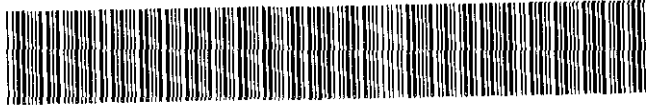


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By <i>[Signature]</i>

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
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DECLARATION AND MASTER DEED OF WHISPERING PINES CONDOMINIUMS

This Declaration and Master Deed of Whispering Pines Condominiums (as the same may be amended from time to time, the "**Declaration**") is made and entered into effective as of this 6th day of June, 2007, by Nebraska Methodist College of Nursing and Allied Health, a Nebraska nonprofit corporation (together with its successors and assigns in interest who succeed to any Special Declarant Rights, including the Development Rights, the "**Declarant**").

WITNESSETH:

WHEREAS, Declarant is the sole record owner of the real estate legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "**Real Estate**"); and

WHEREAS, Declarant is also the sole record owner of certain improvements located on the Real Estate, which include without limitation ten (10) separate apartment and/or town home buildings (each, a "**Major Building**" and collectively, the "**Major Buildings**"), six (6) separate parking garage buildings (each an "**Accessory Building**" and collectively, the "**Accessory Buildings**"), a clubhouse, swimming pool, walkways, storm drains, drainage ways, utilities, driveways, screening walls, plantings, planted trees and shrubs, sidewalks, poles, flags, signs, storage or display areas, loading areas, docks, fountains, water features, facilities and all other structures or improvements of every type and kind located on the Real Estate (together with any replacements, modifications or additions thereto, the "**Improvements**"); and

WHEREAS, pursuant to the terms of the Nebraska Condominium Act, Neb. Rev. Stat. §76-825 et. seq. (the "**Act**"), Declarant does hereby subject the Real Estate and Improvements (the "**Property**") to the condominium form of ownership as "Whispering

Upon recording, return to:
Jacqueline Pueppke
Baird Holm LLP
1500 Woodmen Tower
Omaha, NE 68102

B

Deed

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Pines Condominiums" as provided for in the Act and in this Declaration (hereinafter, the "**Condominium**" or "**Condominium Regime**"), which Condominium Regime shall initially contain the sixteen (16) condominium units identified as units A, B, C, D, E, F, G, H, I, J, K, L, M, N, P and R as shown on the Plans (defined below).

WHEREAS, by virtue of the recording of this Declaration, the Property shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration and the Act and every grantee of any interest in said Property, by acceptance of a deed or other conveyance of such interest, and every Owner (defined below) of any portion of the Property, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of the Act and this Declaration and shall be deemed to have consented to the terms hereof; and

WHEREAS, in furtherance of the plan of condominium ownership and the purposes and intents thereof, Declarant hereby makes this Declaration which shall apply to, govern, control and regulate the sale, resale, or other disposition, acquisition, ownership, use and enjoyment of the Property and does hereby specify, agree, designate and direct that this Declaration and all of its provisions shall be and are covenants to run with the Property and shall be binding on the present owner of the Property and all its successors and assigns and all subsequent owners of the Property, together with their grantees, successors, heirs, executors, administrators, devisees and assigns.

NOW, THEREFORE, Declarant does hereby declare said Property to be a condominium property regime hereunder known as the Whispering Pines Condominiums, under the Act and in furtherance thereof declares and provides:

ARTICLE I CONDOMINIUM UNITS

1.1 The Units. The condominium units shall consist of the physical portion of the Condominium designated for separate ownership or occupancy, the dimensions of which are described in this Article I (the "**Units**") and which are further identified and shall be legally described as shown on the drawings of the Condominium attached hereto as Exhibit "B" and incorporated herein by this reference (the "**Plans**"). The Units shall consist of the ten (10) Major Buildings shown on the Plans as Units A, B, C, D, E, F, G, H, I and J (together with any additional apartment style buildings or town home style buildings that may be constructed from time to time and subjected to this Declaration, the "**Major Building Units**") and the six (6) Accessory Buildings shown on the Plans as Units K, L, M, N, P and R (together with any additional parking garage buildings that may be constructed from time to time and subjected to this Declaration, the "**Accessory Building Units**"), for a total of sixteen (16) Units. Additional Units may, from time to time, be added. The owner of a Unit shall be the individual or legal entity that holds fee simple title to such Unit, including, without limitation, one who is buying a

Unit under a recorded contract, but excluding a Unit Lender (defined below) and others who hold such title merely as security (hereinafter individually, an "**Owner**" and collectively, the "**Owners**"). An Owner shall not include the Occupant (defined below) of an Individual Apartment (defined below) in a Unit.

The ownership of each Unit includes such Unit's undivided interest (the "**Percentage Interest**") in the Common Elements (defined below) and Common Expenses (defined below) allocated to each Unit, as calculated under Article II of this Declaration. Ownership of each Unit and the Percentage Interest in Common Elements shall not be separated. Each Unit may be described by its identifying number or symbol as shown on the Plans and as set forth in this Declaration and shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber or otherwise affect the Owner's corresponding Percentage Interest even though the same is not expressly mentioned or described therein.

1.2 Dimension of Units. The Units and their dimensions are depicted on the Plans. Except as otherwise provided herein, and as otherwise set forth in Article II, which describes the Common Elements, each Unit includes the entire interior and exterior of the Major Building or Accessory Building (as the case may be) that comprises such Unit, including, the concrete slab and the foundation upon which such Unit is situated.

1.3 Further Definition of Units. Included in the Units are systems, equipment, installations and facilities of the Unit which are exclusively used for the benefit of a particular Unit, whether situated within or outside of a particular Unit's boundaries, including, but not limited to all central and appurtenant installations for services such as electrical, power, light, telephone, gas, hot and cold water and heat (including all pipes, valves, wires, cables and conduits used in connection therewith or any replacements thereof) which exclusively service a Unit and all other facilities or fixtures located within or immediately connected to a Unit which exclusively serve or benefit or are necessary for the existence, maintenance, operation or safety of the particular Unit. No Unit shall include any piping, wiring, machinery, equipment or other materials used exclusively by any other Unit.

1.4 Leasing of Units. Each Major Building Unit will contain several individual residential apartments, town homes or dormitory rooms (each, an "**Individual Apartment**" and collectively, the "**Individual Apartments**"). In addition, each Accessory Building Unit will contain several individual private parking garages (each, a "**Private Garage**" and collectively, the "**Private Garages**"). An Owner may lease the *Individual Apartments and Private Garages* to third parties upon the terms and conditions determined by such Owner in its sole discretion. The rights of any tenant or other occupant of an Individual Apartment (each, an "**Occupant**" and collectively, the "**Occupants**") shall be subject to, and shall be bound by, the covenants, conditions and restriction set forth in this Declaration and any additional rules and regulations for such occupancy established by the Association (defined below) or the Owner of the Unit in which such *Individual Apartment* is located; provided, however, that the foregoing shall not impose any direct liability on any Occupant to pay any Common Expenses or

special assessments on behalf of the Owner of the Unit in which the Individual Apartment or Private Garage is located.

ARTICLE II COMMON ELEMENTS

2.1 Common Elements. The common elements of the Condominium Regime shall be all portions of the Condominium other than the Units, including without limitation, the following (hereinafter collectively, the "**Common Elements**"):

(a) The Real Estate upon which the Units are located, including, without limitation, the common access areas shown on the Plans and all sidewalks, walkways, driveways and parking lots.

(b) The swimming pool and the clubhouse depicted as building "S" on the Plans (collectively, the "**Clubhouse**").

(c) Except as may be shown on the Plans, the Common Elements shall include, without limitation, service or utility areas and facilities now or hereafter erected, constructed or installed on or in the Property and any adjacent public right-of-ways that the Association is responsible for maintaining, including without limitation, trees, shrubs, lawns, decorative urns and planters, pavements, sidewalks, storm and water systems, sewage lines, and all utility installations, pipes, wire and conduits and connections for television, electricity, light, water and plumbing and other utilities, except those items that are exclusively within or for the benefit of a particular Unit and not used to service any Unit other than that particular Unit.

(d) All other appurtenances not herein specifically designated which are not within the boundaries of a Unit as delineated in Article I of this Declaration or which are not designated as portions of the Common Elements allocated by this Declaration, the Plans, the Bylaws (defined below) or by the Act for the exclusive use of one or more but fewer than all of the Units (the Common Elements allocated for the exclusive use of less than all of the Units are hereinafter, the "**Limited Common Elements**").

2.2 Undivided Interest in Common Elements. As more fully set forth in 2.2(a), (b) and (c) below, the Owner of each Unit shall own an undivided interest in the Common Elements as a tenant (or tenants) in common with all the other Owners, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for the purposes incidental to the use and occupancy of said Unit, and such other incidental uses as may be permitted by this Declaration, which right shall be appurtenant to and run with such Owner's Unit. Each Owner, by acceptance of the deed to a Unit, expressly agrees to the allocation and reallocation of the Percentage Interest set forth in this Declaration or by exercise of any other Special Declarant Right.

(a) An Accessory Building Unit shall be owned by the Owner of a Major Building Unit in conjunction with the ownership and use of a Major Building Unit, and no individual or entity shall own an Accessory Building Unit unless it also owns a Major Building Unit. Accordingly, because the ownership of an Accessory Building Unit is appurtenant to the ownership of a Major Building Unit, the Percentage Interest in Common Elements for any Accessory Building Unit shall be zero.

(b) Each Major Building Unit's Percentage Interest in Common Elements is set forth on Exhibit "C" attached hereto and incorporated herein by this reference, subject, however, to amendment and recalculation as set forth in Section 2.2(c) below.

(c) The Percentage Interest in Common Elements for each Major Building Unit was originally calculated by the Declarant based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Major Building Units in the Condominium Regime; provided, however, the Declarant shall calculate any reallocation of such Percentage Interests upon the creation of any additional Major Building Units, the destruction without repair and/or restoration of any Major Building Unit, the conversion of Major Building Units into Common Elements or the conversion of Common Elements or Accessory Building Units into Major Building Units.

(d) Each Owner's Percentage Interest in the Common Elements shall also represent such Owner's Percentage Interest in the Common Expenses.

ARTICLE III ASSOCIATION AND BYLAWS, AND ASSESSMENTS

3.1 Creation. Declarant has caused the incorporation of the Whispering Pines Condominium Owners Association, a Nebraska non-profit corporation (the "**Association**"). Pursuant to the Articles of Incorporation of the Association (the "**Articles**") and the Bylaws of the Association (the "**Bylaws**"), the Association has as its purpose the promotion of the health, safety, welfare and enjoyment of the Owners and Occupants of the Condominium, all as is more specifically set forth in this Declaration. Furthermore, the Association shall have all of the powers of a condominium owners association enumerated in the Act.

3.2 General Information. The Association will administer the Condominium pursuant to the terms and conditions set forth in this Declaration and the Bylaws. The fiscal year of the Association shall be the calendar year. The office of the Association shall be located at such location as the Board of Directors of the Association or the Condominium Manager (defined below) shall designate from time to time. The Association shall be required at all times to employ a professional property manager to undertake the duties, responsibilities and obligations of the management of the Association and the Condominium (the "**Condominium Manager**"). All Owners, by virtue of their ownership of a Unit in the Condominium, are automatically mandatory

members of the Association (the "**Members**") and shall be entitled to vote on all matters upon which Members of the Association are entitled to vote, pursuant to this Declaration and in accordance with the Bylaws. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Subject to the provisions of this Declaration and the Articles and Bylaws, the Owner or Owners of each Unit shall be entitled to one (1) vote for such Unit in which the interest required for membership is held. Each Unit is allocated a vote equal in weight to each other Unit. If an Owner shall have, in the sole opinion of the Board of Directors, an unresolved financial delinquency with respect to the Association, such Owner's vote shall not be eligible and shall not be entitled to be cast or counted.

