

MASTER DEED

establishing

COUNTRY CLUB APARTMENTS CONDOMINIUM PROPERTY REGIME

We, the undersigned, being all the owners of the hereinafter described property, do hereby declare our desire to submit said property to the regime established by Section 76-801 through Section 76-823, R. S. Supp. 1963, hereinafter called the CONDOMINIUM PROPERTY ACT;

NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, That JOHN C. MOSSAUS and ETHEL E. MOSSAUS, husband and wife; FLORENCE S. ANDERSON, an unmarried widow; LINDA C. ANDERSON; HERBERT H. MEILE and GLADYS G. MEILE, husband and wife; JOSIE SHIPLEY, an unmarried widow; JENNIE OAKS and EDWIN H. OAKS, wife and husband; DOBA D. HOLLIDAY, an unmarried widow; EMMA L. DICKSON, single; JOSEPH E. JANICK and ELEANOR JANICK, husband and wife; MARY ELLEN TINGLEY, single; ELIZABETH M. KRUSTON, an unmarried widow; LULA HANSEN, an unmarried widow; CATHERINE CHRISTIE MARTIN, an unmarried widow; and LINDA MAE WALFORD, single, the undersigned, in consideration of the premises and One Dollar (\$1.00) and other valuable consideration in hand paid, do hereby submit the lands herein described and the buildings and other improvements thereon to the condominium property regime established by the CONDOMINIUM PROPERTY ACT, and do hereby adopt the By-Laws attached hereto. Each apartment and garage hereinafter described may be individually conveyed and encumbered and may be the subject of ownership, possession or sale and of all types of juridic acts inter vivos or mortis causa, as if each were solely and entirely independent of the other apartments and garages and the corresponding undivided titles and interests shall be recordable; PROVIDED, that the use and enjoyment of each apartment and garage and the common elements shall be subject to the provisions of this Master Deed, the By-Laws and the CONDOMINIUM PROPERTY ACT, and said Deed, By-Laws and Act as they may be amended from time to time.

ARTICLE I. Description of the property.

Section 1. Name. The name by which this condominium property regime is to be identified is COUNTRY CLUB APARTMENTS CONDOMINIUM PROPERTY REGIME, hereinafter called "Condominium".

Section 2. The land. The land which is hereby submitted to the condominium property regime is situated in Douglas County, Nebraska and is described as follows, to-wit:

Lots 11, 12 and 13, Block 1 in Country Club District, an Addition to the City of Omaha, as surveyed, platted and recorded; also,

The South 36.8 feet of Lots 8 and 10 and all of the South 36.8 feet of Lot 9 except that portion shown and designated as a grass plot on the plat and survey prepared by Edward Thomas Engineering Company dated April 23, 1949; all in Block 1 in Country Club District, an Addition to the City of Omaha, as surveyed, platted and recorded.

Section 3. Easements. The Condominium is subject to and includes the following easements appearing of record in the Office of the Register of Deeds of Douglas County, Nebraska, to-wit:

A. In favor of the Condominium and the property abutting immediately on the North, jointly.

(1) The concrete driveway as presently constructed and in use along approximately the North 15 feet of the condominium land, and along approximately the South 15 feet of the premises adjoining on the North, shall be used as a joint driveway by the respective owners of said adjoining property; that said jointly used driveway shall be kept clear of obstacles; that the expense of upkeep and repair of said jointly used driveway shall be shared equally by the respective owners of said adjoining properties; that said above described property and the property adjoining on the North shall have reciprocal easement rights over and across said joint driveway for the purposes aforesaid and that the owners and occupants of said premises adjoining on the North, their agents, servants, licensees, etc., shall have the right and privilege of crossing and re-crossing said concrete driveway for the purpose of ingress and egress from the above mentioned Grass Plot.

(2) The sewer line as presently constructed and in use and serving the property adjoining the condominium land on the North, running East and West under said joint driveway through Lots 10 and 9 and a portion of Lot 8, thence Southeastwardly through Lot 8 along the East line of Lot 13, to join and connect with the sewer

main in Coxy Street, shall be used jointly by the respective owners of the condominium property and the premises adjoining on the North and as a water drainage line for both properties, including the right of the owners of said premises adjoining on the North to maintain, repair or replace said sewer line, the cost of such maintenance, repair or replacement to be borne by the owner or owners of said premises adjoining on the North; and that the condominium property and the property adjoining on the North shall have reciprocal easement rights for the use of said sewer line as aforesaid. If the above described premises are damaged in the process of repairing or replacing said sewer line, such damage shall be remedied by and at the cost of the owner or owners of said premises adjoining on the North.

