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STATE OF NEBRASKA } 2379
 SECRETARY'S OFFICE } SS

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 Lincoln County }
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 Charles County in Lincoln
 November 8 1985

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Filed on the 8 day of November 1985
 4:00 P M \$20.00 85-2378 ARTICLES OF INCORPORATION

Allen J. Boermans

County Clerk

OF

COTTONWOOD VILLAGE CONDOMINIUMS, INC. By

Secretary of State

40388

The undersigned, desiring to form a nonprofit corporation under the laws of the State of Nebraska, does here adopt the following Articles of Incorporation of such corporation.

ARTICLE I

The name of the corporation shall be Cottonwood Village Condominiums, Inc.

ARTICLE II

The corporation shall have perpetual existence.

ARTICLE III

The purpose for which the corporation is organized is to acquire, hold, manage, and act as the association as provided by law for Cottonwood Village Condominiums, a condominium, and for such other purposes as are authorized by law. To carry out such purposes, the corporation shall have all powers granted by Nebraska law to a nonprofit corporation, and all powers granted to an association by the Nebraska Condominium Act, as they may now exist or as they may hereinafter be amended, and all such powers granted by any such subsequent statutory authorization.

ARTICLE IV

The street address of the initial registered office of the corporation shall be 5101 West Vista Circle, Lincoln, Nebraska 68532. The name of the registered agent at such address is Charles F. Schmidt.

ARTICLE V

The corporation shall have members who shall consist exclusively of all unit owners of Cottonwood Village Condominiums, a condominium, and shall be controlled by an executive board. The "Declarant" or "Developer" of this condominium is Chuck Schmidt Construction, Inc., and shall hereinafter be referred to as "Declarant". Declarant shall control this corporation until sixty (60) days after conveyance of ninety percent (90%) or fifteen (15) of the units which may be created to unit owners other than Declarant or two (2) years after Declarant has ceased to offer units for sale in the ordinary course of business, or upon Declarant voluntarily surrendering such control. Any of the above events shall

constitute termination of Declarant control. During the period of Declarant control, Declarant shall have the right to appoint and remove members and officers of the executive board.

The affairs of the corporation shall be managed by the executive board, who shall be appointed, elected or removed, and shall hold office in accordance with these Articles of Incorporation and the By-Laws of this corporation. The initial executive board and all subsequent executive boards shall consist of three (3) persons. The names and addresses of the initial executive board appointed by Declarant are as follows:

Charles F. Schmidt
5101 West Vista Circle
Lincoln, NE 68532

Marilyn R. Schmidt
5101 West Vista Circle
Lincoln, NE 68532

Michael Neubauer
2311 Southwest 13th
Lincoln, NE 68522

Not later than sixty (60) days after conveyance of twenty-five percent (25%) or four (4) of the units which may be created to unit owners other than Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the executive board shall be elected exclusively by unit owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) or eight (8) of the units which may be created to unit owners other than Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the executive board shall be elected exclusively by unit owners other than the Declarant. Not later than the termination of the period of Declarant control, the unit owners shall elect all members of the executive board. The executive board shall elect the officers. The executive board members and officers shall take office upon their appointment or election.

ARTICLE VI

The corporation shall have no capital stock and shall have members only as outlined in Article V hereof and the corporate By-Laws. No part of the net earnings of the corporation shall inure to the benefit of any member of the executive board of the corporation, or any other private person or entity.

ARTICLE VII

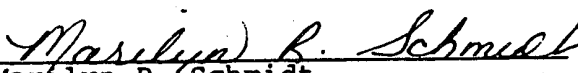
The incorporators of this corporation and their names and addresses are as follows:

Charles F. Schmidt
5101 West Vista Circle
Lincoln, NE 68532

Marilyn R. Schmidt
5101 West Vista Circle
Lincoln, NE 68532

EXECUTED this 6 day of Nov., 1985.


Charles F. Schmidt


Marilyn R. Schmidt

BY-LAWS
OF
COTTONWOOD VILLAGE CONDOMINIUMS, INC.,
A CONDOMINIUM

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BY-LAWS
OF
COTTONWOOD VILLAGE CONDOMINIUMS, INC.

ARTICLE I

Plan of Unit Ownership

Section 1. Unit Ownership. The property located in the City of Lincoln, Lancaster County, Nebraska, as described in the Declaration (hereinafter called the "Property"), has been submitted to the provisions of the Nebraska Condominium Act [\$76-825 to \$76-894, R.R.S. (Cum.Supp. 1984)] by the Declaration recorded in the land records in and for Lancaster County, Nebraska, simultaneously herewith, and shall hereafter be known as "Cottonwood Village Condominiums, a condominium" (herein referred to as the "Condominium").

Section 2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other person who may use the facilities of the Property in any manner, are subject to these By-Laws, the Declaration, Rules, Regulations and Covenants. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall conclusively establish the acceptance and ratification of these By-Laws, Rules, Regulations and Covenants and the provisions of the Declaration, as they may be amended from time to time, by the person so acquiring, leasing or occupying a Unit and shall constitute and evidence an agreement by such person to comply with the same.

Section 3. Office. The office of the condominium and the Executive Board shall be located at the Condominium or at such other place as may be designated from time to time by the Executive Board.

ARTICLE II

Association of Unit Owners

Section 1. Composition. All of the Owners of Units contained in the Condominium, acting as a group in accordance with the Nebraska Condominium Act, the Declaration and these By-Laws, shall constitute the "Association", who after the period of declarant control shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and the contributions to the Common Expenses, limited common expenses, arranging for the management

of the Condominium, and performing all of the other acts that may be required to be performed by the Association of Unit Owners by the Nebraska Condominium Act and the Declaration. Except as to those matters which the Nebraska Condominium Act specifically requires to be performed by the vote of the Unit Owners, the administration of the foregoing responsibilities shall be performed by and is hereby delegated to the Executive Board as more particularly set forth in Article III.