3.2 Meetings and Voting. Annual and special meetings of the Association, including all notice and quorum requirements and voting of the membership shall be set forth in the Bylaws.

3.3 Directors. The business of the Association shall be managed by a Board of Directors comprised of not less than three (3) nor more than five (5) directors (the "**Board of Directors**"). The qualification, election, term, removal, resignation and replacement of each Board member shall be determined in accordance with the Bylaws.

3.4 Director's Meetings. Regular and special meetings of the Board of Directors, including the notice and quorum requirements and voting of the Board of Directors, shall be set forth in the Bylaws.

3.5 Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Act, the Declaration and the Bylaws shall be exercised by the Board of Directors, its duly appointed agents, contractors or employees, subject only to approval by the Owners where specifically required. Compensation of employees of the Association shall be fixed by the Directors. A Director may be an employee of the Association and a contract for management of the Condominium may be entered into with a Director.

3.6 Officers. The executive officers of the Association shall consist of a President, who must also be a Director, a Treasurer, and a Secretary. The Bylaws shall provide for the election, resignation, removal, vacancy, powers, duties and responsibilities of the officers of the Association.

3.7 Assessments.

(a) All Owners of Major Building Units shall be obligated to pay the estimated assessments imposed by the Board of Directors of the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the Common Elements and those Limited Common Elements which are the responsibility of the Association, and the Property owned by the Association, which sum may include, but shall not be limited to: management fees, expenses and liabilities incurred by the Condominium Manager related to management of

the Condominium Regime, taxes and special tax assessments (unless and until separately assessed), snow removal, road and sidewalk repair, premiums for insurance, landscaping and care of grounds, repair, maintenance and replacement of patios and stoops that are not a part of the Units, maintenance and repair costs and operating expenses for the Clubhouse, common lighting, trash and garbage collections, wages, common water and sewer charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Condominium Manager, if any, on behalf of the Owners under or by reason of the Declaration or the Bylaws for the creation of a reasonable contingency, reserve, working capital and sinking funds as well as other costs and expenses relating to the Common Elements or Limited Common Elements which are the responsibility of the Association (hereinafter collectively, the "**Common Expenses**").

(b) The Common Expenses shall be assessed among the Owners in accordance with the Owner's Percentage Interest in the Common Elements or Limited Common Elements as set forth in Article II of this Declaration. Assessments for the estimated Common Expenses of the Association shall be due in advance of the first day of each calendar month or less frequently as may be determined by the Board of Directors.

(c) Each Owner's obligation of payment of assessments shall begin on the day which title to the Unit is transferred to such Owner. In the event the ownership of a Unit, title to which is derived from Declarant, commences on a day other than the first day of the assessment period, the assessment for that period shall be prorated.

(d) Pursuant to the provisions of the Declaration and the Bylaws, the Board of Directors may levy assessments for the purpose of creating a reserve fund to defray the cost of repair or reconstruction of the Improvements in the event of their damage.

(e) The Association, by its Board of Directors, may levy a special assessment against any individual Unit or any Owner for the reasonable expense incurred in the reconstruction or repair to the Common Elements, Limited Common Elements or the individual Unit for damage or destruction caused by the misconduct, negligence or infraction of the published rules and regulations of the Association by the Owner of a Unit or an Occupant of an Individual Apartment in such Unit or their respective guests, invitees, employees, agents or contractors.

(f) The omission or failure to fix the assessment or deliver or mail a statement for any period of time shall not be deemed a waiver, modification or release of the Owner's obligation to pay the same.

(g) The Board of Directors shall, pursuant to Section 76-844(c) of the Act, have the power and authority to assess any Common Expenses benefiting

fewer than all of the Units exclusively against the Units benefited thereby as contemplated in the Act.

(h) Within thirty (30) days after adoption of any proposed budget for the Condominium, the Board of Directors shall provide a summary of the budget to all the Owners, and shall set a date for a meeting of the Owners to consider ratification of the budget, which date shall not be less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all the Owners 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 Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors.

3.8 Owner's Personal Obligation for Payment of Common Expenses. The amount of the Common Expenses assessed by the Association against each Unit shall be the personal and individual debt of the Owner thereof. No Owner may exempt itself from liability for this contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements, the Property owned by the Association or by abandonment of its Unit. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid assessments which remain unpaid for more than ten (10) days from the date for payment thereof. The failure to make payment of any assessments or installment thereof related to any Unit before the tenth (10th) day after the due date shall constitute a default and such Owner shall: (a) pay a late charge of five percent (5%) on the outstanding balance and (b) all amounts that are delinquent shall bear interest from the due date at a rate equal to sixteen percent (16%) per annum or the maximum interest rate allowed by law, whichever is less, and all costs and expenses incurred by the Board of Directors or its authorized representative in the collection of the amounts, including reasonable attorneys' fees and costs, shall be part of the assessment past due and the full assessment shall be a lien against such Unit. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing the lien nor shall such suit be construed to be a waiver of the lien.

3.9 Association Lien for Non-Payment of Common Expenses.

(a) All sums assessed by the Association but unpaid for the share of Common Expenses chargeable to any Unit shall constitute a lien on such Unit superior to all other liens and encumbrances, except for (i) taxes and special assessment liens of the Unit in favor of any assessing entity and (ii) all sums unpaid on a Unit Mortgage (defined below) of record, including all unpaid obligatory sums as may be provided by such encumbrances. To evidence such lien, the Board of Directors shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of the accrued interest and late charges thereon, the name of the Owner of the Unit and a description of the Unit. Such notice of lien shall be signed by one of the members of the Board of Directors or by one of the officers of the Association on behalf of the Association and shall be recorded in the Office of the Register of Deeds of Douglas County, Nebraska. Such lien shall attach and be effective

from the due date of the assessment until all sums, with interest and other charges thereon, shall have been fully paid.

(b) Such lien may be enforced by the foreclosure of the defaulting Owner's Unit by the Association in the manner of a mortgage on real property upon the recording of a notice of claim thereof. In any such proceedings, the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien, and in the event of foreclosure, all additional costs, all expenses and reasonable attorney's fees incurred. The Owner of the Unit being foreclosed shall be required to pay the Association the monthly assessment for the Unit during the period of foreclosure, and the Association shall be entitled to a receiver during foreclosure. The Association shall have the power to bid on the Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey and otherwise deal with the same.

(c) Any Unit Lender (defined below) holding a lien on a Unit may pay, but shall not be required to pay, any unpaid Common Expenses payable with respect to such Unit, and upon such payment, such Unit Lender shall have a lien on such Unit for the amount paid of the same rank as the lien of its mortgage or encumbrance without the necessity of having to record a notice of claim of such lien. The Association shall report to the Unit Lender of a Unit any assessments remaining unpaid for longer than sixty (60) days after the same are due; provided, however, that a Unit Lender shall have furnished to the Association notice of its encumbrance.

(d) The recorded lien may be released by a release of lien signed by one of the members of the Board of Directors or by one of the officers of the Association on behalf of the Association and recorded in the Office of the Register of Deeds of Douglas County, Nebraska.

(e) Notwithstanding any of the foregoing provisions, any Unit Lender that obtains title to a Unit pursuant to the remedies set forth in its mortgage or deed of trust shall take title to the Unit free and clear of all Common Expense assessments levied thereon prior to such transfer of title and free and clear of all liens created as a result of such assessments.

3.10 Ascertainment of Unpaid Common Expenses. The Owners and their Unit Lenders, prospective mortgagees or prospective grantees, upon ten (10) days written notice to the Board of Directors and upon payment of a reasonable fee, shall be furnished a statement of their account. The statement of account shall include the amount of any unpaid Common Expenses, the amount of the current assessments, the dates that assessments are due, the amount for any advanced payments made, prepaid items such as insurance policy premiums and reserves therefor and any deficiencies in reserve accounts. Such statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request shall be complied with within twenty (20) days after receipt of such written request, all unpaid Common

Expenses which become due prior to the date of such request will be subordinate to the rights of the Unit Lender requesting such statement.

3.11 Financial Statements. The Board of Directors of the Association may hire an accounting firm to prepare audited financial statements for each fiscal year if it elects to have audited financial statements, or may prepare or have prepared unaudited financial statements. The financial statement for the proceeding fiscal year shall be available to the holder, insurer, or guarantor of any Unit Mortgage on submission of a written request therefore. The financial statements must be available within one hundred twenty (120) days of the Association's fiscal year end.

ARTICLE IV MAINTENANCE

4.1 Maintenance of Units by the Owner.

(a) Except as provided in Section 4.2, each Owner shall have the obligation to maintain, keep attractive, keep in good repair, and replace (subject to applicable and available insurance proceeds) all portions of the Unit and any Limited Common Elements exclusively allocated to such Unit and to comply in all respects with all government, health, fire and police requirements and regulations and all covenants, conditions and restrictions set forth in this Declaration or in the Development Standards (defined below). Further, each Owner shall maintain all exterior building walls of a Unit and all other exterior surfaces of a Unit in good condition and repair, and promptly replace all broken or damaged exterior glass. An Owner shall promptly remove any graffiti on any portion of such Owner's Unit.

(b) Notwithstanding the maintenance obligations described in Section 4.1(a), Declarant hereby reserves the right, in its sole discretion, to demolish any Unit owned by Declarant or one of its affiliates, even if such Unit has not been damaged by fire or other casualty. For purposes of this Section 4.1(b), Declarant's affiliates shall mean any corporation, limited liability company or other entity that controls, is controlled by or is under common control with Declarant (hereinafter, a "**Declarant Affiliate**").

4.2 Maintenance of Common Elements and Limited Common Elements by the Association. The Association shall maintain, keep in good repair and upkeep, and replace (subject to available insurance proceeds), as a Common Expense assessed in accordance with this Declaration, all of the Condominium property not required to be maintained and kept in good order by an Owner and as otherwise set forth in this Section. The Association shall, by way of explanation and not limitation, be responsible to maintain, keep attractive, keep in good repair and replace all of the Common Elements. In the event the need for maintenance, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner or an Occupant or their respective family, guests, lessees, or invitees, then, the Association shall give the Owner written notice of the repair, replacement or maintenance work needed and an estimated cost to accomplish such repair,

replacement or maintenance work. The Owner shall have fifteen (15) days within which to pay the Association such estimated costs, and in the event of a failure to pay, such costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Unit. Despite any provision herein contained to the contrary, the Association shall not be liable for injury or damage to any person or property: (i) caused by the elements or by any Owner or by any other person; (ii) resulting from any rain, water, snow or ice which may leak or flow from any portion of the Common Elements; or (iii) caused by the leaking, failure or disrepair of any pipe, plumbing, drain, conduit, appliance, equipment or utility lines or facilities, the responsibility for the maintenance of which belongs to the Association.

