

FIRST AMENDMENT TO MASTER DEED

THIS FIRST AMENDMENT TO MASTER DEED made this 7th day of October, 1983 by the Grove-Wozniak Limited Partnership (the "Sponsor"), a limited partnership organized under Nebraska law and composed of two general partners, F and G, Inc., a Nebraska corporation, which is designated in the Limited Partnership Agreement as the General Partner, and CVF, Inc., a Nebraska corporation, which is designated in the Limited Partnership Agreement as the Capital General Partner,

WHEREAS, on June 15, 1982, the Sponsor executed a certain Master Deed which was recorded on June 15, 1982, in Book 1687, Page 373 of the Register of Deeds office of Douglas County, Nebraska, which created a condominium property regime on certain real property legally described and drawn on Exhibit "A" attached to said Master Deed,

WHEREAS, said Sponsor owns all of the units in said condominium property regime, and, pursuant to Section 15 of said Master Deed, said Sponsor, as the owner of all of the units in said condominium property regime, hereby consents in writing, with its signatures properly acknowledged, to this First Amendment to Master Deed and the contents herein,

WHEREAS, there is a Construction Security Agreement, Deed of Trust which covers the property described in Exhibit "A" and certain other property with the First National Bank & Trust Company of Lincoln, a national banking association, as the Trustee and Beneficiary, in the amount of Five Million Two Hundred Forty-three Thousand Dollars (\$5,243,000), and a second Deed of Trust, Construction Security Agreement and Financing Statement which covers the property described in Exhibit "A" and additional property to CVF, Inc., a Nebraska corporation, the Beneficiary, and Joseph Polack as the Trustee, in the amount of Six Hundred Fifty Thousand Dollars (\$650,000) and a Junior Deed of Trust, Construction Security Agreement and Financing Statement which covers the property described in Exhibit "A" and certain additional property to CVF, Inc., a Nebraska corporation, and F and G, Inc., a Nebraska corporation, jointly as the Beneficiary, and Joseph Polack, as the Trustee, in the amount of Five Hundred Thousand Dollars (\$500,000), which lenders (herein collectively referred to as the "Lenders") joined in the execution of the Master Deed in the creation of the condominium property regime with the Sponsor and said Lenders hereby consent in writing, with their signatures properly acknowledged, to this First Amendment to Master Deed and the contents herein,

WHEREAS, the Sponsor and Lenders desire to reduce the dimensions of the property submitted to the condominium property regime as shown on Exhibit "A" attached to the Master Deed to the dimensions of the property shown on Exhibit "1" attached to this First Amendment to Master Deed, with the broken vertical and horizontal lines on Parcel "A" on Exhibit "1" showing the former boundaries of the condominium property regime and the solid black line around Parcel "B" on Exhibit "1" showing the revised boundaries of the property included in the condominium property regime which will be effective upon the adoption of this First Amendment to Master Deed,

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for One Dollar and other valuable consideration, the following is agreed to between the parties and the Master Deed is amended as follows:

1. The Master Deed is hereby amended by reducing the size of the condominium property regime from its present size as shown on Exhibit "A" attached to the Master Deed to the size described and drawn on Parcel "B" of Exhibit "1" attached to this First Amendment to Master Deed, with the solid black lines on all four sides of Parcel "B" of Exhibit "1" showing the dimensions of the condominium property regime after this First Amendment to

Master Deed is effective and the area east of Parcel "B" of Exhibit "1" shown in broken vertical and horizontal lines on Parcel "A" of Exhibit "1" showing the western boundaries of the condominium property regime before this First Amendment to Master Deed became effective.

2. The Master Deed refers to the property described and drawn on Exhibit "A" attached to the Master Deed, which was the property submitted to the condominium property regime, as the "Land". Paragraph 17 of the Master Deed provides that the Land is included in certain property described in Exhibit "B" attached to the Master Deed and all of the property described in Exhibit "B" other than the Land is referred to as the Adjoining Land. Paragraph 17 of the Master Deed goes on to provide that the Sponsor and Lenders reserve in the Master Deed perpetual easements for egress and ingress over all streets, roads, or drives, public or private, located on the Land, running to the benefit of the Adjoining Land for any streets, roads, or drives, public or private, which are constructed on the Adjoining Land. Also, the Sponsor and Lenders in Paragraph 17 of the Master Deed reserve easements on the Land for the purpose of installing, constructing, replacing, repairing, and maintaining all utility lines constructed from the Adjoining Land across any portion of the Land, said utility lines to include but not limited to the following, underground electrical lines, water lines, gas lines, sanitary sewer lines, storm sewer lines, telephone lines, cable television lines, and any other utility lines. Paragraph 17 goes on to provide that the utility easements shall not unreasonably interfere with the construction of any building constructed on the Land and any damage to the Land because of the installation, construction, replacement, repair, or maintenance of the utility lines on the Land is to be paid by the owner of the Adjoining Land. Because of this First Amendment to Master Deed, the Land is reduced in size and the Adjoining Land is increased in size. Paragraph 17 shall continue in full force and effect with respect to the Land (as decreased in size by this First Amendment to Master Deed) and the Adjoining Land (as increased in size by the First Amendment to Master Deed).