Section 2. Annual Meetings. Promptly after termination of Declarant control as provided in Article III, section 1, the Declarant shall notify the Owners of the Units, and the first annual meeting of the Association of Unit Owners shall be held immediately succeeding notice issued by the President. At such meeting any persons designated by the Declarant remaining on the Executive Board shall resign as members of the Executive Board, and all of the Unit Owners, including the Developer, if the Developer owns any completed and unconveyed Unit or Units shall elect a new Executive Board. Thereafter, the annual meetings of the Association of Unit Owners shall be held on the 10th day of December of each succeeding year, unless such date shall occur on a Saturday or Sunday, in which event the meeting shall be held on the succeeding Monday. At such annual meetings the Executive Board shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 4 of Article III of these By-Laws. The Association of Unit Owners may transact such other business at such meetings as may properly come before them. Until such first annual meeting, the Declarant shall be entitled to elect and appoint all of the members of the Executive Board except as otherwise provided by law.

Section 3. Place of Meetings. Meetings of the Association of Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Executive Board.

Section 4. Special Meetings. Special meetings of the Association may be called by the President. It shall also be the duty of the President to call a special meeting of the Association of Unit Owners if so directed by resolution of the Executive Board or upon a petition signed and presented to the Secretary by Unit Owners owning not less than twenty-five percent (25%) of the allocated interests of votes in the Association. Notice of special meeting shall state the time, place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Not less than ten (10) nor more than fifty (50) days in advance of any meeting, the Secretary or other officer in this corporation shall cause notice to be hand delivered or sent postage prepaid by United States Mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner. The notice of any meeting must state the time and place of the meeting and the

items on the agenda, including the general nature of any proposed amendment to the Declaration or By-Laws, any budget changes, and any proposal to remove a director or officer.

Section 6. Adjournment of Meeting. If any meeting of the Association of Unit Owners cannot be held because a quorum is not present, Unit Owners owning a majority of the allocated interests of votes in the Association who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all annual meetings of the Association of Unit Owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Executive Board.
- (f) Reports of committees.
- (g) Election of inspectors of election (when so required).
- (h) Election of members of Executive Board (when so required).
- (i) Unfinished business.
- (j) New business.

Section 8. Title to Units. Title to Units may be taken in the name of an individual, entity, or in the names of two or more persons or entities, as tenants in common or as joint tenants, or in any other real estate tenancy relationship recognized under the laws of the State of Nebraska, or in the name of a fiduciary, and shall be subject to all easements of record.

Section 9. Voting. Voting at all meetings of the Association of Unit Owners shall be on a percentage basis and the percentages of the vote to which each Unit is entitled shall be the allocated percentage interest of votes in the Association assigned to each Unit in the Declaration. Where the ownership of a Unit is in more than one person or entity, then the person or entity who shall be entitled to cast the vote of that Unit shall be the person named in a certificate signed by all of the owners of the Unit and filed with the Secretary. Such certificate shall be valid until revoked by a subsequent certificate signed by all of the owners of the unit. Whenever the approval or disapproval of a Unit Owner is required by the Nebraska Condominium Act, the Declaration or these By-Laws, such approval or disapproval shall only be made by the person who would be entitled to cast the vote for the Unit Owner of such Unit at any meeting of the Association of Unit Owners. Except where a greater number is required by the Nebraska Condominium Act, the Declaration or these By-Laws, a majority of Unit Owners is required to adopt decisions at any meeting of the Association of Unit Owners. If the Declarant owns

or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association of Unit Owners to cast the votes to which such Unit(s) is entitled.

Section 10. Proxies. A vote may be cast in person or by proxy. Proxies may be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

Section 11. Majority of Unit Owners. As used in these By-Laws, the term "majority of Unit Owners" shall mean those Unit Owners having more than fifty percent (50%) of the allocated percentage interests of votes in the Association assigned to each Unit in the Declaration. Any specified percentage or portion of the Unit Owners means the Unit Owners of such allocated percentage interests of votes in the Association of each Unit as reflected by the Declaration in the aggregate.

Section 12. Quorum. Except as otherwise provided in these By-Laws, a quorum is present throughout any meeting of the Association if a majority of the Unit Owners are present in person or by proxy at the beginning of the meeting.

Section 13. Conduct of Meeting. The President shall preside over all meetings of the Association of unit Owners. If the President is not at the meeting, the Vice President or other officer of the Association shall preside in his absence. The Secretary-Treasurer shall keep the minutes of the meeting and record in a minute book, all resolutions adopted at the meeting, as well as keeping a record of all transactions occurring at such meeting. Roberts Rules of Order shall govern the conduct of all meetings of the Association of Unit Owners when not in conflict with the Declaration, these By-Laws or the Nebraska Condominium Act.

Section 14. Official Name of Association of Unit Owners. The official name of the Association of Unit Owners shall be Cottonwood Village Condominiums, Inc., a nonprofit corporation, whose governing board of directors and officers shall be the Executive Board and officers of Cottonwood Village Condominiums, a condominium.

Section 15. Unit Owners Association Powers. The Unit Owners shall have all of the powers provided by Section 76-860, R.R.S. (Cum.Supp. 1984), except as herein delegated to the executive board. The unit owners may withdraw such delegated powers by appropriate action at any time.