B. Against the condominium.

(1) The tool room shown and designated on the said Howard Thomas Engineering Company's Plat and Survey as being attached to the five-stall garage building located on Lot 8 shall be reserved as storage space for the use and benefit of the owner or owners of the property adjoining on the North so long and during such period as said five-stall garage building shall remain in existence. At the expiration of such period, the right to use the said tool room by the owners of the premises adjoining on the North shall terminate.

Section 4. Buildings and other improvements.

A. Plat and Survey. The plat and survey referred to in Article I, Section 2 showing the location of the garage buildings, tool room and the grass plot is attached as Exhibit "A".

B. Easements. Easements are reserved through the condominium property as may be required for utility services in order to adequately serve the condominium; provided, however, such easements through an apartment shall be only according to the plans and specifications for the building containing the apartment, or as the building is constructed, unless approved in writing by each co-owner affected.

C. IMPROVEMENTS. The improvements upon the land include the following:

(1) APARTMENT BUILDINGS. The condominium includes twelve (12) similar apartments all for residential purposes and janitor's quarters located in three (3) similar apartment buildings, designated as the East Building, North Building, and West Building, which buildings are more particularly described hereafter.

(2) GARAGE BUILDINGS. The condominium includes ten (10) garages in two (2) garage buildings, designated as the East Garage Building and West Garage Building on Exhibit "A", attached hereto, and are more particularly described hereafter.

(3) Other Improvements. A tool room attached to the West side of the East Garage Building, as shown in Exhibit "A".

ARTICLE II. General description and number of each apartment and garage.

Section 1. Apartment Area. Each apartment shall consist of the area bounded as follows:

A. Horizontal boundaries. The upper and lower boundaries of the apartments shall be:

(1) Upper boundary:

(a) Apartments next to roof — the plane of the under surfaces of the chords of the roof trusses which serve as ceiling joists.

(b) Other apartments — the plane of the under surfaces of the floor joist of the floor above.

(2) Lower boundary — the plane of the under surfaces of the sub-floor.

B. Vertical boundaries. The vertical boundaries of the apartments shall be:

(1) Walls abutting exterior of building — the outer surface (nearest studs) of the inner wall.

(2) Interior building walls — the outer surface (nearest the studs) of the inner wall or the outer surface (nearest concrete blocks) of the inner wall abutting the concrete blocks around the stairwells and the flues.

Section 2. Garage Area. Each garage shall consist of the area bounded as follows:

A. Horizontal boundaries.

- (1) Upper boundary — the plane of the under surfaces of the chords of the roof trusses which serve as ceiling joists.
- (2) Lower boundary — plane of under surface of the concrete slab.

B. Vertical boundaries.

- (1) The plane of the outer surface (nearest studs) of the inner wall.

Section 3. Location of apartments. The location and number of each apartment shall be:

A. EAST BUILDING.

- (1) Plans. East Building consists of two (2) floors and a basement and is designated as "Bldg. #3" on the attached plans, consisting of twelve (12) sheets.
- (2) Apartments. The apartments in East Building are identified and briefly described as follows:

<u>IDENTIFICATION</u>	<u>BRIEF DESCRIPTION</u>
Apartment 1	A one bedroom apartment located on the south end of the first floor.
Apartment 2	A one bedroom apartment located on the north end of the first floor.
Apartment 3	A one bedroom apartment located on the south end of the second floor.
Apartment 4	A one bedroom apartment located on the north end of the second floor.

The location and boundaries of said apartments are more particularly described upon the building plans which are attached hereto.

B. NORTH BUILDING.

- (1) Plans. North Building consists of two (2) floors and a basement and is designated as "Bldg. #2" on the attached plans.
- (2) Apartments. The apartments in North Building are identified and briefly described as follows:

IDENTIFICATION

BRIEF DESCRIPTION

Apartment 5

A one bedroom apartment located on the east end of the first floor.

Apartment 6

A one bedroom apartment located on the west end of the first floor.

Apartment 7

A one bedroom apartment located on the east end of the second floor.

Apartment 8

A one bedroom apartment located on the west end of the second floor.

The location and boundaries of said apartments are more particularly described upon the building plans which are attached hereto.

C. WEST BUILDING.

(1) Plans. West Building consists of two (2) floors and a basement and is designated as "Bldg. #1" on the attached plans.

(2) Apartments. The apartments in West Building are identified and briefly described as follows:

IDENTIFICATION

BRIEF DESCRIPTION

Apartment 9

A one bedroom apartment located on the south end of the first floor.

Apartment 10

A one bedroom apartment located on the north end of the first floor.

Apartment 11

A one bedroom apartment located on the south end of the second floor.

Apartment 12

A one bedroom apartment located on the north end of the second floor.

(3) Janitor's quarters. The janitor's quarters are located in the basement.

The location and boundaries of said apartments and janitor's quarters are more particularly described upon the building plans which are attached hereto.

