appoint, discharge, engage or remove subordinate officers as is deemed appropriate, convenient, or necessary for the management of the affairs of the Association.
- (c) The officers shall have the powers and rights and shall be charged with the duties and obligations usually vested in or pertaining to such officers, or, as from time to time directed by the Board of Administrators.

Section 2. Vacancies.

The office of any principal officer shall be vacated and filled as follows:

- (a) Any principal officer may be removed from office at any time by a majority vote of the Board of Administrators, either for or without cause.
- (b) Any vacancy among the principal officers may be filled by appointment by the Board of Administrators for the unexpired term of office.

The Board of Administrators and officers shall serve without remuneration for their services but shall be reimbursed for expenses incurred by them. The Board of Administrators may, from time to time, fix the wages and other compensation paid to any agent or employee of the Association.

ARTICLE V. INDEMNIFICATION OF OFFICERS
AND MEMBERS OF THE BOARD OF ADMINISTRATORS

Section 1. Indemnification.

Each Administrator and officer of the Association shall be indemnified by the Association against all costs and expenses, including attorney fees, reasonably incurred by or imposed upon him in connection with or resulting from any action, suit or proceeding to which he may be made a party by reason of his being or having been a member of the Board of Administrators or a principal officer of the Association (whether or not he continues to be a member of the Board of Administrators or principal officer at the time of incurring such cost or expense), except in relation to matters as to which a recovery shall be had against him by reason of his having been finally adjudged in such action, suit or proceeding to have been derelict in the performance of his duty as a member of the Board of Administrators or principal officer of the Association. The foregoing qualifications shall not, however, prevent a settlement by the Association prior to final adjudication when such settlement appears to be in the best interests of the Association. The right of indemnification herein provided shall not be exclusive of other rights to which any member of the Board of Administrators or principal officers may be entitled as a matter of law.

ARTICLE VI. DUES, ASSESSMENTS
AND OTHER FINANCIAL MATTERS

Section 1. Fiscal Year.

The fiscal year of the Association shall coincide with the calendar year unless otherwise directed by the Board of Administrators.

Section 2. Annual Budget.

Before each fiscal year, the Board of Administrators shall adopt and fix, in reasonably itemized detail, an annual budget for the then anticipated expenses, expenditures and general operational costs of the Association for said upcoming fiscal year. Within thirty (30) days after adoption of any proposed Budget for the condominium, the Board of Administrators shall provide a summary of the Budget to all the Unit Owners and shall set a date for the meeting of the Unit Owners to consider ratification of the Budget not less than fourteen (14) nor more than thirty (30) days after the mailing of the summary. Unless at that a meeting a majority of all votes in the Association reject the Budget, the Budget is ratified, whether or not a quorum is present. In the event the proposed Budget is rejected,

the periodic Budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent Budget proposed by the Board of Administrators.

Section 3. Assessments.

(a) Until the Association makes a general or limited common element expense assessment, the Declarant shall pay all general and limited common element expenses. After any assessment has been made by the Association, assessments must be made at least annually. After one-third (1/3) of the members of the Board of Administrators are elected by Unit Owners, other than the Declarant, assessments shall be based on the budget adopted at least annually by the Association. Provided, however, until the Unit Owners, other than the Declarant, elect a majority of the members of the Board of Administrators, as outlined in Section 19 of the Master Deed, the total annual assessments for general and limited common elements for all Units shall not exceed \$ 9,055.00, except for the adjustment in Section 4 of this Article VI, unless all the Unit Owners, including the Declarant, consent to a higher assessment for the general and limited common elements.

(b) Except for assessments under subsections (c), (d) and (e) of this Section, all general common element expenses shall be assessed against all of the Units in accordance with the allocations set forth in Section 9 of the Master Deed. Any past due general common element expense, assessment or installment thereof bears interest at the rate established by the Association not exceeding eighteen percent (18%) per year.

(c) Other assessments shall be assessed as follows:

(1) Any common element expense associated with the maintenance, repair, or replacement of a limited common element must be assessed against the Unit or Units to which that limited common element is assigned.

(2) Any general common element expense or portion thereof benefiting fewer than all of the Units must be assessed exclusively against the Units benefited;

(3) The cost of insurance may at the discretion of the Association be assessed in proportion to risk, and, if reasonably determined, the cost of utilities not separately metered must be assessed in proportion to usage.