ARTICLE III

Executive Board

Section 1. Number, Qualifications, Appointment or Election. The affairs of the Condominium shall be governed by an Executive

Board. The Executive Board shall consist of all directors of the corporation. The Executive Board shall be composed of three (3) persons, all of whom shall be officers and directors and all of whom shall be either designees of the Declarant or Unit Owners. All of the initial Executive Board, officers and directors shall be selected, appointed or designated by the Declarant and Declarant shall have the right in its sole discretion to replace and remove such Executive Board members, officers and directors as may have been so selected, and to select, appoint and designate their successors. The initial and any subsequent Declarant selected Executive Board member, officer and director, as provided herein, shall hold office until the first annual meeting of the Association of Unit Owners as provided in Article II, section 2, or until removed by Declarant as required or as stated herein.

Not later than sixty (60) days after conveyance to Unit Owners other than Declarant of twenty-five percent (25%) or four (4) of the Units which may be created, Declarant shall remove one (1) Executive Board member, director, and officer and one (1) new Executive Board member, director and officer shall be elected by the then Unit Owners other than Declarant. At least one (1) Unit Owner shall continue to hold such positions until the termination or voluntary surrender of Declarant control. Declarant shall control this corporation until termination of Declarant control which shall be: (a) sixty (60) days after conveyance of ninety percent (90%) or fifteen (15) of the Units which may be created to Unit Owners other than Declarant, (b) two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business, or (c) Declarant voluntarily surrenders control.

Section 2. Powers and Duties. Other than as provided by law, the Declaration or these By-Laws, the Executive Board may act in all instances on behalf of the Association. The Executive Board shall also have such powers and duties as may from time to time be lawfully delegated by the Association to the Executive Board.

Section 3. Managing Agent. The Executive Board may employ for the Condominium a professional managing agent under such terms and conditions as established from time to time to perform such duties and services as the Executive Board shall authorize.

Section 4. Election and Term of Office. Members to the initial Executive Board shall either be appointed by the Declarant or elected by existing Unit Owners as provided herein. The term of the all then acting members of the Executive Board shall expire at the first annual meeting of the Association of Unit Owners. At the first annual meeting of the Association of Unit Owners held as required by Article II, section 2, herein, three (3) Executive Board members shall be elected. The term of office of one (1) member of the Executive Board shall be fixed at

three (3) years, the term of office of one (1) member of the Executive Board shall be fixed at two (2) years, and the term of one (1) member of the Executive Board shall be fixed at one (1) year. At the expiration of the initial term of office, each successor shall be elected to serve for a term of three (3) years. The members of the Executive Board shall hold office until their respective successors have been elected by the Association of Unit Owners.

Section 5. Removal of Members of the Executive Board.

After the period of Declarant control, the Unit Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Executive Board with or without cause. Notwithstanding anything in this section to the contrary, during the period of Declarant control, Declarant is entitled to appoint or remove all members of the Executive Board and no such member designated or selected by Declarant may be removed without the consent of Declarant and in such event, the Declarant shall select and designate the successor.

Section 6. Vacancies.

Vacancies in the Executive Board caused by any reason other than the removal of a member by vote of the Association of Unit Owners shall be filled by a vote of a majority of the remaining members of the Executive Board at a special meeting held for that purpose promptly after the occurrence of any such vacancy. Each person so selected shall be a member of the Executive Board for the remainder of the term of the member whose vacancy is being filled and until a successor shall be elected at the next annual meeting of the Association of Unit Owners; provided, however, that the vacancy of any member designated by the Declarant, shall be filled by the Declarant during any period of Declarant control.

Section 7. Organization Meeting.

The first meeting of the Executive Board shall be held on call of the Declarant and at such meeting Declarant shall appoint the initial board to hold office during the period of Declarant control.

Section 8. Regular Meetings.

The meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of its members, but at least two (2) meetings shall be held during the fiscal year. Notice of regular meetings of the Executive Board shall be given to each member, in person, by mail or by telegraph, at least three (3) business days prior to the day named for such meeting.

Section 9. Special Meetings.

Special meetings of the Executive Board may be called by the President on three (3) business day's notice to each member given personally, by mail, or by telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary-Treasurer in like.

manner and on like notice on the written request of at least two (2) members of the Executive Board.

Section 10. Waiver of Notice. Any Executive Board member may, at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice by him or her of the time and place of such meeting. If all members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of Executive Board. At all meetings of the Executive Board, a quorum is deemed present throughout the meeting of the Executive Board if two (2) members are present at the beginning of the meeting. Each member on the Executive Board is entitled to one (1) vote and the votes of a majority of the Executive Board present at a meeting at which a quorum is present shall constitute the decision of the Executive Board.

Section 12. Fidelity Bonds. The Executive Board may obtain adequate fidelity bonds for all members, officers and employees of the Condominium handling or responsible for Condominium funds. The premiums on such bonds shall constitute a Common Expense.

Section 13. Compensation. No member of the Executive Board shall receive any compensation from the Condominium for acting as such.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Executive Board and of the Association of Unit Owners and the Secretary-Treasurer shall keep a minute book of the Executive Board meetings recording therein all resolutions adopted by the Executive Board and keep a record of all transactions and proceedings occurring at such meetings. Roberts Rules of Order shall govern the conduct of the meetings of the Executive Board when not in conflict with the Declaration, these By-Laws or the Nebraska Condominium Act.

Section 15. Ordinary and Reasonable Care. Members of the Executive Board are required to exercise ordinary and reasonable care.

ARTICLE IV

Officers

Section 1. Designation. The principal officers of the Condominium shall be the President, the Vice President, and the Secretary-Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary.