Section 4. Location of Garages: The location and number of each garage shall be:

A. EAST GARAGE BUILDING. The East Garage Building contains five (5) garages numbered consecutively from Garage No. 1 in the

extreme East portion of the building through Garage No. 5 in the extreme West portion of the building.

B. WEST GARAGE BUILDING. The West Garage Building contains five (5) garages numbered consecutively from Garage No. 6 in the extreme East portion of the building through Garage No. 10 in the extreme West portion of the building.

ARTICLE III. General description of the common elements.

Section 1. General common elements. The general common elements shall include the land, janitor's quarters, porches and all other parts of the condominium not included within an apartment or garage and not hereafter specified as a limited common element.

Section 2. Limited common elements.

A. Locker rooms. The locker room or storage space located in the basement of each apartment building shall be for the sole use of such co-owners as have an apartment in the building.

B. Garage buildings and driveway. The garage building and driveway shall be for the sole use of such co-owners as have a garage, subject to the easement mentioned in Article 1, Section 3, Subsection A and Subsection B.

ARTICLE IV. Percentage appertaining to each apartment and garage owner.

Section 1. Value of condominium. The value of the condominium for the sole purpose of the Condominium Property Act is \$60,000.00.

Section 2. Value of each apartment and garage. The value of each apartment and garage for the sole purpose of the Condominium Property Act and the percentage appertaining to each apartment and garage owner, and, in the event an apartment or garage is owned by more than one person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, the percentage appertaining to such apartment or garage owners collectively in the profits and expenses of and rights in the elements held in common, together with the proportionate representation for voting purposes in meetings of the Association of Co-Owners, are as follows:

APARTMENT NO.	VALUE	PERCENTAGE	VOTE
1	\$5,000.00	8.3333%	1
2	\$5,000.00	8.3333%	1
3	\$5,000.00	8.3333%	1
4	\$5,000.00	8.3333%	1
5	\$5,000.00	8.3333%	1
6	\$5,000.00	8.3333%	1
7	\$5,000.00	8.3333%	1
8	\$5,000.00	8.3333%	1
9	\$5,000.00	8.3333%	1
10	\$5,000.00	8.3333%	1
11	\$5,000.00	8.3333%	1
12	\$5,000.00	8.3333%	1

Each garage shall have the value of NO DOLLARS. Each owner of an apartment or apartment and garage and, in event there are more than one owners of an apartment or apartment and garage, each such group of owners of such apartment or apartment and garage shall be referred to as "Co-Owner" in this Master Deed and the By-Laws.

Section 3. Alteration of percentage. The percentage appertaining to each co-owner and the proportionate representation for voting purposes as set forth in Section 2 of this Article shall not be changed except with the unanimous consent of all the co-owners expressed in amendment to this Master Deed duly recorded in the office of the Register of Deeds of Douglas County, Nebraska, or successors thereof.

ARTICLE V. Limitation on use of Apartments, Garages and Common Elements. The apartments, garages and common elements shall be occupied and used as follows:

Section 1. No co-owner shall occupy or use his apartment or garage or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for him and his family. No co-owner shall allow guests to reside in the condominium for a period in excess of forty-eight (48) hours nor shall lease the apartment or garage without the prior written approval of the Board of Administrators.

Section 2. There shall be no obstruction of the common elements. Nothing shall be stored in the common elements without the prior consent of the Board of Administrators.

Section 3. Nothing shall be done or kept in any apartment, garage or common element which will increase the rate of insurance on the common

elements, without the prior written consent of the Board of Administrators. No co-owner shall permit anything to be done or kept in his apartment or garage or in the common elements which will result in the cancellation of insurance on any apartment, garage or any part of the common elements, or which would be in violation of any law. No waste will be committed in the common elements.

Section 4. No sign of any kind shall be displayed to the public view on or from any apartment, garage or common element without the prior consent of the Board of Administrators.

Section 5. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any apartment, garage or common element.

Section 6. No noxious or offensive activity shall be carried on in any apartment, garage or common element, nor shall anything be done therein which may disturb the peace of the other co-owners, nor shall any apartment, garage or common element be used at any time for the purpose of giving instructions in music, including piano and voice lessons.

Section 7. Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Board of Administrators.

Section 8. No apartment, garage or common element shall be used for purposes contrary to law, morals or normal behavior.

Section 9. There shall be no violation of such Regulations for the use of the common elements as may be adopted by the Association of Co-Owners pursuant to the By-Laws and furnished in writing to each co-owner, and the Association of Co-Owners is authorized to adopt such Regulations, and amend same from time to time as they see fit.

Section 10. Settling or lateral movement. In interpreting the plans or other instruments affecting the property or apartment, the boundaries of the property or apartment constructed or reconstructed in substantial accordance with the plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the plans, regardless of the settling or lateral movement of the property.

ARTICLE VI. Apartments not to be separated from common elements or garages.