(d) Assessments to pay a judgment against the Association pursuant to Subsection (a) of Section 76-875 of the Nebraska Condominium Act may be made only against the Units in the condominium at the time the judgment

was entered, in proportion to their general common element expense liabilities.

- (e) If any general common element expense is caused by the misconduct of any Unit Owner, the Association may assess that expense exclusively against his or her Unit.
- (f) If general common element expense liabilities are reallocated, general common element expenses assessments and any installments thereof not yet due shall be recalculated in accordance with the reallocated general common expense liabilities.

Section 4. Increases and/or Decreases in Assessments.

Annual assessments may not be increased by more than ten percent (10%) above the level of the immediately preceding year except upon approval of Unit Owners having a vote of fifty-one percent (51%) of the total vote of the Condominium Regime as set forth in Section 9 of the Master Deed.

Section 5. Special Assessments.

Special assessments may be assessed and levied by the Board of Administrators against each Unit, in addition to the annual assessments provided for above, during any assessment year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, improvement, repair or replacement of a capital improvement of the general or limited common elements, including fixtures and personal property. Special assessments with respect to general common elements shall be based upon the Percentage Share Of Expenses of each Unit as set forth in Section 9 of the Master Deed. Special assessments with respect to limited common elements, may, at the discretion of the Board of Administrators, be levied directly against the Unit or pro rata against the Units to which the subject limited common element is appurtenant.

Special assessments shall be due and payable thirty (30) days after the assessment is levied against the applicable Unit or Units and notice thereof has been given to the respective Unit Owners, and special assessments not paid within thirty (30) days thereafter shall be treated according to the interest and lien provisions hereinafter provided.

Section 6. Statement of Unpaid Assessments.

Upon payment of a reasonable fee, not to exceed Seventy-Five Dollars (\$75.00), and upon the written request of any Unit Owner, prospective purchaser or of any mortgagee of a condominium Unit, the Board of Administrators, or the managing agent, shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to the subject Unit, the amount

of the current periodic assessment and the date that such assessment becomes due, any penalties due, and credit for advance payments or for prepaid items, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith.

Section 7. Nonwaiver.

The omission or failure to timely fix any assessments or deliver or mail a statement for any period shall not be deemed a waiver, modification or a release of the owners from their obligation to pay the same.

ARTICLE VII. INSURANCE

Section 1. Coverage.

- (a) Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to extent reasonably available:
- (1) Property insurance on the property including the general and limited common elements insuring against all risk of direct physical loss commonly insured against. The total amount of insurance after application of any deductible shall be not less than 80% of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies; and
 - (2) Liability insurance, including medical payments insurance, in an amount determined by the Board of Administrators but not less than any amount specified in the Master Deed, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the general and limited common elements.
- (b) The insurance maintained under (a)(1) of this Section, to the extent reasonably available, shall include the Units, but need not include improvements and betterments installed by the Unit Owners.
- (c) If the insurance described in subsections (a) and (b) of this Section, is not reasonably available, the Association promptly shall cause notice of that fact

to be hand delivered or sent prepaid by United States mail to all Unit Owners.

- (d) Insurance policies carried pursuant to subsection (a) of this Section shall provide that:

(1) Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the general or limited common elements or membership in the Association;

(2) The insured waives its right to subrogation under the policy against any Unit Owner or member of his or her household;

(3) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(4) If, at the time of loss under the policy there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

- (e) Any loss covered by the property policy under subdivisions (a)(1) and (b) of this section must be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any mortgagee or beneficiary under a deed of trust. The insurance trustee or the Association shall hold any insurance proceeds in trust for Unit Owners and lien holders as their interests may appear. Subject to the provisions of (h) of this Section the proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the condominium is terminated.