4.3 Failure to Maintain. If the Board of Directors determines that any Owner has failed or refused to discharge its obligations with regard to the maintenance, repair, upkeep or replacement of any items for which it is responsible hereunder, including, but not limited to, a failure to maintain, repair or replace a condition which may increase the possibility of fire or other loss or damage to the Condominium, then the Association shall provide the Owner with written notice specifying the nature of the maintenance, repair or replacement and the estimated costs thereof with reasonable particularity (except no notice shall be required in an emergency situation in which case the Association may proceed immediately). The Owner shall have fifteen (15) calendar days to complete any such repairs, maintenance or replacements; provided, however, the Owner shall have more than fifteen (15) days if such performance cannot reasonably be completed within fifteen (15) days and the Owner is diligently pursuing the completion. In the event the Owner fails, neglects or refuses to repair, maintain or replace any such items within fifteen (15) days after the receipt of the notice, then the Association, through its Board of Directors, shall have the right to cause the repairs, maintenance or replacements to be made, and the Owner shall, within thirty (30) days after the completion of such work, reimburse the Association. In the event any such repairs or replacements are to the Common Elements the Association shall complete all such work, and the Owner responsible for such repairs, maintenance or replacements shall have thirty (30) days after demand is made to reimburse the Association. Any costs incurred by the Association under this Section shall be special assessments and shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Owner's Unit.

ARTICLE V COVENANTS AND RESTRICTIONS

5.1 No Partition of Common Elements. As long as the Property is subject to the provisions of the Act, the Common Elements shall remain undivided, and no Owner or Owners shall bring any action for partition or division of the Common Elements. Any agreement to the contrary shall be null and void; provided, however, nothing herein contained shall prevent partition of a Unit as between any persons who are Co-Owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind.

5.2 No Severance of Ownership. No Owner shall execute any deed, mortgage, lease or other instrument affecting title to its Unit without including therein both its interest in the Unit and its corresponding Percentage Interest in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other, shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

5.3 Permitted Uses - Units. Other than the Special Declarant Rights carried on by the Declarant or its assigns, agents or successors, the Units shall be restricted to residential apartment, town home, college dormitory housing uses and related housing and student uses, and may not be used for any other purpose. Nothing in this Section 5.3 is intended to prohibit an Owner of a Unit or any Occupant of an Individual Apartment in a Unit from keeping his personal business or professional records or accounts therein, or handling his personal business calls or correspondence therefrom.

5.4 Prohibited Uses - All Units, Common Elements and Limited Common Elements. In addition to all restrictions now existing against said Property and all Improvements now or hereafter constructed thereon, the use, occupancy and operation of the Units, Common Elements and Limited Common Elements are hereby expressly restricted as follows:

(a) Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit or on any other portion of the Condominium; provided, however, that the Owner of any Major Building Unit may determine in its sole discretion to allow the Occupants of the Individual Apartments in such Major Building Unit to keep dogs, cats, or other household pets in such Major Building Unit, so long as they are not kept, bred, or maintained for any commercial purposes. In the event an Owner allows such pets in a Major Building Unit, then each Occupant of an Individual Apartment shall be permitted to have no more than two (2) pets, such as one dog and one cat, two cats, or two dogs, provided, however, that no pit bull terriers or rottweilers shall be allowed in any case. No one pet shall be allowed which weighs more than thirty-five (35) pounds, and no combination of pets shall be allowed in any Individual Apartment which total more than forty-five (45) pounds. In the event that any amendments are made to this Declaration which further restrict the keeping of pets, all pets that had existed at the time of such amendment shall be allowed to remain in the Individual Apartment, provided, however, that no replacement pets acquired after the date of the amendment shall be allowed if they violate any such amendment. All pets must be kept on a leash and each Occupant shall be responsible for cleaning up any waste or mess made by the pet. Any damage done by pets including dragging chains, digging, scratching or chewing, shall be the responsibility of the owner of such pet, including, but not limited to, any damage done to landscaping. The Association shall have the right to require removal of pets in the individual cases where such pets are or become legal nuisances and unreasonably disturb the quiet enjoyment of the Major Building Units by the Owners or the other Occupants. The Association may levy a \$25.00 per incident

charge for any pet waste that is not promptly cleaned up by the owner of such pet.

(b) Antennas. No television antenna or radio receiver, satellite dish, or other similar device shall be attached to or installed on any portion of the Property, unless contained entirely within the interior of a Unit, or on the roof of the Unit. No radio or television signals, nor any other form of electromagnetic radiation shall be permitted to originate from any Unit which may unreasonably interfere with the reception of television or radio signals within the Condominium Regime; provided, however, that Declarant and the Association shall not be prohibited from installing equipment necessary for the operation of any master antenna, security, cable television, mobile radio, or other similar systems within the Condominium Regime.

(c) Vehicles, Etc. No vehicles shall be parked on the Common Elements, other than in striped or otherwise identified parking spaces, and no vehicle repairs, other than emergency repairs or repairs of a minimal nature needed to be performed to move a vehicle off the Property, shall be allowed on the Property. No vehicles shall be parked or stored on blocks or other such devices on the Common Elements or any other portion of the Condominium Regime. No vehicles shall be parked so as to obstruct the fire lanes or roadways as may exist within the Condominium. The Association is expressly authorized to tow away, at an offending Owner's or Occupant's expense, any vehicle which is in violation of this Section, or which is placed on the Property in violation of the rules and regulations governing parking as may be adopted by the Board of Directors. No boats, boat trailers, campers, canoes, recreational vehicles, vehicles used primarily for recreational purposes, vehicles primarily used for commercial purposes, or vehicles with commercial writings on their exterior shall be stored, allowed to remain, or parked on any portion of the Condominium, except (i) in an area, if any, designated by the Board of Directors, (ii) for commercial vehicles driven by Occupants in the course of their employment or (iii) as otherwise permitted by the Association's Board of Directors. The Board of Directors shall have the right to designate areas within the Common Elements for the parking of motorcycles and bicycles.

(d) Signs. Except as placed or erected by (i) the Association or (ii) the Owner of a Major Building Unit to identify itself as the Owner of such Major Building Unit, no signs, billboards or objects shall be erected, placed, or permitted to remain on the Property, nor shall such Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Unit.

(e) Miscellaneous Prohibited Uses. No Unit shall be occupied, operated or maintained in an unsanitary or hazardous condition.

5.5 Security and Frozen Pipes. Should a Unit or any Individual Apartment within a Unit become vacant, the Owner is responsible for securing the Unit or vacant

Individual Apartment while it is unoccupied, including engaging all locks, providing security lighting, and heating the interior sufficient to keep pipes from freezing. Insurance claims or costs incurred by the Association or the Board of Directors for frozen pipe damage in an unheated Unit, apartment or townhome may be offset by a special assessment levied against the Unit in an amount equal to the damage claim.

5.6 Unightly Appearances. No offensive or unsightly appearance shall be maintained or allowed to exist on those portions of any Unit visible from the exterior of the Condominium or Common Elements. All equipment, garbage cans, and storage areas shall be kept in a manner so as to conceal them from view of neighboring Units and streets, unless otherwise authorized by the Association's Board of Directors; provided, however, exterior personal patio furnishings, such as chairs, located within an Individual Apartment's balcony, patio, porch, terrace, or deck shall be permissible, subject to the rules and regulations of the Association. Provided further, however, that nothing shall be permitted which in the opinion of the Association's Board of Directors jeopardizes the structural integrity of any deck or other part of the Condominium, or which presents risk of damage to the Unit or to adjacent property.

5.7 Acts Affecting Others. An Owner shall not permit or suffer anything to be done or kept in its Unit which will obstruct or interfere with the rights of other Owners.

5.8 Trash Containers and Collection. No garbage or trash shall be placed or kept on the Condominium except in covered containers of a type, size and style which are approved by the Association. The Association shall have the right to adopt and promulgate rules and regulations regarding garbage, trash, trash containers and collection. The Association shall have the right to require all Owners to place trash and garbage in containers located in areas designated by the Association. No incinerators shall be kept or maintained in any Unit. All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. If trash dumpsters are used to facilitate trash, rubbish and garbage removal, all such trash, rubbish and garbage shall be placed therein for removal from the Property.

5.9 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon the Condominium except such machinery or equipment as is usual and customary in connection with (a) the Association's maintenance, operation, repair or replacement of the Common Elements or (b) an Owner's repair, renovation or reconstruction of a Unit.

5.10 Lawful Use. No improper or unlawful use shall be permitted on any part of the Condominium. All valid laws, zoning ordinances, and regulations of all government bodies having jurisdiction over the Condominium shall be observed. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Declaration.

5.11 Nuisances and Offensive Activity. No Owner, Occupant, or their respective licensees, guests, employees, agents or contractors shall create, operate or cause to exist a nuisance within the Condominium Regime, or use any portion of the Condominium Regime for any activity or purpose which is considered by the Board of

Directors, in its sole and absolute discretion, to be objectionable due to sound, odor, visual effect or physical impact and which in the opinion of the Board of Directors will disturb or tend to disturb other Owners or Occupants in the Condominium, or which is deemed by the Board of Directors to constitute a nuisance. Included among the uses or activities prohibited because of their detrimental effect upon the general appearance, enjoyment and use of the Condominium are, without limitation, the following:

- (a) Any public or private nuisance;
- (b) Any vibration, noise, sound or disturbance that is objectionable due to intermittence, beat, frequency, shrillness, loudness or pulsating effect;
- (c) Any lighting which is flashing or intermittent or is not focused downward or away from any Unit within the Condominium, unless otherwise approved by the Board of Directors;
- (d) Any air pollution, including without limitation any dust, dirt, mold, microbials or other environmental pollutants in excessive quantities; and
- (e) Any emission of excessive, offensive, or noxious odors.

No exterior speakers, horns, whistles, bells or other sound devices except security or other emergency devices used exclusively for security or emergency purposes shall be located, used or placed on or in the Condominium.

ARTICLE VI EASEMENTS AND LIMITED COMMON ELEMENTS

6.1 Encroachments. In the event that, by reason of construction, settlement or shifting of any Unit or other structure, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or if by reason of the design or construction of any Unit it shall be necessary to an Owner to use or occupy, for normal uses and purposes, any portion of the Common Elements, consisting of an unoccupied space within the Property and adjoining its Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of such Unit shall remain standing; provided, however, that in no event shall a valid easement for an encroachment be created in favor of any Owner or in favor of the owners of the Common Elements if such encroachment occurred because of the willful conduct of said Owner or the owners of the Common Elements, as the case may be. In the event any Unit or other structure is partially or totally destroyed and then rebuilt, minor encroachments on part of the Common Elements because of construction shall be permitted and valid easements for said encroachment and the maintenance thereof shall exist.

6.2 Limited Common Elements. Unless the context of this Declaration otherwise requires, Limited Common Elements shall be as provided in the Act and assigned and allocated exclusively to the Units so served. The Board of Directors shall be expressly empowered and authorized to allocate parking spaces shown on the Plans exclusively to a Unit, which if allocated, shall be deemed to be a Limited Common Element appurtenant to such Unit. Allocation of such parking spaces as a Limited Common Element may be done by establishing on the Plans or amendment thereto adopted by the Board of Directors, the Unit's identifying number as respects any such assigned or allocated parking space. The Board of Directors shall not have any rights or authority to reassign or reallocate any parking space without the prior written consent of the Owner affected thereby.