Section 2. Election of Officers. The officers of the Condominium shall be elected annually by the Executive Board at the organization meeting of each new Executive Board and shall hold office at the pleasure of the Executive Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Executive Board, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Executive Board, or at any special meeting of the Executive Board called for such purpose.

Section 4. President. The President shall be the chief executive of the Condominium. He or she shall preside at all meetings of the Association of Unit Owners and of the Executive Board. He or she shall have all of the general powers and duties which are incident to the office of the President consistent with the law, and shall include but not be limited to the power to appoint committees from among the remaining members of the Executive Board or the Unit Owners, from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Condominium. The President along with the Secretary is also hereby empowered to prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Executive Board shall appoint some other member of such board to act in place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him the Executive Board or by the President.

Section 6. Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all meetings of the Association of Unit Owners and the Executive Board; he or she shall have charge of such books and papers as the Executive Board may direct; he or she shall have the responsibility for the Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data; he or she shall be responsible for the deposit of all monies and other valuable effects in the name of the Executive Board, or the managing agent, in such depositories as may from time to time be designated by the Executive Board, and he or she shall, in general, perform all duties incident to the office of Secretary and Treasurer as provided by law. In addition, the Secretary shall have the power along with the President to prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

Section 7. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by the President and Secretary of the Condominium or by such other persons as may be designated by the Executive Board.

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

ARTICLE V

Sales and Other Alienation of Units

Section 1. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his or her Unit without including therein the undivided interest of such Unit in the Common Elements and limited Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the interests in the Common Elements or limited Common Elements of any unit may be sold, transferred, given, devised or otherwise disposed of, except as part of a sale, transfer, gift, devise or other disposition of the Unit to which such interests are appurtenant, or as a part of a sale, transfer, gift, devise or other disposition of such part of the interests in the Common Elements or limited Common Elements of all Units.

Section 2. Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, hypothecate, sell, lease, give or devise his Unit unless and until he (or his personal representative) shall have paid in full to the Executive Board all unpaid Common Expenses or limited Common Expenses, theretofore assessed against his Unit.

ARTICLE VI

Miscellaneous

Section 1. Notices. All notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been given if delivered personally or if sent by United States Mail, first class postage prepaid, (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary-Treasurer, or if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if the Association of Unit Owners, the Executive Board or the managing agent, at the principal office of the managing agent or at such

other address as shall be designated by notice in writing to the Unit Owners pursuant to this section.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or affect of the balance of these By-Laws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and neuter gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Budget. The Executive Board upon initial organization shall prepare a proposed budget for the condominium as soon as it is deemed appropriate. The budget shall be used for the purpose of determining the amount of assessments to be levied against each unit. Within thirty (30) days after adoption of any proposed budget for the condominium, the Executive Board shall provide a summary to all unit owners and shall set a date for a meeting of unit owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of unit owners reject the budget, the budget is ratified, whether or not a quorum is present and assessments may thereafter be levied accordingly. In the event the proposed budget is rejected, the periodic budget last ratified by the unit owners shall be continued until such time as the unit owners ratify a subsequent budget proposed by the Executive Board.

Prior to the end of the period of Declarant control and the first annual meeting of the Association of unit owners, the Executive Board shall prepare a proposed annual budget for the condominium, notify each unit owner and present the same for consideration of such first annual meeting as provided above. Each year thereafter, the Executive Board shall prepare a proposed budget, notify each unit owner and present the same for consideration as provided above at the annual meeting of the Association of unit owners.

ARTICLE VII

Amendments to By-Laws

Section 1. Amendments. Except as otherwise provided in this section, these By-Laws may be modified or amended by a vote of sixty-six and two-thirds percent (66 2/3%) of the allocated percentage interest of votes in the Association at any regular or special meeting, provided that notice of the proposed amendment shall have been given to each Unit Owner at least fourteen (14)

days in advance of such meeting; provided, further, that these By-Laws may not be amended without the consent of Declarant during the period of Declarant control.

Section 2. Conflicts. No modification or amendment of these By-Laws may be adopted which shall be inconsistent with the provisions of the Nebraska Condominium Act. A modification or amendment once adopted as provided herein shall then constitute part of the official By-Laws of the Condominium, and all Unit Owners shall be bound to abide by such modification or amendment. In the event these By-Laws are inconsistent with any provision of the Nebraska Condominium Act, said Act shall control.

Section 3. Approval of Mortgagees. These By-Laws contain provisions concerning various rights, priorities, remedies and interests of the mortgagees or beneficiaries under Deeds of Trust of the Units. Such provisions in these By-Laws are to be construed as covenants for the protection of the mortgagees or beneficiaries under Deeds of Trust on which they may rely in making loans secured by mortgages or Deeds of Trust on the Units.

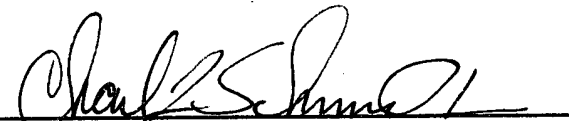
DATED this 11 day of Nov., 1985.


CHUCK SCHMIDT CONSTRUCTION, INC.,
Declarant

BY: 
Declarant's President


Declarant's Secretary

COTTONWOOD VILLAGE CONDOMINIUMS,
INC., A CONDOMINIUM

BY: 
President


Secretary

DECLARATION
OF
COTTONWOOD VILLAGE CONDOMINIUMS,
A CONDOMINIUM
Lincoln, Nebraska

DECLARATION ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP OF PREMISES LOCATED
IN THE CITY OF LINCOLN, LANCASTER COUNTY,
NEBRASKA, PURSUANT TO THE CONDOMINIUM
PROPERTY ACT OF THE STATE OF NEBRASKA

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DECLARATION

The undersigned (Declarant) hereby creates a Condominium in the manner established by the Nebraska Condominium Act.