- (f) An insurance policy issued to Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

- (g) An insurer that has issued an insurance policy under this Section shall issue certificates or memorandums of insurance to the Association and, upon written request, to any Unit Owner, mortgagee or beneficiary under a deed of trust. The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each mortgagee or beneficiary under a deed of trust to whom a certificate or memorandum of insurance has been issued at the respective last known addresses.
- (h) Any portion of the condominium for which insurance is required under this Section which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (1) the condominium is terminated, (2) repair or replacement would be illegal under any State or local health or safety statute or ordinance, or (3) 80% of the Unit Owners, including every Owner of a Unit or assigned limited common element which will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a general common element expense. If the entire condominium is not repaired or replaced, (1) the insurance proceeds attributable to the damaged general or limited common elements must be used to restore the damaged area to a condition compatible with the remainder of the condominium, (2) the insurance proceeds attributable to Units and limited common elements which are not rebuilt must be distributed to the owners of those Units and the Owners of the Units to which those limited common elements were allocated, or to lien holders, as their interests may appear, and (3) the remainder of the proceeds must be distributed to all of the Unit Owners or lien holders, as their interests may appear, in proportion to the general or limited common element interest of all the Units. If that Unit Owners vote not to rebuild any Unit, the Unit's allocated interest are automatically reallocated upon the vote as if the Unit had been condemned under Section 76-831 of the Nebraska Condominium Act, and the Association shall promptly repair, execute and record an amendment to the Master Deed to reflect

the reallocations. Notwithstanding the provisions of this subsection, Section 76-855 of the Nebraska Condominium Act governs the distribution of insurance proceeds if the condominium is terminated.

ARTICLE VIII. MAINTENANCE AND ALTERATIONS

Section 1. Maintenance.

The Unit Owner shall have the obligation to maintain his or her Unit and to keep in good repair the interior surfaces of walls, ceilings and floors (including carpeting, tile, wallpaper, paint or other covering) as well as all fixtures and appliances, located within such Owner's Unit. An Owner shall not be responsible to the Association for repair to general common elements or limited common elements caused by casualty, unless such casualty is due to the act or negligence of the Owner, his guests, invitees or tenants. All maintenance, including lawn maintenance and snow removal, repairs and replacements to the general common elements shall be made by the Association and be charged to all of the Unit Owners as a general common element expense to be allocated in accordance with Section 9 of the Master Deed, unless such maintenance, repair or replacement is necessitated by the negligence, misuse or neglect of a Unit Owner, in which case, such general common element expense shall be charged by the Association to such offending Unit Owner. All maintenance, repairs and replacements to the limited common elements shall be made by the Association and the Board of Administrators, in its sole discretion, shall determine if the cost of such maintenance, repair, or replacement is to be charged to all the Unit Owners as a general common expense or if such cost is to be charged to the Unit or Units to which said limited common elements are appurtenant.

Section 2. Alterations by Unit Owner.

No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit or the limited common elements pertaining thereto, including any exterior painting or exterior alteration or addition (including awnings, grills, etc.), without the prior written consent thereto of the Board of Administrators. The Board of Administrators shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Owner's Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Administrators to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Administrators only, without, however, incurring any liability on the part of the Board of Administrators or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 2 shall not

apply to Units owned by the Declarant until such Units shall have been initially sold by the Declarant and paid for.

Section 3. Alterations or Enlargement of General or Limited Common Elements by Association.

There shall be no improvement nor enlargement of the general or limited common elements nor additions thereof if such improvement, enlargement or addition shall cost more than \$1,000 during any single fiscal year, unless and until such proposal is approved in writing by Owners holding at least 75% of the votes as set forth in Section 9 of the Master Deed, and until a proper amendment of the Master Deed, if required, has been duly executed, acknowledged and recorded pursuant to law. The cost of alteration or enlargement and of amending the Master Deed shall be a general common element expense and shall be collected by special assessment against all Unit Owners.

ARTICLE IX. RESTRICTIONS AND RESERVATIONS

Section 1. Use Restrictions.

In order to provide for congenial occupancy of the Condominium Regime and for the protection of the value of the Units, the use of the property shall be restricted to and shall be in accordance with the following provisions:

- (a) The Units shall be used and occupied only as a business or professional office. No wholesale or retail sales of goods from stock or inventories maintained on the premises shall be allowed, and no goods (except office and professional supplies and equipment and samples) shall be stored temporarily or permanently in any Unit. No animals of any kind (except animals serving the handicapped) shall be allowed on the Property. This restriction shall not apply to Units owned by the Declarant until such Units shall have been initially sold by the Declarant and paid for.
- (b) The general and limited common elements and facilities, shall be used only for the furnishing of the services and facilities for which they are reasonable suited and which are incident to the use and occupancy of the Units.
- (c) No nuisances shall be allowed on the Condominium Regime nor shall any use or practice be allowed which is a source of annoyance or which interferes with the peaceful possession or proper use of the Condominium Regime.