6.3 Easement to Owners. Except as to the use of any Unit or Limited Common Elements that are assigned and allocated to any Unit or that are assigned and allocated exclusively to any other Unit, perpetual easements are hereby established for all Owners, their Occupants, guests, invitees, employees, agents, contractors and mortgagees for the use and enjoyment of all Common Elements, subject to such rules and regulations as may from time to time be established by the Association. Except for the rights of the Declarant herein, no Owner of a Unit shall have any right to access, occupy or use any Limited Common Elements exclusively assigned and allocated to any other Unit.

6.4 Utility Easements. Easements as shown on the Plans or as may be hereafter established by the Association are established and dedicated for sewers, electricity, television, water, telephone, security systems, and all other utility purposes, including the right to install, lay, maintain, clean, repair and replace water mains and pipes, sewer lines, drainage pipes and conduits, television wire and equipment, telephone wire and equipment, and electrical wires and conduits, security wires or equipment over, under, along and across any portion of the Common Elements.

6.5 Easements in Gross. The Property shall be subject to a perpetual easement in gross to the Association, its successors and assigns, for ingress and egress, to perform its obligations and duties as required by this Declaration. Should it be necessary to enter any Unit to repair a Common Element or Limited Common Element or to cure an Owner's default as set forth in Article VIII of this Declaration, the employees, agents, contractors, subcontractors, or workmen shall be entitled to entrance during reasonable hours with 24 hours prior written notice, unless it is reasonably believed by the Board of Directors that an emergency exists which requires such entrance without advanced notice, by exhibiting to the Owner of a Unit or the Occupant of an Individual Apartment in such Unit, an order signed by any member of the Board of Directors or signed by the Condominium Manager.

6.6 Granting of Easements. The Association, acting through the Board of Directors, shall have the power to grant rights and restrictions in the Common Elements, such as the rights to grant utility easements, licenses, or similar rights, including easements for cable television, under, through or over Common Elements as may be

reasonably necessary to or desirable for the ongoing development or operation of the Condominium.

6.7 Easements in Units. To the extent that any utility line, pipe, wire or conduit serving any Unit shall be wholly or partially within the boundaries of another Unit, such other Units shall be burdened with and there hereby is reserved and created an easement for the use, maintenance, repair and replacement of such utility line, pipe, wire or conduit, such easement to run to the benefit of the Unit or Units served by the same.

6.8 Condominium Management Office. The Association, shall have an easement for the maintenance and use of a condominium management office in the Clubhouse on the Property. By execution hereof, the Declarant does hereby specifically reserve and grant an easement to the Association and its duly authorized agents, representatives and employees for the use of the Clubhouse as a condominium management office.

6.9 Easement for Improvements. Declarant shall have and does hereby reserve a transferable easement on and over the Common Elements for the purpose of making improvements contemplated by this Declaration on the Property, and for the purpose of doing all things reasonably necessary and proper in connection therewith. Furthermore, Declarant hereby reserves an easement on and over the Common Elements for the purpose of making such improvements to the Common Areas as Declarant, in its sole discretion, deems necessary to promote the safety and welfare of the Occupants of the Apartments Units who are Declarant's students, including without limitation, the installation of safety lighting, emergency telephones and walking paths to connect the Property to the Declarant's adjacent college campus.

6.10 Effect of Easements. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on the Declarant, its successors and assigns, and any Owner, future purchaser of a Unit, mortgagee, Occupant or other person having an interest in any portion of the Property herein described, whether or not such easements are maintained or described in any deed of conveyance.

6.11 Restoration of the Condominium. The benefited party of any easement granted hereunder shall have the duty and obligation to repair and restore the servient portion of the Condominium to the condition which existed prior to the exercise of such easement rights.

6.12 Signage. Declarant hereby grants to the Association the right to install and maintain a sign at all entrances to the Condominium which identifies the Condominium Regime. The Association shall also have the right to install directional signage, Unit identification signage and parking regulatory signage as it deems reasonably necessary in the Condominium.

ARTICLE VII
ARCHITECTURAL CONTROL AND REGULATION OF IMPROVEMENTS

7.1 Architectural and Development Standards. The Board of Directors shall create architectural and development standards to govern the exterior appearance of the Units as well as the appearance and maintenance of the Common Elements (the "**Development Standards**").

7.2 Approval of Plans.

(a) Approval Required. No material modifications or renovations shall be made to the exterior of a Unit (hereinafter, a "**Material Modification**") until three (3) sets of the plans and specifications that accurately describe the exterior appearance or functional characteristics of said Unit (the "**Modification Plans**"), have been submitted to and approved in writing by the Board of Directors. As a means of defraying its expenses, the Board of Directors may institute and require a reasonable filing fee to accompany the Modification Plans for each Material Modification submitted. As used herein, the term Material Modification includes, but is not limited to, any change in the exterior siding materials, exterior colors, visible roofing materials or any other exterior modification of a Unit that materially changes the exterior appearance of such Unit.

(b) Governmental Regulations. All Modification Plans for approval of a Material Modification submitted to the Board of Directors shall comply with any and all laws, rules, regulations or ordinances applicable to the Property which have been promulgated by any local, state, federal or other governmental agency or authority.

(c) Basis for Approval. The Board of Directors shall not unreasonably withhold its approval of the Modification Plans submitted to it; provided, however, that the Board of Directors shall have the right to disapprove the Modification Plans submitted to it, whether a preliminary or final submittal, if any part of such Modification Plans is:

- (i) not in accordance with this Declaration or the Development Standards;
- (ii) incomplete;
- (iii) not in compliance with relevant approval requirements or regulations of local, state, federal or other governmental agencies;
- (iv) deemed by the Board of Directors to be contrary to the best interests of the Condominium or the Owners; or
- (v) incompatible with the architectural style, quality or aesthetics of existing Improvements or development plans for proposed Improvements, based in part on (A) conformity and harmony of external

design with the other Units; (B) effect of location of the proposed Material Modification on the other Units within the Condominium; and (C) conformity of the Modification Plans to the purpose and general plan and intent of this Declaration.

(d) Time for Decision. The Board of Directors shall approve or disapprove the Modification Plans within thirty (30) days from the receipt thereof. If the Board of Directors fails either to approve or disapprove such Modification Plans within said 30-day period, then it shall be deemed that the Board of Directors has approved the Modification Plans; provided, however, that such Modification Plans shall in all respects comply with the terms of this Declaration. At least one set of the Modification Plans shall, with the approval or disapproval endorsed thereon, be returned to the submitting person and one set shall be retained by the Board of Directors for its permanent files.

(e) Time for Commencing. Upon receipt of approval from the Board of Directors pursuant to this Section and upon receipt of all required governmental permits and approvals, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of the approved Material Modifications. In all cases, work shall be commenced within six (6) months of the date of such approval, or the approval given or deemed given pursuant to this Article shall be deemed revoked unless the Board of Directors, upon request made prior to the expiration of said 6-month period, extends the time for commencing work by written notice to the Owner, which may not be unreasonably withheld, conditioned or delayed.

(f) Completion of Work. All Material Modifications approved under this Section 7.2 shall be undertaken and pursued diligently to completion, but in any event shall be completed within eighteen (18) months after the date of approval by the Board of Directors; provided, however, that the time for completion shall be extended for any period that such completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, natural calamities or other similar supervening forces beyond the control of the Owner or its employees, agents or contractors. Failure to comply with this Subsection 7.2(f) shall constitute a breach of this Declaration and subject the defaulting party or parties to all enforcement procedures set forth herein or any other remedies provided by law or in equity.

(g) Disclaimer of Liability. Neither the Board of Directors nor any member thereof, nor any agents, officers or employees of the Board of Directors shall be liable in any way for any damage, loss or prejudice suffered or claimed by an Owner or any other person or entity submitting Modification Plans for approval, except to the extent of actual damages arising directly from the bad faith acts or intentional misconduct thereof. Any person or entity submitting Modification Plans for approval shall forever defend, indemnify and hold the Board of Directors and the members thereof, and the employees, officers and agents of each, harmless from all damage, loss or liability (including reasonable

attorneys' fees) suffered or claimed by any third party on account of (i) any defects in any Modification Plans, specifications or other documentation submitted or revised or approved in accordance with the foregoing provisions, or for any structural or other defects in any work done according to such Modification Plans, specifications or other documentation; (ii) the approval or disapproval of any Modification Plans, whether or not defective; or (iii) the construction or performance of any work, whether or not pursuant to approved Modification Plans, except to the extent of actual damages arising directly from the bad faith acts or intentional misconduct of the Board of Directors or any member thereof, or any agents, officers or employees of the Board of Directors.

(h) No Representations or Warranties. In no event shall an approval by the Board of Directors of any Modification Plans, or any written or oral statements made by the Board of Directors or any officer or employee of the Association, be deemed to constitute in any way any representations or warranties of any kind, express or implied, with regard to the Modification Plans, including without limitation representations or warranties regarding compliance with zoning, subdivision and land use laws, or compliance with any other applicable codes, regulations and laws, or with regard to fitness for a particular purpose.

(i) Presumption of Compliance; Estoppel Certificate. The foregoing notwithstanding, after the expiration of one (1) year from the date the Board of Directors receives from an Owner either (i) a copy of the certificate of occupancy issued by the applicable governmental authority for any Material Modifications or (ii) after a Material Modification has been completed by an Owner and said Owner has delivered a valid notice of completion with respect to such Material Modification to the Board of Directors, then said Material Modification shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with the provisions of this Article VII unless a notice of non-compliance or non-completion with respect thereto has been executed by the Board of Directors and recorded in the office of the Register of Deeds of Douglas County, Nebraska or unless legal proceedings shall have been instituted to enforce compliance or completion with respect to said Material Modification.

(j) Approval Cannot be Assigned. Any approvals given pursuant to this Article VII shall be personal to the Owner submitting the Modification Plans and cannot be assigned or transferred by such Owner without the prior written consent of the Board of Directors, which shall not be unreasonably withheld. Without such consent, any subsequent Owner of a Unit for which a previous Owner has obtained approval of any Modification Plans shall submit new Modification Plans pursuant to this Section 7.1 for review and approval as though no prior approvals had been received from the Board of Directors with respect to such Unit.

7.3 Variances. The Board of Directors is hereby authorized and empowered to grant variances for Material Modifications or uses within the Condominium prohibited

or regulated by this Declaration or the Development Standards and further to grant reasonable requests for relief from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein. Notwithstanding the foregoing, the Board of Directors shall not grant such a variance to any Owner unless:

- (a) such Owner has obtained all necessary governmental approvals;
- (b) the construction of the Material Modifications to a Unit or the uses which are called for under the request for the variance shall be consistent in design, character, appearance and quality of construction with the other Units and uses within the Condominium;
- (c) the variances do not materially injure, in the judgment of the Board of Directors, any of the Units or Common Elements within the Condominium; and
- (d) the construction of the Material Modification to the Unit and/or the uses called for under the request for variance are otherwise subject to and conform with all applicable laws, ordinances, rules and regulations, including, but not limited to, zoning regulations of any governmental agency or political entity having jurisdiction over the Condominium.