1. NAMES: The name of the Condominium is Cottonwood Village Condominiums, a condominium. The name of the association is Cottonwood Village Condominiums, Inc., a nonprofit corporation.

2. DESCRIPTION: The Condominium is situated in Lancaster County, Nebraska, and "the real estate" included in the Condominium is described as follows:

Part of Lots 1, 2, 3, 4, 5, and 6, City Real Estate Company's subdivision of Lot 11, I.T., and Outlot C of South Glenn Addition, all in the NE 1/4 of Section 5, T. 9 N., R. 7 E., of the 6th P.M., Lincoln, Lancaster County, Nebraska described as follows: Beginning at the northeast corner of said Outlot C, and extending S. 0°-12'-56" E. along the east line of said Outlot C, 674.56 feet to the southeast corner of said Outlot C; thence N.89°-51'-30" W., 74.67 feet to the southwest corner of said Outlot C; thence S. 0°-05'-35" E., 123.05 feet; thence S.89°-58'-19" W., 220.00 feet; thence N.10°-12'-40" W., 129.68 feet to the point of curvature of a circular curve to the right having a central angle of 4°-49'-26", a radius of 600.00 feet, and whose chord bears N.72°-35'-17" E.; thence along the arc of said circular curve, 50.51 feet to the point of tangency; thence N.75°-00'-00" E., 52.89 feet to the point of curvature of a circular curve to the left having a central angle of 75°-00'-00", a radius of 125.00 feet, and whose chord bears N.37°-30'-00" E.; thence along the arc of said circular curve, 163.62 feet to the point of tangency; thence N. 0°-00'-00" E., 280.00 feet to the point of curvature of a circular curve to the left having a central angle of 12°-15'-00", a radius of 307.52 feet, and whose chord bears N. 6°-07'-30" W.; thence along the arc of said circular curve, 65.75 feet to the point of tangency; thence N.12°-15'-00" W., 61.25 feet to the point of curvature of a circular curve to the right having a central angle of 12°-15'-00", a radius of 307.52 feet, and whose chord bears N. 6°-07'-30" W.; thence along the arc of said circular curve, 65.75 feet to the point of tangency; thence N.90°-00'-00" E., 40.00 feet; thence N. 0°-00'-00" E., 50.00 feet; thence N.90°-00'-00" E., 110.00 feet to the point of beginning containing 2.80 acres, more or less.

Declarant hereby submits the real estate to the provisions of the Nebraska Condominium Act and Cottonwood Village Condominiums, Inc., a nonprofit corporation, as herein provided.

3. NUMBER OF UNITS: The anticipated number of units to be created, either initially or by the exercise of special Declarant rights is sixteen (16).

4. UNITS AND BOUNDARIES: The boundaries of each unit, including the unit's identifying number, are shown on Exhibit "A" (plat and plan). There are sixteen (16) units consisting of eight (8) duplex type buildings with two (2) units per building, each unit within a building has a party wall and footing. The units are numbered one (1) through sixteen (16) and the placement of each unit and its number are shown on Exhibit "A" (plat and plan). The boundaries of each unit consist of the space and all improvements located therein measured horizontally between the exterior surface of the walls and footings to the centerline of the party wall and footing (as shown on Exhibit "A", plat and plan), and the space measured vertically from the bottom of the footing, or the bottom of the concrete floor if the unit has a basement, to the ridge line of the roof, including all parts and structures of the roof and its overhangs. The boundaries of all units without a basement include the space between the bottom of the footing and the floor line.

5. LIMITED COMMON ELEMENTS: The limited common elements of Cottonwood Village Condominiums, a condominium, are as follows:

(a) If any chute, flue, duct, wire, conduit, bearing wall (except party walls), bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a unit, any portion thereof serving only that unit is a "limited common element" allocated solely to that unit, and any portion serving more than one unit or any portion of the common elements is a part of the common elements. Party walls are governed as hereinafter provided.

(b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single unit, but located outside the unit's boundaries, are limited common elements allocated exclusively to that unit.

(c) Anything to the contrary herein notwithstanding, each wall (hereinafter referred to as "party wall") which is built as part of the original construction of the units upon the real estate and placed on the dividing line between two units, shall constitute a limited common element allocated solely to the units it is serving. The general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

(1) The costs of reasonable repair and maintenance of a party wall shall be shared as limited common expenses by the unit owners who make use of the party wall, equally, or as otherwise agreed.

(2) If a party wall is destroyed or damaged by fire or other casualty, any unit owner who has used the wall may restore it, and if the other unit owners thereafter make use of the party wall, they shall contribute to the cost of restoration thereof, equally, or in proportion to such use, or as otherwise agreed, without prejudice, however, to the right of any such unit owner to call for a larger contribution from the other unit owner under any rule of law regarding liability for negligent or willful acts or omissions.

(3) Notwithstanding any other provision of this declaration, any unit owner who by his negligence or willful act causes the party wall to be exposed to the elements or otherwise destroyed, shall bear the whole cost of repair or furnishing the necessary protection against such elements.

(4) The right of any unit owner to contribution from any other unit owner under this Declaration in regard to party walls, shall be appurtenant to the land and shall pass to such unit owner's successors in title.

6. COMMON ELEMENTS: The common elements of Cottonwood Village Condominiums, a condominium, include all land, buildings and other improvements on the real estate other than the units and the limited common elements.

7. DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS: This Condominium is not subject to any development rights to add units or real estate and no power is reserved by Declarant to add such units or real estate, make the Condominium part of a larger condominium, group of condominiums or other real estate.