- (d) No improper, offensive or unlawful use shall be made of the Condominium Regime or any part thereof, and all valid laws, zoning laws and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Condominium Regime shall be corrected, by and at the sole expense of the Unit Owners or of the Board of Administrators, which shall have the obligation to maintain or repair such portion of the Condominium Regime.

Section 2. Rules of Conduct.

Rules and regulations concerning the use of the Units and the general and limited common elements and facilities (which are not in conflict the Master Deed and these By-Laws) may be promulgated and amended by the Board of Administrators and by Unit Owners holding 51% or more of the total votes of the Condominium Regime as set forth in Section 9 of the Master Deed. Copies of such rules and regulations shall be furnished by the Board of Administrators to each Unit Owner prior to the time when the same shall become effective.

Section 3. Right of Access.

A Unit Owner shall grant a right of access to his Unit to the Board of Administrators or to the manager and/or managing agent or any other person designated by the Board of Administrators, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or a general or limited common element or facility, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other facilities in his Unit or elsewhere in the buildings, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Section 4. Abatement and Enjoining of Violations.

The violation of any rule or regulation adopted by the Board of Administrators or the breach of any of these By-Laws contained herein, or the breach of any provisions of the Master Deed, shall give the Board of Administrators the right, in addition to any other rights set forth in these By-Laws:

- (a) To enter into the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner any structure, thing or condition that may exist therein contrary to the intent and

meaning of the provisions hereof, and the Board of Administrators shall not thereby be deemed guilty, in any manner, of trespass.

- (b) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.
- (c) To deny partially or wholly access to, benefit from, or use of all or any facilities, functions or services, or suspend, partly or wholly, all or any rights or privileges of membership, or to take any other disciplinary action directed by the Board of Administrators.

ARTICLE X. MORTGAGES

Section 1. Notice to Board of Administrators.

A Unit Owner who mortgages his Unit shall notify the Board of Administrators of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Administrators. Also, the Board shall accept the same information from the holder of such mortgages, or any insurer or guarantor thereof. The Board shall maintain such information in a book entitled "Mortgages on Units".

Section 2. Notice of Default.

The Board of Administrators, when giving notice to a Unit Owner of a default in paying assessments or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit, or insurer or guarantor of such mortgage, whose name and address has theretofore been furnished to the Board of Administrators.

If there is any condemnation loss or any casualty loss which affects a material portion of the Condominium Regime or any Unit on which any first mortgage held, insured, or guaranteed, or if there is any delinquency in the payment of assessments or charges owned by a Unit Owner subject to a first mortgage which is held, insured, or guaranteed which remains uncured for a period of sixty (60) days, or if there is any lapse, cancellation or material modification of any insurance policy maintained by the Association, or any proposed action which would require the consent of a specified percentage of mortgage holders, the Board of Administrators shall give written notice of such facts to the eligible mortgage holders, eligible insurer, or eligible guarantors at the address furnished to Association. In these By-Laws an eligible mortgage holder, insurer or guarantor is any such institution which has given its name and address to the Board of Administrators pursuant to Section 1, Article X.

Section 3. Examination of Books.

Each Unit Owner, each mortgagee of a Unit and each prospective purchaser designated in writing by an Owner shall be permitted to examine the books of account of the Association at reasonable times, on a business day and during normal business hours as determined by the Board of Administrators, but in no event more often than once every three (3) months. Special requests for such examinations upon days other than those designated shall be granted or denied at the sole discretion of the Board of Administrators.

ARTICLE XI. DESTRUCTION OR DAMAGE
ASSOCIATION AS ATTORNEY-IN-FACT

Section 1. Association Attorney-In-Fact.