3. Except as modified herein, all other provisions of the Master Deed shall remain in full force and effect.

DATED the date above written.

GROVE-WOZNIAK LIMITED PARTNERSHIP, a limited partnership organized under Nebraska law, composed of the following general partners who are all of the general partners:

CVF, INC., a Nebraska corporation, as the Capital General Partner

BY: Dean Holdsworth
Vice President

F and G, INC., a Nebraska corporation, as the General Partner

BY: Harold E. Gove
President

FIRST NATIONAL BANK & TRUST
COMPANY OF LINCOLN, a national
banking association, as the Trustee
and Beneficiary under the above
Construction Security Agreement,
Deed of Trust

BY: Donald G. Holcomb Vice President

Joseph Polack
Joseph Polack, as the Trustee
under the above Deed of Trust,
Construction Security Agreement,
and Financing Statement

CVF, INC., a Nebraska corporation,
as the Beneficiary under the
above Deed of Trust, Construction
Security Agreement, and Financing
Statement

BY: Dean Holdsworth
Vice President

Joseph Polack
Joseph Polack, as the Trustee
under the above Junior Deed of
Trust, Construction Security
Agreement, and Financing Statement

CVF, INC., a Nebraska corporation,
as one of the joint Beneficiaries
under the above Junior Deed of
Trust, Construction Security Agree-
ment and Financing Statement

BY: Dean Holdsworth
Vice President

F AND G, INC., a Nebraska corpora-
tion, as one of the joint Bene-
ficiaries under the above Junior
Deed of Trust, Construction Secur-
ity Agreement and Financing State-
ment

BY: Harold R. Grove
President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
this 7 day of Oct., 1983, by Dean Holdsworth,
as the Vice President of CVF, Inc., a Nebraska corporation, as the
Capital General Partner of the Grove-Wozniak Limited Partnership,
on behalf of said corporation and on behalf of said Limited Part-
nership.

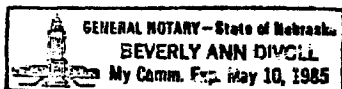


Evelyn M. Oswald
NOTARY PUBLIC

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

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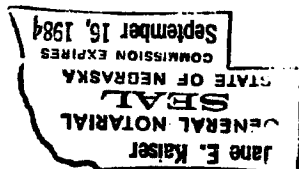
The foregoing instrument was acknowledged before me this 10th day of October, 1983, by Harold E. Wozniak, as the President of F and G, Inc., a Nebraska corporation, as the General Partner of the Grove-Wozniak Limited Partnership, on behalf of said corporation and on behalf of said Limited Partnership.



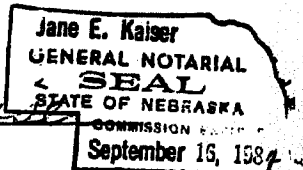
Beverly Ann Divoll
NOTARY PUBLIC

STATE OF NEBRASKA)
) SS.
COUNTY OF Lincoln)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 10th day of October, 1983, by Harold E. Wozniak, as the Vice President of the First National Bank & Trust Company of Lincoln, a national banking association, as the Trustee and Beneficiary under the above Construction Security Agreement, Deed of Trust, on behalf of said corporation.

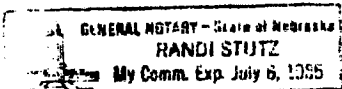


Jane E. Kaiser
NOTARY PUBLIC



STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

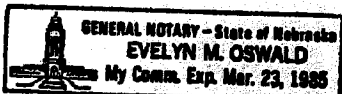
The foregoing instrument was acknowledged before me this 11th day of October, 1983, by Joseph Polack, an individual, as the Trustee under the above Deed of Trust, Construction Security Agreement, and Financing Statement.



Randi Stutz
NOTARY PUBLIC

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

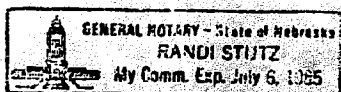
The foregoing instrument was acknowledged before me this 7 day of Oct, 1983, by Kevin Haddiswatt, as the Vice President of CVF, Inc., a Nebraska corporation, as the Beneficiary under the above Deed of Trust, Construction Security Agreement, and Financing Statement, on behalf of said corporation.



Evelyn M. Oswald
NOTARY PUBLIC

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

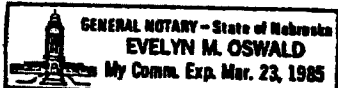
The foregoing instrument was acknowledged before me this 11th day of October, 1983, by Joseph Polack, an individual, as the Trustee under the above Junior Deed of Trust, Construction Security Agreement, and Financing Statement.



Randi Stutz
NOTARY PUBLIC

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

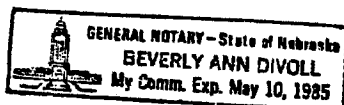
The foregoing instrument was acknowledged before me this 7 day of Oct, 1983, by Alan Fildes, as the Vice President of CVF, Inc., a Nebraska corporation, as one of the joint Beneficiaries under the above Junior Deed of Trust, Construction Security Agreement, and Financing Statement, on behalf of said corporation.



Evelyn M. Oswald
 NOTARY PUBLIC

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 10th day of October, 1983, by Harold E. Stone, as the President of F and G, Inc., a Nebraska corporation, as one of the joint Beneficiaries under the above Junior Deed of Trust, Construction Security Agreement, and Financing Statement, on behalf of said corporation.



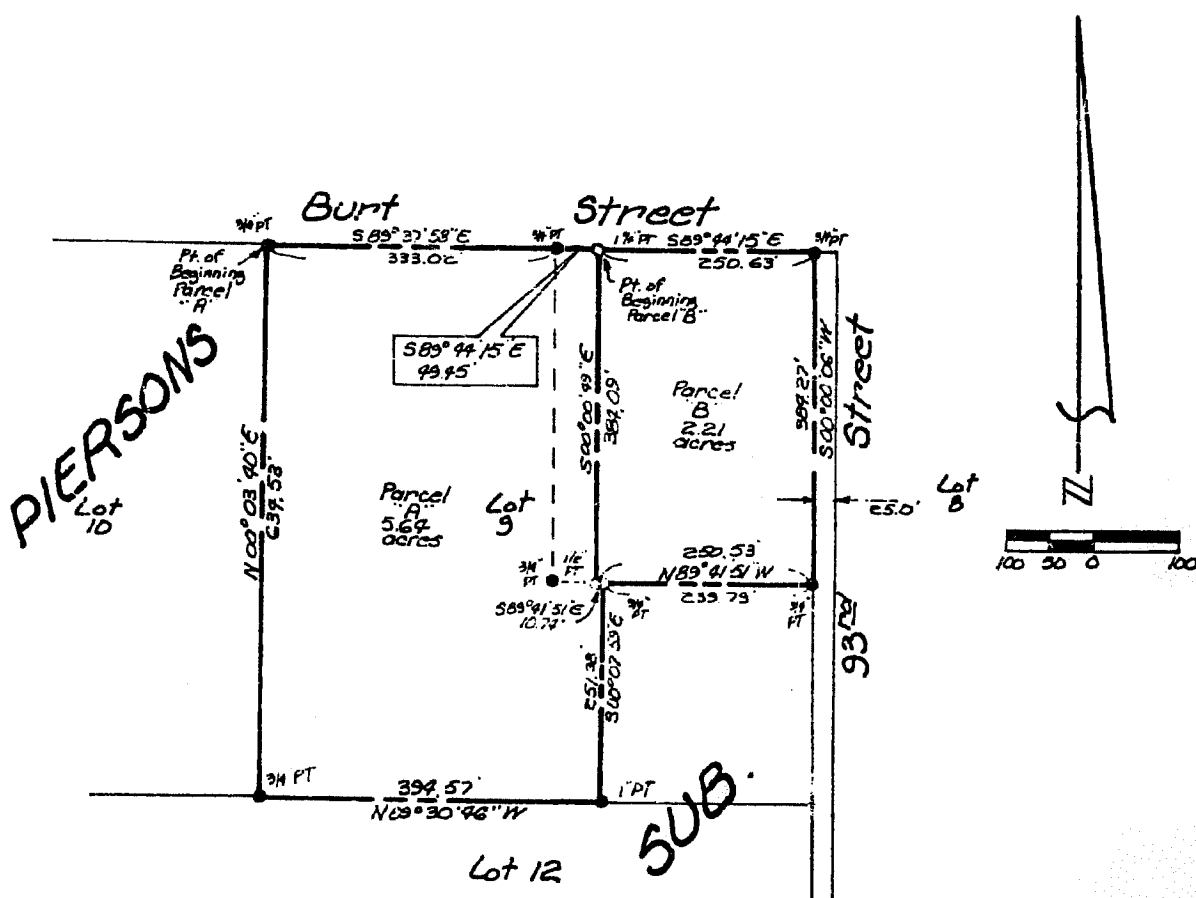
Beverly Ann Divoll
 NOTARY PUBLIC

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description Part of Lot 9, PIERSONS SUBDIVISION, as surveyed, platted and recorded in Douglas County, Nebraska.

(See attached for complete legal description)

Plat to scale showing tract surveyed with all pertinent points.



Legend:

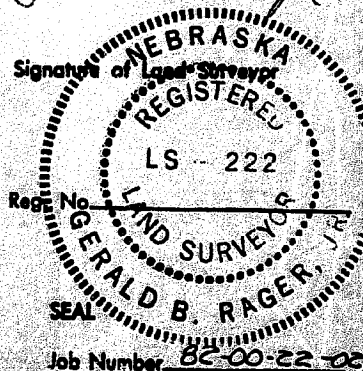
- Corners Set
- Corner Found
- PT Pinch Top

DATE RECEIVED: _____ Date: 7-28-83

OFFICIAL ADDRESS: _____

BLDG. PERMIT NO.: _____

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Legal Description Parcel "A":

That part of Lot 9, PIERSONS SUBDIVISION, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows: Beginning at the Northwest corner of said Lot 9; thence S $89^{\circ}37'58''$ E (assumed bearings) for 333.02 feet along the North line of said Lot 9 to a found pin; thence S $89^{\circ}44'15''$ E for 49.45 feet along the North line of said Lot 9; thence S $0^{\circ}00'49''$ E for 384.09 feet; thence S $89^{\circ}41'51''$ E for 10.74 feet; thence S $0^{\circ}07'59''$ E for 251.38 feet to the South line of said Lot 9; thence N $89^{\circ}30'46''$ W for 394.57 feet to the Southwest corner of said Lot 9; thence N $0^{\circ}03'40''$ E for 634.53 feet to the Point of Beginning. Contains 5.64 acres.

Legal Description Parcel "B":

That part of Lot 9, PIERSONS SUBDIVISION, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows: Commencing at the Northwest corner of said Lot 9; thence S $89^{\circ}37'58''$ E (assumed bearings) for 333.02 feet along the North line of said Lot 9 a found pin; thence S $89^{\circ}44'15''$ E for 49.45 feet along said North line to the True Point of Beginning; thence continuing S $89^{\circ}44'15''$ E for 250.63 feet along said North line to a point that is 25 feet West of the Northeast corner of said Lot 9; thence S $0^{\circ}00'06''$ W for 384.27 feet parallel with and 25 feet West of the East line of said Lot 9; thence N $89^{\circ}41'51''$ W for 250.53 feet; thence N $0^{\circ}00'49''$ W for 384.09 feet to the True Point of Beginning. Contains 2.21 acres.

LAMP, RYNEARSON & ASSOCIATES, INC.
July 28, 1983
Job No. 820022-02

EXHIBIT #2

LEGAL DESCRIPTION

lots 1A1, 1B2, 1C3, 1B4, 1B6, 1C7, 1B8, 2A1, 2B2, 2C3, 2B4, 2D5, 2B6, 2C7, 2B8,
3A1, 3B2, 3C3, 3B4, 3D5, 3B6, 3C7, 3B8, 4A1, 4B2, 4C3, 4B4, 4D5, 4B6, 4C7, 4B8,
5A1, 5B2, 5C3, 5B4, 5D5, 5B6, 5C7, 5B8, 6A1, 6B2, 6C3, 6B4, 6D5, 6B6, 6C7, 6B8,
CORONADO CONDOMINIUM PROPERTY REGIME, Douglas County, Nebraska.

CERTIFICATE

The undersigned hereby certifies that the Board of Directors of CVF, Inc., a Nebraska corporation, at a duly constituted meeting with a necessary quorum present, held at 2:00 p.m. on September 10, 1983, at Omaha, Nebraska, authorized Dean Holdsworth as the Vice President of CVF, Inc., to execute a First Amendment to a certain Master Deed, recorded on June 15, 1982, at Book 1687, Page 373 in the Register of Deeds office of Douglas County, Nebraska. Further, said Board of Directors authorized said Dean Holdsworth to contain such terms and conditions as said Dean Holdsworth shall determine in his sole and absolute discretion. Further, the Board of Directors authorized said Dean Holdsworth, signing as the Vice President of CVF, Inc., to sign said First Amendment in behalf of said corporation signing as the Capital General Partner of the Grove-Wozniak Limited Partnership, signing as the Beneficiary under a certain Deed of Trust, Construction Security Agreement, Financing Statement, and signing as one of the joint beneficiaries under a certain Junior Deed of Trust, Construction Security Agreement, Financing Statement.

DATED this 7th day of October, 1983.

Ervin M. Oswald.
Secretary of CVF, Inc.

33/2002
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1983 OCT 12 PM 1:42

C. HAROLD USLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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