No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other person or portion of the Property, and the grant of a variance shall not obligate the Board of Directors to grant other variances. In addition to the variance powers provided herein, the Board of Directors shall be empowered to issue from time to time reasonable interpretations of the intent of the provisions of this Declaration or the Development Standards, which interpretations shall not constitute variances from the provisions of this Declaration, but shall be designed to further the implementation of this Declaration in a manner consistent with its provisions.

7.4 Maintenance During Construction. All construction activities of any kind on any portion of the Property shall be governed by the provisions of this Subsection and corresponding provisions in the Development Standards. All construction activities shall be carried out in an orderly and timely manner and all partially completed Improvements shall be kept in an orderly condition during construction. If the provisions hereof conflict with the provisions of the Development Standards with respect to construction activities, the more restrictive provision shall control. Any repairs or replacements to the Common Elements, including any Limited Common Elements, necessitated by an Owner's construction shall be performed by a contractor approved by the Board of Directors. The Association may require that such contractor furnish a performance and labor and materials payment bond as a condition of such approval.

ARTICLE VIII ENFORCEMENT OF DECLARATION

8.1 Rights of Action. The Association and any aggrieved Owner shall hold a right of action against any Owner who fails to comply with the provisions of this Declaration or the decisions made by the Association. Owners shall have a right of action against the Association for violation of the Declaration.

8.2 Enforcement. In the event any Owner fails or refuses to perform any obligation of such Owner under this Declaration, the Association shall notify the Owner of such default. In the event such Owner does not correct such default within thirty (30) days after receipt of such notice, the Association may, but shall not be obligated to, cure such default, and the cost thereof, together with an overhead charge of 10% of the cost of such cure, shall be paid by such Owner to the Association upon demand. Such costs shall be a lien upon the Owner's Unit (or Units) in the same manner as an assessment for Common Expenses as provided in Article III hereof. In addition to the foregoing, upon a violation or breach of any of the covenants, conditions, reservations, and restrictions set forth herein, the Association shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure promptly to enforce any of the covenants, conditions, reservations and restrictions contained herein shall not bar their enforcement or be deemed a waiver of any future violations. Upon the failure or refusal of the Association to enforce any of the covenants, conditions, reservations and restrictions set forth herein, any Owner shall have the right, but not the obligation, to proceed at law or equity to compel compliance therewith or to prevent or enjoin any actual or threatened violation or breach of the same.

8.3 Other Enforcement Actions. In addition to the foregoing remedies, the Association may commence an action for damages, declaratory judgment, injunctive relief or specific performance against any Owner due to any breach by such Owner of any covenant or obligation in this Declaration.

ARTICLE IX INSURANCE AND CONDEMNATION

9.1 Insurance Maintained by Owners.

(a) Each Owner shall maintain property insurance on its Unit insuring against all risk of direct physical loss commonly insured against in an amount equal to the maximum insurable replacement value of such Unit, as determined by the Owner of such Unit; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a property policy. Each Owner shall also maintain comprehensive general liability insurance affording coverage for bodily injury and property damage occurring within its Unit

with a combined single limit for bodily injury and property damage in the amount of at least \$2,000,000.00.

(b) The insurance proceeds of any loss covered by property insurance obtained by an Owner on its Unit (or Units) shall be payable to the Owner or its Unit Lender in accordance with the terms of such Unit Lender's deed of trust or mortgage covering such Unit or Units.

(c) In the event all or any portion of an individual Unit is destroyed, the Owner shall, within thirty (30) days thereafter, elect whether to repair and/or reconstruct the Unit, and the Owner shall notify the Association of Owner's election. In the event Owner elects to repair and/or reconstruct the Unit, Owner shall commence such work promptly and shall complete the same with reasonable diligence. Repair and/or reconstruction of such Unit means restoring the insured Unit to substantially the same condition in which it existed prior to the fire or other disaster. Any Material Modification of the Unit as a result of such reconstruction must be approved by the Board of Directors prior to construction as provided in Section 7.2 hereof. In the event the Owner elects not to repair and/or reconstruct the Unit, the Owner shall promptly take reasonable actions to ensure that such Unit does not constitute a hazardous or dangerous condition to other persons or Improvements in the Condominium Regime and shall have such Unit demolished and all debris from such demolition removed from the Property within six (6) months from the date of destruction and any excavations properly refilled and compacted with clean fill to match adjacent grades. In addition, such Owner's Percentage Interest in the Common Elements shall be reallocated to the remaining Units in accordance with Section 2.2 hereof as of the date that the Owner notifies the Association of its election not to repair and/or reconstruct such Unit.

(d) An Owner's failure to take any of the actions described in Section 9.1(c) above, including notifying the Association of its election of whether to repair or reconstruct a Unit, shall be a violation of its obligations under this Declaration. In the event of such violation, the Association may exercise all rights and remedies set forth in Article VIII of this Declaration.

9.2 Insurance Maintained by the Association.

(a) Commencing upon the date of the creation of this Condominium, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

(i) Property insurance on the Common Elements and Limited Common Elements insuring against all risk of direct physical loss commonly insured against in an amount equal to the maximum insurable replacement value of the Common Elements and Limited Common Elements, as determined by the Board of Directors; provided, however, that the total amount of insurance after application of any deductibles shall

not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a property policy.

(ii) Comprehensive general liability insurance affording coverage for bodily injury and property damage with a combined single limit in an amount determined by the Board of Directors, but in no event less than \$2,000,000.00. The policy shall cover the Association, the Association's Board of Directors and the officers of the Association, committee members, all agents and employees of the Association and all Owners, Occupants for occurrences commonly insured against, arising out or in connection with the use, ownership or maintenance of the Common Elements, Limited Common Elements, or other portion of the Condominium which the Association has the responsibility to maintain and shall also include hired automobile and non-owned automobile coverage with cost liability endorsements to cover liabilities of the owner.

(iii) Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association or the Owners.

(iv) The insurance policies purchased by the Association, to the extent reasonably available, shall contain the following provisions:

(A) Each Owner shall be an insured under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or its membership in the Association.

(B) There shall be no subrogation with respect to the Association, its agents, servants, and employees, or with respect to the Owners and members of their household. Each party hereby waives, releases and discharges any right of subrogation against the other for any loss arising out of damage to or destruction of all or any portion of the Property or contents thereof when such loss is caused by any perils included within either party's insurance provisions.

(C) No act or omission by any Owner, unless acting within the scope of its authority on behalf of the Association, shall void the policy or be a condition to recovery on the policy.

(D) The coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased separately by Owners or their mortgagees or beneficiaries under deeds of trust.

(v) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners.

(vi) Statement of the name of the insured as Whispering Pines Condominium Association, for the use and benefit of the individual Owners (designated by name if required by the insurer).

(vii) For policies of hazard insurance a standard mortgagee clause providing that the insurance carrier shall notify the Unit Lenders named in the policy at least ten (10) days in advance of the effective date of any reduction or cancellation of the policy.

(viii) "Agreed Amount" and "Inflation Guard" endorsements.

It shall be the duty of the Board of Directors at least annually to conduct an insurance review to determine if the policies in effect are adequate to meet the need of the Association and to satisfy the requirements of this Declaration and the Act. Such responsibility may be performed and shall be deemed reasonably performed, by the Condominium Manager requesting the Association's insurance agent to verify that the insurance policies in existence meet the needs of the Association as set forth herein and satisfies the requirements of this Declaration and the Act. In all events, each Owner shall have the right to obtain additional coverage for such improvements, or betterments or personal property within the Unit at its own expense. Each policy may contain reasonable deductibles and the amount thereof shall be added to the face amount of the policies in determining whether the insurance equals at least full replacement cost.

(c) An insurer that has issued an insurance policy under this Article which covers the Association and the Owners shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner or Unit Lender. Any insurance obtained by the Association pursuant to this Article may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each Unit Lender that is listed as a scheduled holder of a Unit Mortgage in the insurance policy.

(d) Premiums for all insurance obtained by the Association pursuant to this Article shall be Common Expenses and shall be paid for by the Association.

(e) Any loss covered by property insurance obtained by the Association in accordance with this Article shall be adjusted with the Association and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. The Association is empowered to act on behalf of the Owners as attorney-in-fact to conduct any negotiation, settlement or pursuit of insurance proceeds due under insurance obtained by the Association. The Association shall hold any insurance proceeds paid under

insurance obtained by the Association in trust for Owners and lienholders as their interests may appear. Subject to the provisions of Section 11.6 and 11.7 of this Article, the proceeds shall be disbursed for the repair or restoration of the damage to Common Elements and Limited Common Elements. Owners and lienholders shall not be entitled to receive payment of any portion of the proceeds unless there is a surplus of record after the Common Elements and Limited Common Elements have been completely repaired or restored, or the Declaration terminated.

(f) In the case of fire or any other casualty, the insurance proceeds paid under insurance obtained by the Association, if sufficient to reconstruct any Common Elements or Limited Common Elements so damaged or destroyed, shall be applied to such reconstruction. Reconstruction of the Common Elements or Limited Common Elements, as used herein, means restoring the insured Common Elements or Limited Common Elements to substantially the same condition in which it existed prior to the fire or other disaster.

(g) If maintenance is required as a result of an insured loss, the amount of the deductible under insurance obtained by the Association shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such repair in the absence of insurance. If the loss affects more than one (1) Unit, or a Unit and Common Elements, the cost of the deductible under insurance obtained by the Association may be apportioned equitably by the Board of Directors among the parties suffering loss in accordance with the total cost of repair.

(h) The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Elements, or any part thereof, by the condemning authority. The Association is empowered to act as attorney-in-fact for the Owners for such purposes. In the event of a taking or acquisition of a part or all of the Common Elements by a condemning authority, the award or proceeds of a settlement shall be payable to the Association to be held in trust for Owners and the Unit Lenders as their interest may appear.

(i) For the purposes of this Article IX, the proceeds of any insurance settlement under insurance obtained by the Association shall be deemed as insurance proceeds. The proceeds of any sale of any part of the Condominium made under threat of condemnation shall be deemed as condemnation proceeds.

9.3 Destruction of Substantially all of the Improvements. In case of fire or other casualty that destroys all or substantially all of the Improvements, if the insurance proceeds are insufficient to reconstruct the Improvements and the Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Improvements within 180 days from the date of damage or destruction, the Association may record a notice setting forth such facts; and upon the recording of such notice:

(a) The Property shall be deemed to be owned as tenants-in-common by the Owners;

(b) The undivided interest in the Property owned in common of each Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Elements.

(c) Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in the Property as provided herein; and

(d) The Property shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of such sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund, and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the Property, but only after first paying out of the respective share of each Owner (to the extent sufficient for the purpose) all liens on the undivided interest in the Property owned by such Owner.

9.4 Group Insurance. Notwithstanding any provision contained herein to the contrary, (a) upon the agreement of all Owners and the Association or (b) in the event that the insurance coverages for the Common Elements and the Units cannot be maintained separately by the Association and the Owners, the Association shall be responsible for obtaining all of the insurance policies described in Sections 9.1 and 9.2 hereof; provided, however, that in such event, the Owner of a Unit shall retain all rights and obligations described in Section 9.1.

ARTICLE X MORTGAGES

10.1 Requirements. Any first mortgage or deed of trust or any junior instrument recorded or filed in the office of the Register of Deeds of Douglas County, Nebraska, encumbering a Unit (each, an "**Unit Mortgage**" and collectively, the "**Unit Mortgages**") and the obligations secured thereby shall be deemed to provide, generally, that the Unit Mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the mortgagee or lien holder shall have no right (i) to participate in the adjustment of losses with insurers or in the decision as to whether or not, how to repair or restore damage to or destruction of the Common Elements or Limited Common Elements, (ii) to receive or apply the proceeds of insurance maintained by the Association on Common Elements or Limited Common Elements to the reduction of the mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to Owners pursuant to Section 76-871 of the Act or of insurance proceeds in excess of the cost of repair or restoration being received by the Owner of the Unit encumbered by such mortgage, or (iii) to accelerate the mortgage debt or to have any other remedies by virtue of waste or

alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be pre-payable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. Nothing contained in Section 12.1(a) or elsewhere in this Declaration shall give an Owner, or any other party, priority over any rights of the mortgagee of a Unit pursuant to its mortgage in case of a distribution to such Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.

10.2 Unit Lenders.

(a) Within ten (10) days of an Owner's execution and delivery of Unit Mortgage, the Owner shall provide the Board of Directors with written notice of the name and address of the mortgagee or lien holder (each, a "**Unit Lender**" and collectively, the "**Unit Lenders**"), the amount of the Unit Lender's lien and information as to whether the Unit Lender holds a first mortgage or a junior mortgage. Upon receipt of the information regarding a Unit Lender, the Secretary of the Board of Directors shall instruct the insurer of the Property to add the name of the Unit Lender to the mortgagee loss payable provision of the hazard insurance policy covering the property and to provide such Unit Lender with a Certificate of Insurance showing that the Unit Lender's name has been so added.

(b) The Secretary shall maintain a register of Unit Lenders showing the names and addresses of each Unit Lender, the amount secured by each Unit Lender, and whether such amount secured is a first mortgage.

10.3 Rights of Unit Lenders.

(a) Upon the specific written request of a Unit Lender or its servicer to the Board of Directors, the Unit Lender shall be entitled to receive some or all of the following as designated in the request:

(i) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Board of Directors to the Owner of the Unit covered by the Unit Lender's Unit Mortgage;

(ii) Any audited or unaudited financial statements of the Board of Directors which are prepared for the Board of Directors and distributed to the Owners;

(iii) Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;

(iv) Notice of substantial damage to or destruction of any part of the Common Elements in excess of \$10,000;

(v) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

(vi) Notice of any default of the Owner of the Unit which is subject to the Unit Mortgage, where such default is not cured by the Owner within sixty (60) days;

(vii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(viii) Notice of any decision by the Board of Directors to terminate professional management and assume self-management of the Property;

(ix) Any condemnation or casualty loss that affects either a material part of the Condominium or the Unit securing the Unit Lender's Unit Mortgage;

(x) Such other financial data as such Unit Lender shall reasonably request; or

(xi) Any proposed action which would require the consent of a specified percentage of Unit Lenders as set forth in Sections 10.3(e) below.

(b) The request of a Unit Lender or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Board of Directors. The Board of Directors need not inquire into the validity of any request made hereunder by a Unit Lender. The Board of Directors may refuse to honor any request where, after reasonable inquiry, it shall determine that the person making such request is not entitled to the material so requested and may establish reasonable rules to implement this Section 10.3(b).

(c) Failure to comply with the requirements set forth above shall in no way invalidate the otherwise proper actions of the Association and the Board of Directors.

(d) Any Unit Lender shall have the right, exercisable upon written request to the Board of Directors, to examine the books and records of the Association at any reasonable time and with the payment of a reasonable fee established by the Board of Directors from time to time.

(e) Any reconstruction of the Common Elements following damage by an insurable hazard or by condemnation or to the Condominium in the event of damage to or destruction of all or substantially all of the Improvements shall be in accordance with the original Plans for the Condominium, unless deviation from such Plans is approved by the holders of at least fifty-one percent (51%) of Unit Lenders.

**ARTICLE XI
AMENDMENT AND TERMINATION**

11.1 Amendments; Modifications and Terminations.

(a) The prior written approval of at least sixty-seven percent (67%) of the votes entitled to be cast by the members of the Association at any regular or special meeting of the Association called for that purpose (a "**Super-Majority Vote**") and at least fifty-one percent (51%) of the votes of Unit Lenders (based upon one (1) vote for each Unit Mortgage owned by each Unit Lender) shall be required to:

(i) Terminate the condominium status of the Property for any reason, including substantial destruction or condemnation of the Property;

(ii) Abandon, encumber, sell or transfer any Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended uses of the Common Elements shall not be deemed a transfer within the meaning of this subsection); or

(iii) The use of hazard insurance proceeds from insurance policies maintained by the Association for losses to portions of the Condominium Regime (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such portions of the Condominium Regime.

(b) The prior written approval of a Super-Majority Vote of the Owners and at least fifty-one percent (51%) of the Unit Lenders shall be required to make an amendment of a material nature to this Declaration. A change in the provisions of this Declaration directly relating to any of the following shall for this purpose be considered material:

(i) A change in the manner or formula by which the Percentage Interests in Common Elements or Limited Common Elements are allocated, or a change in the manner or formula by which the voting interests of a Unit are allocated;

(ii) Voting rights;

(iii) Increases in assessments for Common Expenses that raise the previously assessed amount by more than twenty-five percent (25%) over the previous year's assessment, or the priority or the subordination of assessment liens;

(iv) Reduction in reserves for maintenance, repair and replacement of the Common Elements;

(v) Responsibility for maintenance and repairs;

(vi) Reallocation of Percentage Interests in the Common Elements or Limited Common Elements or rights to their use, except for reallocation upon the occurrence of an event described in Section 2.2(c) of this Declaration;

(vii) Convertibility of Units into Common Elements or of Common Elements into Units;

(viii) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

(ix) Insurance requirements;

(x) Imposition of any restrictions of an Owner's right to sell or transfer its Unit;

(xi) Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration;

(xii) Actions to terminate the legal status of the Condominium after substantial destruction or condemnation occurs;

(xiii) The method of assessments described in this Declaration;

(xiv) Provisions that expressly benefit Unit Lenders or insurers or guarantors of Unit Mortgages;

(xv) Redefinition in any Unit boundaries; or

(xvi) The establishment of self-management of the Association.

(c) Notwithstanding anything to the contrary in Section 11.1, written approval of the Unit Lenders shall not be required for an amendment to this Declaration made pursuant to Article XII hereof.

11.2 Approval of Unit Lenders. The approval rights granted to Unit Lenders above shall be subject to the limitations imposed by Section 76-856 of the Act.

ARTICLE XII DECLARANT RIGHTS

12.1 Existence of Special Declarant Rights. Pursuant to the Act, certain rights are reserved for the benefit of the Declarant, including, without limitation, the following: (a) to complete Improvements indicated on the Plans filed with the Declaration; (b) to exercise any right, or combination of rights, reserved by the Declarant in this Declaration to add Real Estate to the Condominium, to create Units, Common Elements or Limited Common Elements within the Condominium, to subdivide Units or convert

Units into additional Units, Common Elements or both; or to relocate the boundaries of any Unit within the Condominium Regime (the "**Development Rights**"); (c) to maintain sales offices, management offices, and advertising signs for the Condominium; (d) to use easements through the Common Elements (including the Limited Common Elements) for the purpose of making Improvements within the Condominium Regime; (e) to create or add additional Units, Common Elements, or both; (f) to relocate the boundaries between any of the Units; and (g) to subdivide any Unit or Units (all such rights described in the Act and herein are collectively, the "**Special Declarant Rights**").

12.2 Period of Declarant Control. The "**Period of Declarant Control**" shall commence with the recording of this Declaration and continue until the earlier of (a) sixty (60) days after conveyance of ninety percent (90%) of the Units to Owners other than the Declarant or a Declarant Affiliate, (b) two (2) years after the Declarant has ceased to offer Units for sale in the ordinary course of business, or (c) five (5) years from the date of recording of the Declaration. Notwithstanding any provision contained herein to the contrary, during the Period of Declarant Control, the Declarant shall have the right to exercise all of the Development Rights and Special Declarant Rights.

12.3 Special Amendment. In addition to any other method of amending this Declaration provided for elsewhere herein, the Declarant reserves the right and power to record a special amendment ("**Special Amendment**") to this Declaration at any time and from time to time which amends this Declaration: (i) to bring this Declaration into compliance with the Act or (ii) to correct clerical or typographical errors in this Declaration or any exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner and Unit Lender. Each Unit Mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and record Special Amendments. The reserved rights of the Declarant under this Section 12.3 shall terminate five (5) years from the date of recording of the Declaration.

ARTICLE XIII MISCELLANEOUS PROVISIONS

13.1 Effective Covenants. Each purchaser and each grantee of Declarant, its successors and assigns, by the acceptance of a deed of conveyance, accepts the conveyed Property subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by this Declaration or to which this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any Person having at any time any interest of estate in said Property, and shall inure to the benefit of such Owner in like manner as though the provisions, terms and restrictions of this Declaration were received and stipulated at length in each and every deed of conveyance.

13.2 Waiver. No covenant, restriction, condition or provision of this Declaration or in the Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

13.3 Savings Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration herein contained, as the case may be, shall not render the remainder of the Declaration invalid, nor any other part therein contained.

13.4 Controlling Instrument. In the event of a conflict between the provisions of this Declaration and the Bylaws, this Declaration shall prevail except to the extent that this Declaration is inconsistent with the Act.

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IN WITNESS WHEREOF, Nebraska Methodist College of Nursing and Allied Health has caused these presents to be signed by its authorized member, the day and year first above written.

DECLARANT:

NEBRASKA METHODIST COLLEGE OF NURSING AND ALLIED HEALTH, a Nebraska nonprofit corporation

By: 
Dr. Dennis Joslin, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 4th day of June, 2007, by Dr. Dennis Joslin, the President of Nebraska Methodist College of Nursing and Allied Health, a Nebraska nonprofit corporation, on behalf of the corporation.





Notary Public

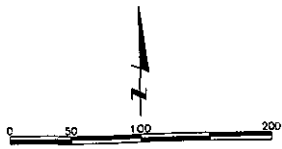
Exhibit "A"
Legal Description of the Property

The West half of Lot 5, and the West half of the North 190 feet of Lot 16, and the West 60 feet of Lot 16, EXCEPT the North 190 feet and that part taken for road purposes of said West 60 feet, all in Pierson's Subdivision, an Addition to the City of Omaha, Douglas County, Nebraska; AND ALSO EXCEPT the South 6.0 feet of the West 60 feet of said Lot 16 conveyed to the City of Omaha for right of way purposes pursuant to the Warranty Deed filed in Book 2204 at Page 147 of the Records of Douglas County, Nebraska.

Exhibit "B"
Plans

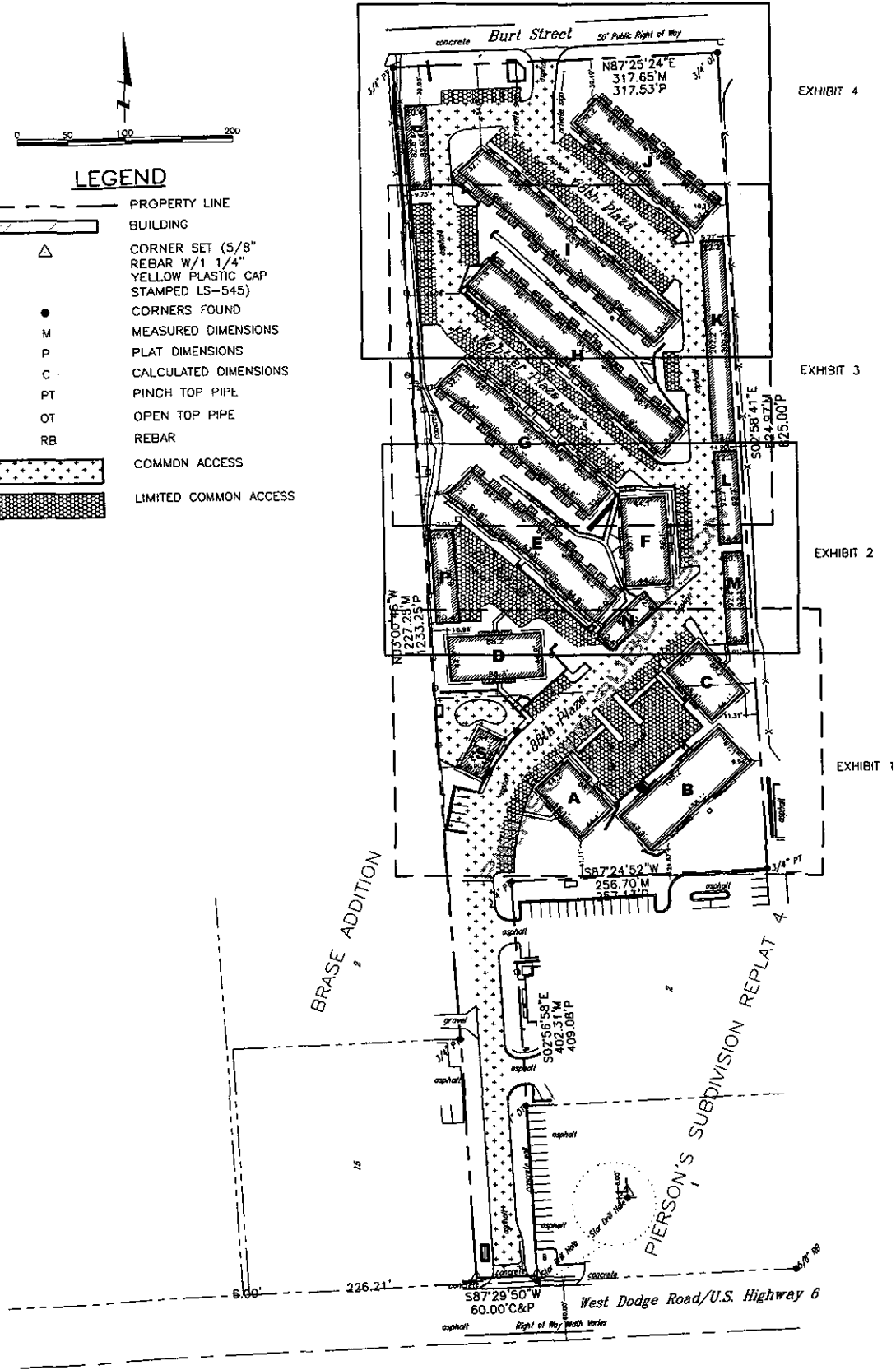
See following pages

WHISPERING PINES CONDOS



LEGEND

	PROPERTY LINE
	BUILDING
	CORNER SET (5/8" REBAR W/1 1/4" YELLOW PLASTIC CAP STAMPED LS-545)
	CORNERS FOUND
	MEASURED DIMENSIONS
	PLAT DIMENSIONS
	CALCULATED DIMENSIONS
	PINCH TOP PIPE
	OPEN TOP PIPE
	REBAR
	COMMON ACCESS
	LIMITED COMMON ACCESS



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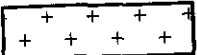
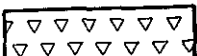
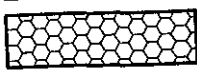
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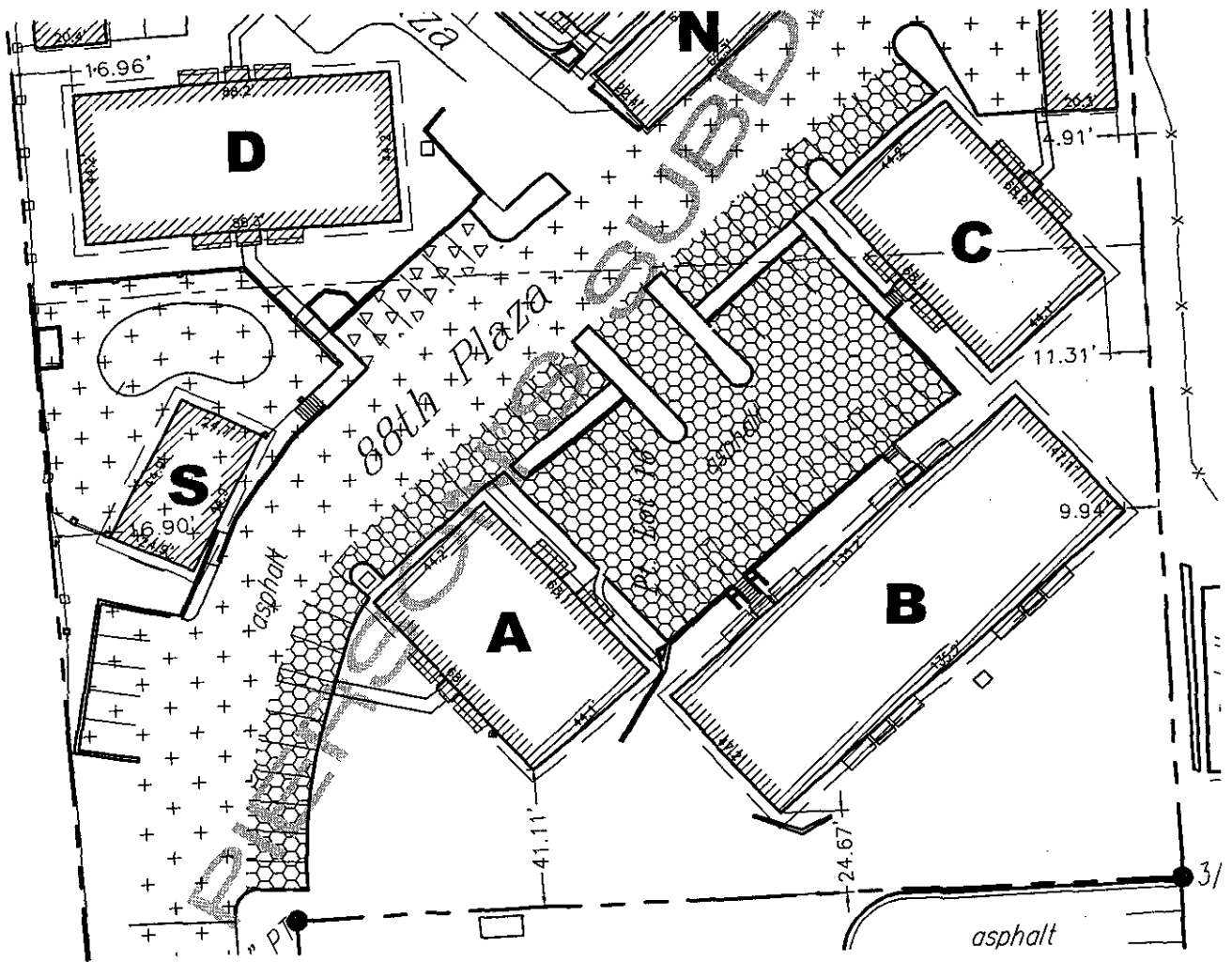
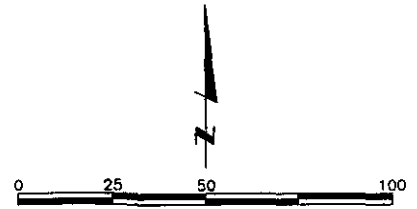
ACCESS
EXHIBIT

WHISPERING PINES CONDOS

EXHIBIT 1
UNITS A, B, C, D

LEGEND

	PROPERTY LINE
	BUILDING
	COMMON ACCESS
	LIMITED COMMON ACCESS FOR UNIT D
	LIMITED COMMON ACCESS FOR UNITS A, B AND C



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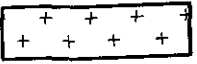

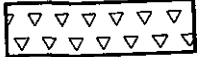
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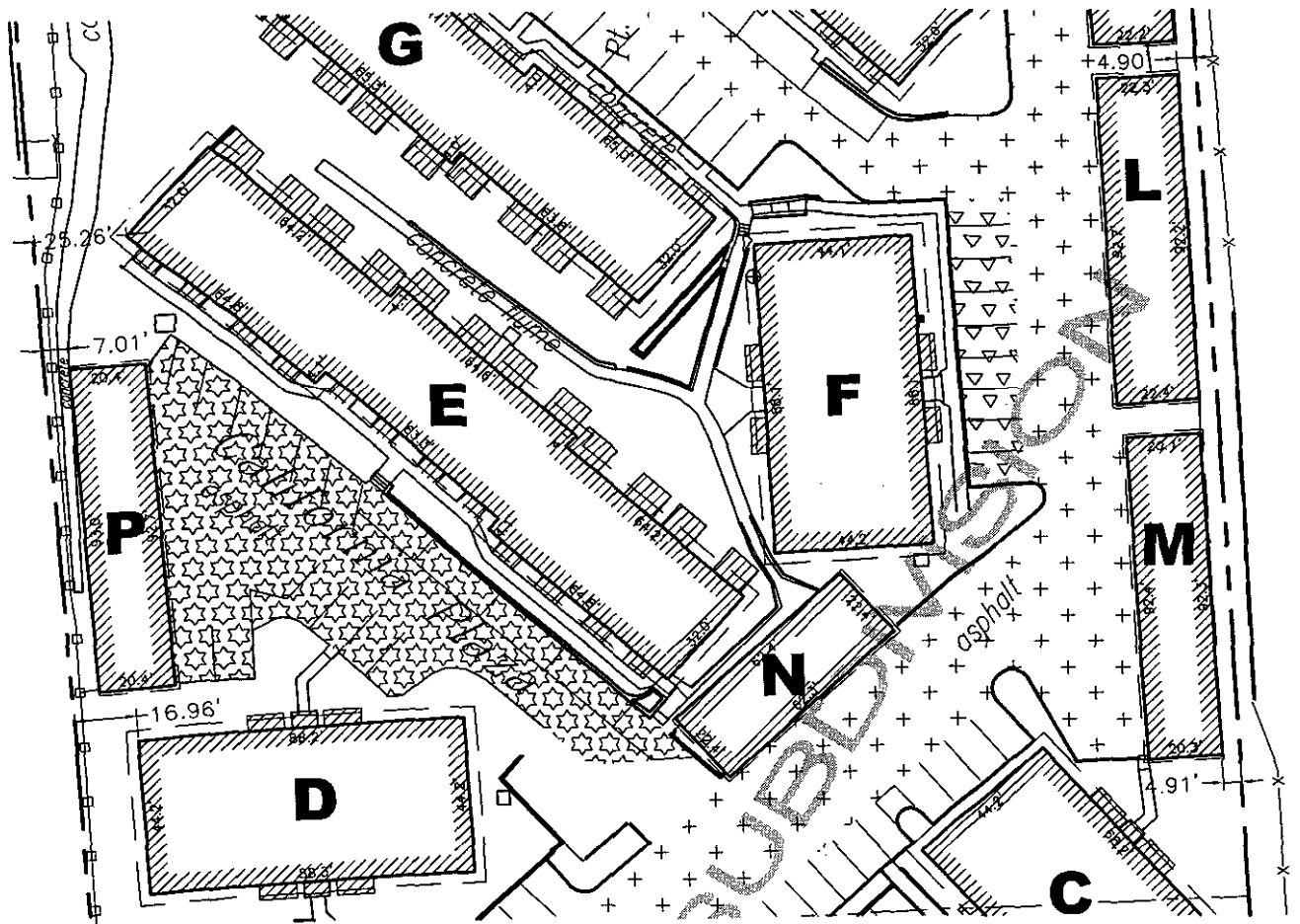
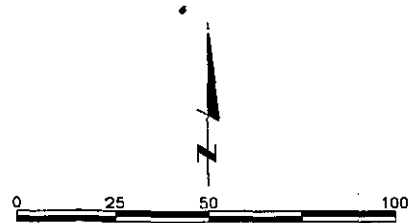
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WHISPERING PINES CONDOS

EXHIBIT 2
UNITS E AND F

LEGEND

	PROPERTY LINE
	BUILDING
	COMMON ACCESS
	LIMITED COMMON ACCESS FOR UNIT D AND E
	LIMITED COMMON ACCESS FOR UNIT F



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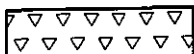
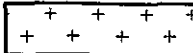
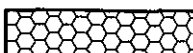
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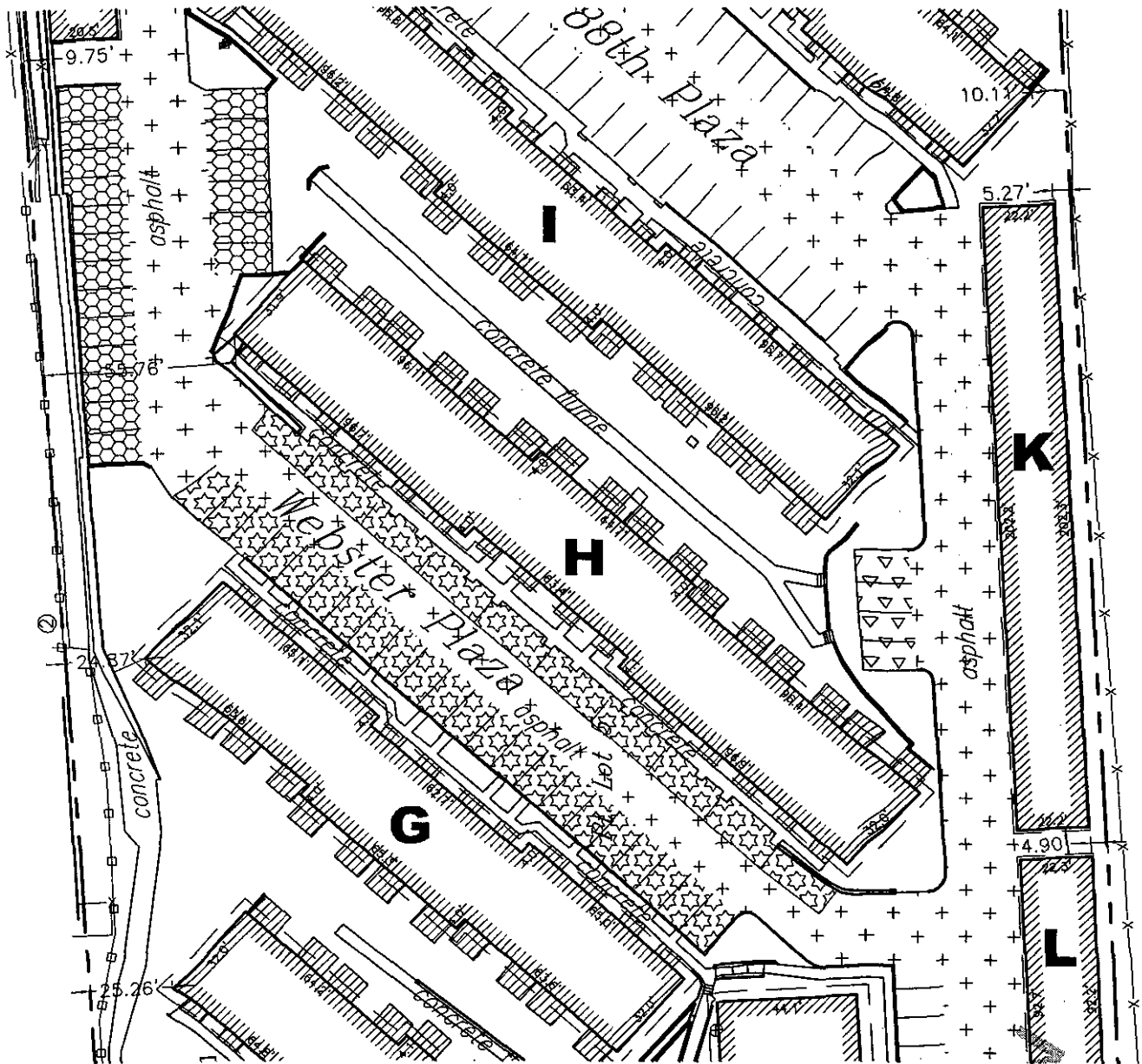
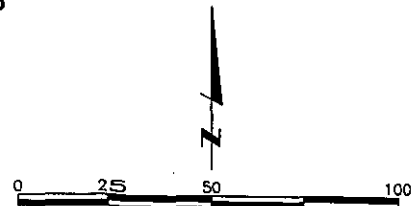
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WHISPERING PINES CONDOS

EXHIBIT 3
UNITS G, H AND I

LEGEND

- PROPERTY LINE
-  BUILDING
-  LIMITED COMMON ACCESS FOR UNITS H AND G
-  LIMITED COMMON ACCESS FOR UNITS H AND I
-  COMMON ACCESS
-  LIMITED COMMON ACCESS FOR UNITS H, G AND I



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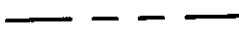

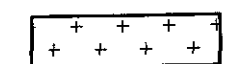
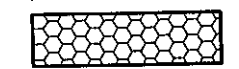
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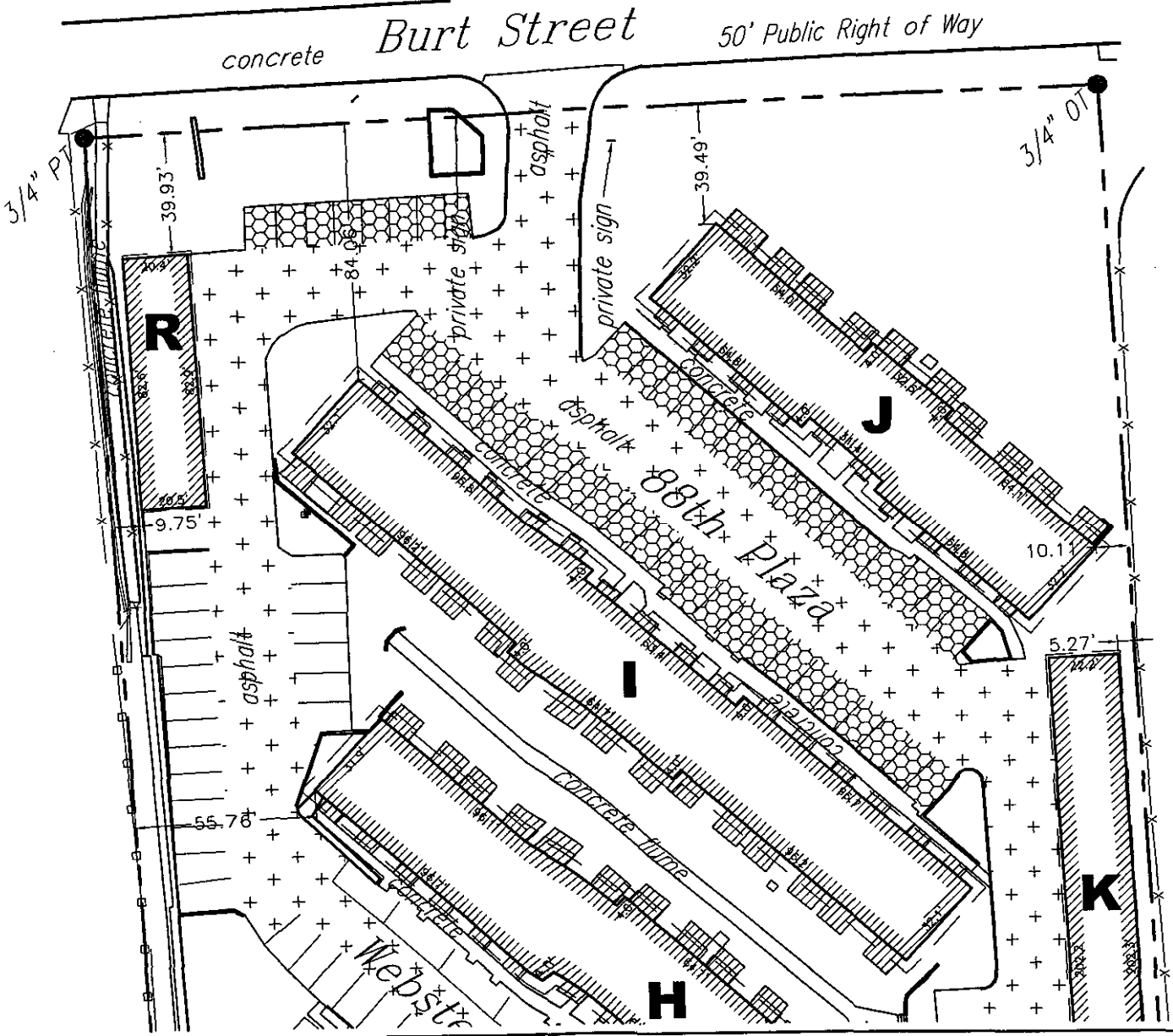
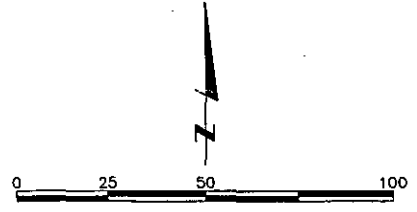
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WHISPERING PINES CONDOS

EXHIBIT 4
UNITS 1 AND J

LEGEND

-  PROPERTY LINE
-  BUILDING
-  COMMON ACCESS
-  LIMITED COMMON ACCESS FOR UNITS 1 AND J



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Exhibit "C"
Percentage Interest in Common Elements

<u>Major Building Unit Number</u>	<u>Percentage Interest</u>
Unit A	10%
Unit B	10%
Unit C	10%
Unit D	10%
Unit E	10%
Unit F	10%
Unit G	10%
Unit H	10%
Unit I	10%
Unit J	10%
Unit K	0%
Unit L	0%
Unit M	0%
Unit N	0%
Unit P	0%
Unit R	0%

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