These By-Laws, as a part of the Master Deed, hereby make mandatory and irrevocable the appointment of the Association as attorney-in-fact to deal with the property and any insurance proceeds upon the damage of the property, its destruction, repair, reconstruction, improvement and maintenance, all according to the provisions of this Article XI. Title to any condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by a grantee of a deed, mortgage or other instrument of conveyance from the Declarant or his successors, or from any owner or grantor shall constitute and appoint the Association his true and lawful attorney in his name, place, and stead for the purpose of dealing with the property upon its damage or destruction as is hereinafter provided. As attorney-in-fact, the Association, by its President and Secretary or Assistant Secretary or its other duly authorized officers or agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a unit owner which are necessary and appropriate to exercise the powers granted in the Article. Repair and reconstruction of the improvements, as used in the succeeding Sections of this Article, means restoring the improvements to substantially the same condition to which they existed prior to the damage, with each Unit and the general common elements and limited common elements having substantially the same vertical and horizontal boundaries as before.

Section 2. Termination of Condominiums.

A condominium may be terminated only by agreement of Unit Owners of Units to which at least 80% of the votes in the Association are allocated and such termination shall be carried out pursuant to Section 76-855 of the Nebraska Condominium Act.

Section 3. Eminent Domain.

In the event a Unit or any part of Unit is acquired by eminent domain, Section 76-831 of the Nebraska Condominium Act shall be applicable.

ARTICLE XII. AMENDMENT

Section 1. Amendment by Unit Owners.

There shall be no amendment to these By-Laws unless Owners holding seventy-five percent (75%) or more of the total votes of the Condominium Regime, using the votes set forth in Section 9 of the Master Deed, and 51% or more of the first mortgage holders on all the Units in the Condominium Regime, shall have voted therefore in the affirmative at a special or annual meeting; provided, however, percentage voting requirements contained in these By-Laws shall not be amended by a lesser percentage vote than sought to be amended. Said 51% of the mortgage holders need not be part of the 80% of the Unit Owners.

Section 2. Amendment by Declarant.

Anything contained in these By-Laws or in the Master Deed to the contrary notwithstanding, the Declarant, or his successors, so long as he appoints two (2) out of three (3) of the members of the Board of Administrators of the Association, shall have the right to amend these By-Laws for the clarification hereof or for the benefit of all Unit Owners without the requirement of Unit Owners approval. However, in such event the Declarant must obtain the prior written consent of at least fifty-one percent (51%) of all first mortgagees on all of the Units in the Condominium Regime.

ARTICLE XIII. RECORDS

Section 1. Records and Audit.

The Board of Administrators or the managing agent shall keep detailed records of the actions of the Board of Administrators and the managing agent, minutes of the meeting of the Board of Administrators, minutes of the meetings of Unit Owners, and financial records and books of account of the Association and the Condominium Regime, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of general and limited common element charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association and Condominium Regime shall be rendered by the Board of Administrators to all Unit Owners at least annually. In addition, an annual report of the receipts and expenditures of the Association and Condominium Regime, certified by an independent certified public accountant, shall be rendered by the Board of Administrators to all Unit Owners and to all mortgagees of Units who have requested the same, promptly after the end of each fiscal year.

ARTICLE XIV. MISCELLANEOUS.

Section 1. Notices.

All notices to the Association required herein shall be sent by registered or certified mail to the Board of Administrators c/o the managing agent, or if there is no managing agent, to the office of the Board of Administrators or to such other address as the Board of Administrators may hereafter designate from time to time by notice in writing to all Unit Owners or to all mortgagees of Units.

All notices to any Unit Owner shall be given by mail to his Unit address or to such other address as may have been designated by him from time to time to the Board of Administrators. All notices to mortgage holders, insurers, or guarantors shall be given to such address as may have been designated by said party from time to time to the Board of Administrators. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 2. Services Provided.

The Association shall be responsible for and shall pay for: exterior maintenance of all buildings and maintenance of all general common elements; lawn, tree and shrub care and replacement; snow removal; trash removal; casualty, liability and other insurance coverage required or permitted hereunder. The expense of these services shall be a general common element expense.

Section 3. Invalidity.

The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 4. 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 By-Laws, or the intent of any provisions thereof.

Section 5. Gender.

The use of the masculine gender in these By-Laws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural and the plural, the singular, whenever the context so requires.

Section 6. Nonwaiver.

No restrictions, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches thereof which may occur.

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REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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