Declarant reserves the following special Declarant rights:

(a) To complete improvements indicated on the plat and plan, Exhibit "A".

(b) To use any unit (not more than one at one time) owned or leased by Declarant, as a model, sales office or management office. Units used by Declarant as a model, sales office or management office will be relocated in other units as the unit is sold or the lease expires. When all units are sold this special declarant right expires.

(c) To maintain signs advertising the condominium in or on any of the common elements or limited common elements until the last unit is sold.

(d) To appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control.

8. ALLOCATED INTERESTS: The allocated interests of Cottonwood Village Condominiums, a condominium, are as follows:

(a) Common Elements and Common Expenses. Each unit is hereby allocated an undivided one-sixteenth (1/16) interest in and to the common elements, and shall pay one-sixteenth (1/16) of any common expenses attributable to the common elements. In addition, each unit is hereby allocated and shall have a one-sixteenth (1/16) vote in the Association.

(b) Allocation Formula and Reallocation. The formula used to establish the interest in the common elements, common expenses and the allocated interest of votes in the Association is the ratio which each unit bears to the total number of all units in Cottonwood Village Condominiums, a condominium. The formula to be used to establish an allocated interest in common elements, common expenses and votes in the Association is the same if reallocation becomes necessary because of a change in total number of units.

9. CONVEYANCES: Any unit may be conveyed or encumbered, subject to the provisions of this Declaration. Subsequent to the filing of this Declaration, every deed, lease, mortgage, trust deed, will, or other instrument, may legally describe a condominium unit by its unit designation followed by the words "Cottonwood Village Condominiums, a condominium" with further reference to the plat and plan thereof filed for record and the recorded Declaration. Said description shall be substantially in the following terms:

"CONDOMINIUM UNIT NO. _____ in Cottonwood Village Condominiums, a condominium, Lancaster County, Nebraska, as shown on the plat and plan for Cottonwood Village Condominiums and the Declaration therefor, and any amendments thereto, including the optional basement area, if applicable, and subject to the Declaration, grants, covenants, easements, conditions and restrictions establishing a plan for condominium ownership of Cottonwood Village Condominiums, as set forth therein and of record."

Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect not only the unit, but also the common elements and limited common elements that are appurtenant, belong to or a part of each unit, subject to the easements, obligations, limitations, rights,

encumbrances, covenants, conditions, and restrictions created in this Declaration, and each such description shall be construed to include a non-exclusive easement for ingress and egress throughout and for the use of the common elements and the right to appropriate and exclusive use of any limited common elements.

10. SUBDIVISION: Units may not be combined or subdivided absent an appropriate amendment to this Declaration.

11. MAINTENANCE AND REPAIR: The Association is responsible for maintenance, repair and replacement of the common elements and the expenses therefor shall be allocated as provided herein. Each unit owner is responsible for the maintenance, repair and replacement of his or her unit and its limited common elements. Each unit owner shall promptly report to the Executive Board any need for maintenance, repair or replacement of common elements for which the Association is responsible. Notwithstanding the general provisions for maintenance, repair and replacement, the Executive Board may establish specific maintenance responsibilities or rules and regulations in regard thereto.

12. ALTERATIONS AND IMPROVEMENTS: A unit owner may make any improvements or alterations to the unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the condominium or any unit therein. A unit owner may not change the appearance of the common elements, limited common elements, or the exterior appearance of a unit or any other portion of the condominium without written approval of the Association.

13. COVENANTS AND RESTRICTIONS ON USE, OCCUPANCY AND ALIENATION OF UNITS. Each unit, the common elements and limited common elements shall be occupied and used as follows:

(a) No unit shall be used other than for residential purposes.

(b) No part of the property shall be used for other than housing and the related common purposes for which the property was designed. No garage shall be used for any purpose other than as an appurtenant part of the unit or the parking of cars, boats, pickups, trucks, trailers or other such vehicles and storage of household effects. Garages shall not be used for any business or commercial purpose or as repair shops.

(c) No noxious or offensive activity shall be permitted within any unit, on any common element or limited common element, nor shall anything be permitted in or upon such which is an annoyance or nuisance or which endangers the health or unreasonably disturbs the quiet of the occupants of the condominium.

(d) Nothing shall be done or kept in any unit or in the common elements or limited common elements which will increase the rate of insurance for the condominium or the contents thereof, applicable for residential use, without the prior written consent of the Executive Board. No unit owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on the property, or the contents thereof, or which would be in violation of any law. No waste shall be committed in or on the common elements or the limited common elements.

(e) No immoral, improper, abnormal, offensive, or unlawful use shall be made of property or any part thereof, and all valid laws, zoning ordinances and regulations of all government agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the condominium, shall be complied with, by and at the sole expense of the unit owner or the Executive Board, whichever has the obligation to maintain or repair such portion of the condominium. This project may be authorized pursuant to a Resolution and Special Permit issued by the City of Lincoln, Nebraska, and all unit owners shall observe the requirements, conditions, and restrictions, if any, contained therein.

(f) Nothing shall be done in any unit or in, on or to the common elements or limited common elements which will impair the structural integrity of the condominium or which would structurally change the buildings thereon except as otherwise provided in this Declaration, the Association By-Laws or Association rules and regulations.

(g) The common elements and limited common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited, and which are incident to the use and occupancy of the units for residential purposes.

(h) No antennas or satellite communication dishes may be erected by any unit owner.

(i) Waterbeds are allowed at unit owner's discretion.

(j) Each unit owner shall maintain the physical security of the building and his unit and limited common elements including keeping locks on exterior unit doors, sliding glass doors and windows.

(k) No items may be stored on balconies or patios.

(l) Patios and balconies may not be totally enclosed without the permission of the Executive Board.

(m) No pets, other than small household pets, are allowed on or in the common elements or limited common elements, or within any unit without the permission of the Executive Board. In no event shall large animals be permitted in the units or on the common elements or limited common elements.

(n) Each unit owner shall be responsible for the control of cooking odors within his unit by appropriate use of kitchen vents provided for such purpose.

(o) The property shall be subject to easements as shown on the plat and plan, Exhibit "A", and those easements and agreements otherwise of record.

(p) The property is subject to a road maintenance agreements and other utility hook-up and maintenance agreements as recorded in the Lancaster County Register of Deeds office relating to the property.

14. EASEMENTS FOR SUPPORT: Each unit, common element, and limited common element shall have an easement for lateral and subjacent support from every other unit, common element or limited common element.

15. ADVERTISING: No advertising signs, billboards, or other advertising devises shall be permitted on the units or common elements except as hereinbefore provided for by the Declarant or upon permission of the Executive Board.

16. ASSOCIATION: Cottonwood Village Condominiums, Inc., (Association) has been incorporated in Nebraska as a nonprofit corporation to provide for the management of the condominium.

17. MEMBERSHIP: Every person or entity who becomes a unit owner shall be a member of the Association. Any person who holds an interest in a unit merely as security for an obligation shall not be a member.

18. DECLARANT CONTROL: Declarant shall control the Association and may appoint and remove the officers and members of the Executive Board until the earlier of:

(a) Sixty (60) days after conveyance of ninety percent (90%) or fifteen (15) of the units which may be created to unit owners other than a Declarant; or

(b) Two (2) years after Declarant has ceased to offer units for sale in the ordinary course of business.

Not later than sixty (60) days after conveyance of twenty-five percent (25%) or four (4) of the units which may be created to unit owners other than a Declarant, at least one (1)

member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected exclusively by unit owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) or eight (8) of the units which may be created to unit owners other than a Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the Executive Board shall be elected exclusively by unit owners other than the Declarant.

No later than the termination of the period of Declarant control, the unit owners shall elect an Executive Board as provided by the By-Laws of Cottonwood Village Condominiums, Inc. The Executive Board shall elect its officers. The Executive Board members and officers shall take office upon election.

19. INSURANCE: Commencing not later than the time of the first conveyance of a unit to a person other than a Declarant, the Association shall maintain to the extent reasonably available:

(a) Property insurance on the property and condominium including the common elements and special limited common elements insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils. The total amount of insurance after application of any deductibles shall be determined by the Executive Board, but in no event shall be less than eight percent (80%) of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies; and

(b) Liability insurance, including medical payments insurance, in an amount and with such deductibles as determined by the Executive Board, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership or maintenance of the condominium and property, the common elements and limited common elements.

In the case of a building containing units having horizontal boundaries described in the Declaration, the insurance maintained under subdivision (a) above, to the extent reasonably available, shall include the units, but need not include improvements or betterments installed by unit owners.

If the insurance described in subsections (a) and (b) of this section is not reasonably available, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States Mail to all unit owners. The Association, in any event, may carry other insurance as it or the Executive Board deems appropriate to protect the Association or the unit owners.

Insurance policies carried pursuant to subsections (a) and (b) as above stated, must provide that each unit owner is an insured under the policy with respect to liability arising out of his or her interest in the common elements, limited common elements or membership in the Association; that the insurer waives its right to subrogation under the policy against any unit owner or member of his or her household; that no act or omission by any unit owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and if, at the time of a loss under the policy, there is other insurance in the name of a unit owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

Any loss covered by the property policy under subdivisions (a) and (b) as herein provided must be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any mortgage or beneficiary under a Deed of Trust. The insurance trustee or the Association shall hold any insurance proceeds in trust for unit owners and lienholders as their interests may appear. Subject to provisions hereinafter provided, relating to repair or replacement in the event of damage or destruction to condominium property, the proceeds of such insurance must be disbursed first for the repair or restoration of the damaged property, and unit owners and lienholders are not entitled to receive payment for any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the condominium is terminated.

Any insurance policy issued to the Association does not prevent a unit owner from obtaining insurance for his or her own benefit.

An insurer that has issued an insurance policy under this section shall issue certificates or memorandum of insurance to the Association, and upon written request, to any unit owner, mortgagee or beneficiary under a Deed of Trust. The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each unit owner and each mortgagee or beneficiary under a Deed of Trust to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

Any portion of the condominium for which insurance is required under this section which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) the condominium is terminated, (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (iii) eighty percent (80%) of the unit owners, including every owner of a unit or assigned limited common

element which will not be rebuilt, vote their allocated voting interest in the Association not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense or limited common expense as defined in this Declaration. If the entire condominium is not repaired or replaced, (i) the insurance proceeds attributable to the damaged common elements must be used to restore the damaged area to a condition compatible with the remainder of the condominium, (ii) the insurance proceeds attributable to units and limited common elements which are not rebuilt must be distributed to the owners of those units and the owners of the units to which those limited common elements were allocated, or to lienholders, as their interests may appear, and (iii) the remainder of the proceeds must be distributed to all unit owners or lienholders as their interests may appear, in proportion to the common element interests of all the units. If the unit owners vote not to rebuild any unit, that unit's allocated interests are automatically reallocated upon the vote as if the unit had been condemned as provided by the Nebraska Condominium Act, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations. Notwithstanding the provisions of this section, the Nebraska Condominium Act shall govern the distribution of insurance proceeds if the condominium is terminated.

20. CONTRACTS FOR USE OF COMMON ELEMENTS AND OTHER ASSOCIATION SERVICES: The Executive Board may enter into leases or other contracts for the use by others of the Association's common elements or to provide lawn mowing, snow removal and other services offered by the Association to its unit owners.

21. LIABILITY: Any tort liability arising from the use of the common elements shall be a common expense and any deficiency in insurance coverage of such liability shall be borne by all unit owners in proportion to the allocated interests for common expense as provided herein. Any tort liability arising from the use of limited common elements shall be a limited common expense and shall be borne by the unit owner of such limited common element.

22. CONDEMNATION: If any part of the condominium is condemned for public use, the award shall be payable in accordance with the Nebraska Condominium Act.

23. USE OF AND EASEMENTS OVER COMMON ELEMENTS: The Association and each unit owner shall have the right to use the common elements, other than limited common elements, and shall have an easement over the common elements therefor. The Association, and each unit owner of a unit to which a limited common element is allocated, shall have the right to use such limited common element and shall have an easement over such limited common element therefor. The Executive Board may grant easements, leases, licenses and concessions over the common elements or limited common elements for the installation and

maintenance of utilities and for such other purposes as the Board deems to be in the best interests of the condominium.

24. ASSESSMENTS AND LIENS: The members and unit owners shall pay assessments for common expenses and limited common expenses. These assessments may be annual assessments, special assessments, or assessments made on a monthly basis as the Executive Board deems appropriate. Such assessments shall be in proportion to the allocated interests as set forth herein, according to the type of expense which was incurred, i.e. common expense or limited common expense. Each assessment shall be the personal obligation of the unit owner of the unit assessed at the time of the assessment, shall bear interest at the legal rate from the date established by the Executive Board until paid, and when shown of record, shall be a lien upon the unit assessed, its allocated portion of common elements and any limited common elements of the unit owner.

(a) The Executive Board may assess costs of insurance in accordance with the allocated interest set forth herein, or in proportion to the risk;

(b) The Executive Board may assess costs of utilities in proportion to the allocated interest set forth herein or in proportion to usage;

(c) The Executive Board may assess a member or unit owner with the cost of maintenance or repair of common elements, limited common elements or exterior surfaces necessitated by willful or negligent conduct of the member or unit owner by adding such cost to the next assessment against the member's unit.

(d) Any special assessment for capital improvement shall be approved by an affirmative vote of unit owners representing 66 2/3% of the allocated interest for voting in the Association, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members with notice of the special assessment being contained in the notice of the special meeting.

Assessments may be made, approved and levied by the Executive Board. Assessments for capital improvements must be made and approved by members of the Association as provided above and shall be levied after such approval by the Executive Board.

The lien of any assessment is prior to all other liens and encumbrances except (i) liens and encumbrances recorded before the recordation of the Declaration, (ii) a first mortgage or deed of trust on the unit and its appurtenant elements recorded before the date on which the assessment sought to be enforced was recorded, and (iii) liens for real estate taxes and other governmental assessments or charges against the unit and its appurtenant elements.

25. BINDING EFFECT: The covenants contained in this Declaration shall run with the land and shall bind the Declarant and all persons claiming under the Declarant.

26. ENFORCEMENT: Enforcement of the covenants contained in this Declaration may be by proceedings at law or in equity against any person violating or attempting to violate any covenant. The proceedings may be to restrain the violation or recover damages, and by the Association, may be to enforce any lien or obligation created by the covenants.

27. AMENDMENTS: The condominium established by this Declaration, except as prohibited by law, may be amended as provided herein, or if not otherwise provided herein, in writing upon approval by unit owners possessing sixty-six and two-thirds percent (66 2/3%) of the allocated interests of votes in the Association at any time. The condominium established by this Declaration may be terminated, in writing, by unit owners possessing eighty percent (80%) of the allocated interests of votes in the Association.

28. SEVERABILITY: The invalidation of any one (1) of the provisions of this Declaration shall not affect the validity of the remaining provisions.

29. GENDER: The use of the masculine gender or any other gender in this Declaration shall be deemed to include the feminine gender and neuter gender, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

CHUCK SCHMIDT CONSTRUCTION, INC.,
Declarant

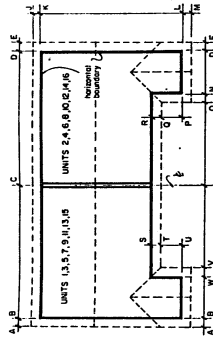
BY:

Charles F. Schmidt
Declarant's President

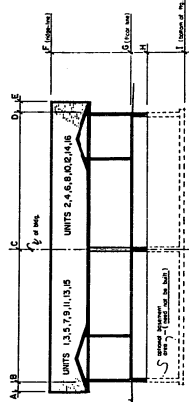
Marilyn R. Schmidt
Declarant's Secretary

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

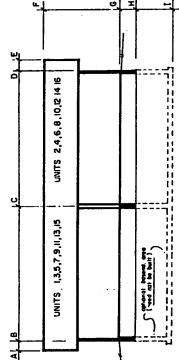
On this 11th day of November, 1985, before me, the undersigned notary public, duly commissioned and qualified in and for said county, personally appeared Charles F. Schmidt, President, and Marilyn R. Schmidt, Secretary, of Chuck Schmidt Construction, Inc., personally known to me to be the identical persons who signed the above and foregoing instrument and



horizontal view



front vertical view



rear vertical view

Legal description
 PLANNED UNIT DEVELOPMENT
 UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 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acknowledged the execution of the same to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and seal the day and year last above written.


Notary Public