Section 1. Partition. The general and/or limited common elements, together with reserves of the Association of Co-Owners, shall remain undivided and no owner shall bring any action for partition or division.

Section 2. Other separation. The undivided interest in the general and/or limited common elements, together with reserves of the Association of Co-Owners, shall not be separated from the apartment or garage to which same appertain.

Section 3. The garage shall be owned only by an owner of an apartment in the Condominium, and shall be part of and pass with the apartment owned by such co-owner as an appurtenance thereto and shall not be separated therefrom except by lease or transfer of title to another apartment owner.

"Apartment", as the term is used in the Master Deed and By-Laws shall include appurtenant garages, unless the context requires otherwise.

Section 4. Liens. Any mechanic or materialman entitled to a lien on the condominium property by virtue of a contract with the Association shall perfect his lien in the manner provided by law by filing individual accounts against each apartment for each co-owner's share. The lien shall also attach to each garage appurtenant to the apartment against which the lien is filed. In event less than all co-owners pay their respective shares when due, the Board of Administrators may turn over such sums as are collected to such mechanic or materialman and shall, when so turning the sums over, furnish the mechanic or materialman with a written statement itemizing the name and apartment number of each co-owner so failing to pay his share, and the amount thereof unpaid.

Section 5. Insurance. The Board of Administrators shall obtain and continue in effect blanket insurance on behalf of the Association in form and amount approved by the Association and in compliance with the By-Laws. A co-owner may obtain individual insurance on his apartment, subject to the restrictions set forth in the By-Laws.

ARTICLE VIII. Maintenance of Community Interest. In order to maintain a community of congenial residents and thus protect the value of the apartments, the transfer of an apartment by a co-owner shall be subject to the following provisions, which provisions each co-owner covenants to observe:

Section 1. Transfer subject to approval.

A. Sale. No co-owner may dispose of an apartment or any interest therein without approval of the Association, except to another co-owner.

B. Lease. No co-owner may dispose of an apartment or any interest therein by lease without approval of the Association, except to another co-owner.

C. Gift. If any co-owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

D. Devise or inheritance. If any co-owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

E. Other transfers. If any co-owner shall acquire his title by any manner not heretofore considered in this Section, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

Section 2. Approval by Association. The approval of the Association which is required for the transfer or ownership of apartments shall be obtained in the following manner:

A. Notice to Association.

(1) Sale. A co-owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the co-owner's option may include a demand by the co-owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) A co-owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee

as the Association may reasonably require, and an executed copy of the proposed lease.

(3) Gift; devise or inheritance; other transfer.

A co-owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the co-owner as the Association may reasonably require, and a certified copy of the instrument evidencing the co-owner's title.

(4) Failure to give notice. If the notice to the

Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

B. Certificate of approval.

(1) Sale. If the proposed transaction is a sale, then

within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the public records of Douglas County, Nebraska.

(2) Lease. If the proposed transaction is a lease,

then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the lessee.

(3) Gifts; devise or inheritance; other transfers.

If the co-owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days

after receipt of such notice and information the Association must either approve or disapprove the continuance of the co-owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the co-owner and shall be recorded in the public records of Douglas County, Nebraska.

C. Approval of corporate owner or purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the co-owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be also approved by the Association.

Section 3. Disapproval by Association. If the Association shall disapprove a transfer or ownership of an apartment, the matter shall be disposed in the following manner:

A. Sale. If the proposed transaction is a sale and if the notice of sale given by the owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the co-owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be three appraisers who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. One appraiser

shall be appointed by the Association, one by such co-owner so giving notice, and the third shall be appointed by these two appraisers.

(2) The purchase price shall be paid in cash.

(3) Within thirty (30) days after the delivery or mailing of said agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later, such co-owners shall deliver to the Association abstract of title or a title insurance policy showing marketable record title in fee simple, free and clear of all liens, encumbrances and special taxes (except assessments referred to in Article I hereof) in such co-owner in his apartment. The sale shall be closed thirty (30) days after delivery of such abstract or title insurance policy with possession given to the Association on day of closing. In event the abstract or title policy shows a lien, encumbrance or special assessment or one or more of each of any combination thereof, then such portion of the sale price as is reasonable shall be put in escrow to cover such matter.

(4) If the Association shall fail to provide a purchaser upon the demand of the co-owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

B. Lease. If the proposed transaction is a lease, the co-owner shall be advised of the disapproval in writing, and the lease shall not be made.

C. Gifts; devise or inheritance; other transfers. If the co-owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the co-owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the co-owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be three appraisers who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. One appraiser shall be appointed by the Association, one by such co-owner so giving notice, and the third shall be appointed by these two appraisers.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within ten (10) days following the determination of the sale price.

(4) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

Section 4. Mortgage. No co-owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, or a savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

Section 5. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, or savings and loan association which acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings;