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THIS MASTER DEED AND DECLARATION made this 29th day of January, 1982 by THE DEAUVILLE CO., a Nebraska partnership (herein called "Developer"), for itself, its successors, grantees and assigns,

WITNESSETH:

1) The purpose of this Master Deed is to submit the lands herein described and the improvements to be built thereon to the condominium form of ownership and use in the manner provided by Sections 76-801 through 76-824, R.R.S. Nebraska (herein called "Condominium Act"), and the name by which this condominium is to be identified is Deauville Condominium Property Regime No. 1.

2) The lands owned by the Developer which are hereby submitted to the condominium regime are described as follows:

Parts of Lot 1 in Oak Hills of Millard, an Addition to the City of Omaha, Douglas County, Nebraska as more particularly described on Exhibit "A" attached hereto (being the apartment complex and garages).

Part of Northwest Quarter (NW-1/4) of Section 7-14-12 and part of Outlot 1, Oak Hills of Millard Replat I, an Addition to City of Omaha, all in Douglas County, Nebraska, as more particularly described on Exhibit "A" attached hereto (being the Sports Courts).

3) The definitions set forth in Section 76-802, R.R.S. Nebraska shall govern this Master Deed and the attached By-Laws.

4) The condominium will consist of ten buildings with a height of not more than 2 stories plus basement. The buildings will contain a total of 58 apartments which may only be used for residential purposes. The condominium will also include automobile garages, parking areas, gardens and landscaping. The total ground floor area of all buildings (including garages) aggregates 40,812 square feet and the total land area aggregates 187,108 square feet. Said buildings and improvements together with their location on the land and the area and location of each apartment are more particularly described in the building plans which are attached hereto and recorded with this Master Deed.

5) The general common elements of the condominium are described as follows: Swimming pool, fencing, recreational facilities with equipment and appurtenances, hallways, laundry areas, party room, sauna room, rental guest bedrooms, and all of the land on which the buildings stand including all of the surrounding lands embraced within the legal description specified above; the exterior surfaces of all apartment buildings except that exterior screening, window glass, storm doors and exterior doors including garage doors shall not be common elements;

the foundations, exterior walls and party walls, roofs, yards and gardens, except that any exterior wood deck to which an individual apartment has direct access and which is a part of said apartment, as delineated on the attached plans shall not be common elements; drives, walks, parking areas and all parts of the property and improvements which are not located within the interior of the apartments as shown on the attached plans; common water meters and common chimney flues used by more than one apartment. The air conditioning compressor supplying coolant for each apartment is not a common element but is a part of each such apartment and shall be maintained and replaced as needed by each co-owner. Each co-owner shall be responsible for the repair, maintenance and replacement of the interior of his apartment and the exterior portions thereof which have been excluded from the above definition of common elements including specifically, but not limited to, exterior glass, screens, storm doors, entry doors and garage doors; it being understood that the only common area maintenance of exterior doors shall be the painting or finishing of the exterior surfaces thereof. If any co-owner fails to make all reasonable and necessary repairs and replacements of the parts of the exterior of his apartment which are herein excluded from the common elements and are thereby included within the individual apartment definition, then the Association may perform such work, invoice the owner for the cost thereof and secure and enforce a claim and lien therefor against the co-owner and his apartment in like manner as a delinquent assessment for common element expense.

6) The total basic value of the entire condominium regime is \$2,614,175.00, and the basic value of each apartment together with the percentage which each apartment shall share in the expenses of and the rights in the common elements are as set forth on Exhibit "B" attached hereto. The apartments numbered G-04 through G-61 are single automobile parking garages which shall be separately sold and conveyed to owners of the other numbered apartments listed on Exhibit "B", which said apartments are each one-family residences (herein called "residential apartments.") Said garage apartments shall at no time be sold or conveyed to or owned or used by any person other than an owner or occupant of one of the residential apartments. Although exterior decks are not part of the individual residential apartments for which each owner shall have the maintenance obligation, the Association shall have the power to adopt and enforce rules limiting and regulating the use of such decks.

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7) The following covenants, conditions and restrictions relating to this condominium regime shall run with the land and bind all co-owners, tenants of such owners, employees and any other persons who use the property, including the persons who acquire the interest of any co-owner through foreclosure, enforcement of any lien or otherwise:

a) Deauville Association #1, Inc. (Association herein) a Nebraska non-profit corporation, has been incorporated to provide a vehicle for the management of the condominium. Each co-owner shall automatically be deemed a member of said Association. The By-Laws of said Association are also the By-Laws of this condominium regime and are attached hereto.

b) The common elements are for the use and enjoyment of all co-owners. The ownership of the common elements shall remain undivided, and no person or co-owner shall bring any action for the partition or division of the common elements. The Association shall from time to time establish rules and regulations for the use of the common elements, and all co-owners and users shall be bound thereby. The Association shall have the sole jurisdiction over and responsibility for making alterations, improvements, repairs and maintenance of the common elements. The share of a co-owner in the common elements is appurtenant to his apartment and inseparable from apartment ownership. Assessments against co-owners for insurance, common element expenses and reserves and for other expenses incurred by the Association shall be made pursuant to the By-Laws. Assessments paid within ten days after the date when due shall not bear interest, but all sums not paid within said ten-day period shall bear interest at the highest legal contract rate from due date until paid. If any co-owner shall fail or refuse to make any payment of such assessments when due, the amount thereof plus interest shall constitute a lien upon the co-owner's interest in his apartment and in the property, and upon the recording of such lien by the Association in the Register of Deeds of the county wherein the condominium is located, such amount shall constitute a lien prior and preferred over all other liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and lien instruments.

c) Each co-owner shall be responsible:

1) To maintain, repair and replace at his expense all portions of his apartment which are not included in the definition of common elements.

2) To refrain from painting, decorating or changing the appearance of any portion of the exterior of the apartment building; unless approved by the Association in writing.

3) To promptly report to the Association any defect or need for repairs which are the responsibility of the Association.

d) Each apartment shall be used and occupied only by one family, its servants and guests as a residence and for no other purpose. No apartment may be subdivided into a smaller unit nor any portion thereof sold or transferred without first amending this Master Deed to show the changes in the apartments to be subdivided.

e) No practice or use shall be permitted on the condominium property or in any apartment which shall be an annoyance to other co-owners or residents of the area or which shall interfere with their peaceful use and enjoyment of their property. All portions of the property and of the apartment shall be kept clean and sanitary and no use thereof shall be made which constitutes a violation of any laws, zoning ordinances, governmental regulations or regulations of the Association.

f) No co-owner may sell or lease his apartment or any interest therein unless he shall have given to the Association, at least five days prior to closing of such sale or lease, a written notice specifying the names and current address of such buyers or lessees and the terms and price of such sale or lease together with a copy of the proposed sale agreement or lease. The above provisions regarding notice of transfers shall not apply to acquisition of ownership through foreclosure of a mortgage upon an apartment.

g) Unless a greater number is required by law, co-owners representing two-thirds or more of the total basic value of the condominium may at any time in writing duly acknowledged and recorded effect an amendment to the By-Laws of said condominium which are attached hereto; and unless a greater number is required by law, co-owners representing three-fourths or more of the total basic value of the condominium may at any time in writing duly acknowledged and recorded effect any alteration, deletion or amendment to this Master Deed; provided that such changes shall not bind any then existing mortgage holders of record unless they likewise consent to such change in writing.

h) This condominium regime may be terminated or waived by written agreement of co-owners representing three-fourths or more of the total basic value of the condominium and by all lien holders of record; which agreement shall be acknowledged and recorded in the Register of Deeds and termination shall be effective as of recording date. Following termination, the property may be judicially partitioned and sold upon the

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petition of any co-owner, but if co-owners representing three-fourths of the total basic value of the condominium agree in writing to sell or otherwise dispose of the condominium property, then all co-owners shall be bound to execute such deeds or other documents reasonably necessary to effect such sale or disposition when and as required by the Board of Directors of the Association. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition. In no event may the condominium property be sold or otherwise disposed of without the prior termination or waiver of the regime, unless such sale or disposition is approved in writing by co-owners representing 100 per cent of the total basic value of the condominium and by the holders of all mortgages of record covering any apartments within the condominium. Notwithstanding any provision in the By-Laws, there shall be no reduction or deletion or conveyance of the common elements without the prior written consent of the holders of all mortgages of record against any apartments within the condominium.

i) Household pets will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time to time. All garage doors must remain closed at all times except when cars are entering or exiting the garage space. No garbage cans or trash receptacles are to be permitted outside unless fully screened from view in a manner approved in writing by the Association. Private barbecue grills may not be used in the common areas, and outside use or storage of barbecue grills will be subject to regulation, restriction or exclusion by the Association. Automobile parking will be subject to regulation and restriction by the Association.

j) All notices required hereby shall be in writing and sent by certified or registered mail--return receipt requested.

1) To a co-owner at his last-known address on the books of the Association.

2) To the condominium or the Association at registered office of the Association.

THE DEAUVILLE CO.

By: *Harold E. Grove*
Harold E. Grove
Managing Partner

STATE OF NEBRASKA) On the date first-above written before
)ss. me, the undersigned, a Notary Public in
COUNTY OF DOUGLAS) and for said County, personally came
HAROLD E. GROVE, Managing Partner of The Deauville Co., a
Partnership, to me personally known to be the Managing Partner
and the identical person whose name is affixed to the above
instrument, and he did acknowledge that he executed the fore-
going instrument as his voluntary act and deed as such officer
and as the voluntary act and deed of said Partnership.

Helen A. Goebel
Notary Public



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EXHIBIT "A"

That part of Lot 1, in Oak Hills of Millard, an Addition to the City of Omaha, in Douglas County, Nebraska, more particularly described as follows: Commencing at the Northeast corner of Lot 1, thence Southerly along the Westerly right of way line of Deauville Drive (formerly Oaks Lane) on a 1362.23 foot radius curve to the left a distance of 191.80 feet to a point of reverse curve, thence continuing Southerly on a 2323.51 foot radius curve to the right a distance of 265.49 feet, thence North $89^{\circ}48'11''$ West (assumed bearing) along a line 450 feet South of and parallel to the North line of said Lot 1 a distance of 37.0 feet to the point of beginning, thence continuing North $89^{\circ}48'11''$ West a distance of 155.5 feet, thence North $0^{\circ}11'49''$ East a distance of 23.0 feet, thence South $89^{\circ}48'11''$ East a distance of 155.5 feet, thence South $0^{\circ}11'49''$ West a distance of 23.0 feet to the point of beginning.

That part of Lot 1, in Oak Hills of Millard, an Addition to the City of Omaha, in Douglas County, Nebraska, more particularly described as follows: Commencing at the Northeast corner of Lot 1, thence, Southerly along the Westerly right of way line of Deauville Drive (formerly Oaks Lane) on a 1362.83 foot radius curve to the left a distance of 191.80 feet to a point of reverse curve, thence continuing Southerly on a 2323.51 foot radius curve to the right a distance of 265.49 feet, thence North $89^{\circ}48'11''$ West (assumed bearing) along a line 450 feet South of and parallel to the North line of said Lot 1 a distance of 381.44 feet; thence South $34^{\circ}43'03''$ West a distance of 85.9 feet to the point of beginning, thence continuing South $34^{\circ}43'03''$ West a distance of 155.5 feet, thence North $55^{\circ}16'57''$ West a distance of 24.0 feet, thence North $34^{\circ}43'03''$ East a distance of 155.50 feet, thence South $55^{\circ}16'57''$ East a distance of 24.0 feet to the point of beginning.

That part of Lot 1, in Oak Hills of Millard, an Addition to the City of Omaha, in Douglas County, Nebraska, more particularly described as follows: Commencing at the Northeast corner of Lot 1, thence Southerly along the Westerly right of way line of Deauville Drive (formerly Oaks Lane) on a 1362.23 foot radius curve to the left a distance of 191.80 feet to a point of reverse curve, thence continuing Southerly on a 2323.51 foot radius curve to the right a distance of 265.49 feet to the point of beginning, thence continuing Southerly on a 2323.51 foot radius curve to the right a distance of 52.51 feet, to a point of compound curve, thence Southerly and Westerly on a 303.40 foot radius curve to the right a distance of 629.62 feet to a point of tangency, thence North $67^{\circ}26'50''$ West a distance of 70.0 feet to a point of curvature, thence Northwesterly on a 183.73 foot radius curve to the right a distance of 86.39 feet to a point of tangency, thence North $40^{\circ}30'17''$ West a distance of 30.04 feet, thence North $34^{\circ}43'03''$ East a distance of 323.40 feet, thence South $89^{\circ}48'11''$ East, along a line 450 feet South of and parallel to the North line of said Lot 1 a distance of 381.44 feet to the point of beginning.

A tract of land located in the Northwest Quarter of Section 7, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska and part of Outlot 1, Oak Hills of Millard, Replat I, an Addition to the City of Omaha, in Douglas County, Nebraska, more particularly described as follows: Beginning at the Westerlymost corner of said Outlot 1; thence on a 237.16 foot radius curve to the left along the Northerly line of said Outlot 1, (chord distance 136.65 feet) a distance of 138.61 feet; thence South $68^{\circ}34'56''$ West a distance of 147.13 feet to the Northeasterly right of way line of County Road 336B; thence North $40^{\circ}06'51''$ West along the Northeasterly right of way line of County Road 336B a distance of 83.19 feet; thence North $46^{\circ}53'08''$ East a distance of 100.00 feet to the point of beginning.

EXHIBIT B

Apt.#	Basic Value	Z	Apt.#	Basic Value	Z
1-101	29,750.00	1.14	G-04	2,975.00	.11
1-102	31,875.00	1.22	G-05	2,975.00	.11
1-103	29,750.00	1.14	G-06	2,975.00	.11
1-104	29,750.00	1.14	G-07	2,975.00	.11
1-105	31,875.00	1.22	G-08	2,975.00	.11
1-107	31,875.00	1.22	G-09	2,975.00	.11
1-108	29,750.00	1.14	G-10	2,975.00	.11
1-109	29,750.00	1.14	G-11	2,975.00	.11
1-110	31,875.00	1.22	G-12	2,975.00	.11
1-111	29,750.00	1.14	G-13	2,975.00	.11
1-112	31,875.00	1.22	G-14	2,975.00	.11
1-115	31,875.00	1.22	G-15	2,975.00	.11
1-116	29,750.00	1.14	G-16	2,975.00	.11
1-117	29,750.00	1.14	G-17	2,975.00	.11
1-118	31,875.00	1.22	G-18	2,975.00	.11
1-119	29,750.00	1.14	G-19	2,975.00	.11
1-201	36,125.00	1.39	G-20	2,975.00	.11
1-202	36,125.00	1.39	G-21	2,975.00	.11
1-203	36,125.00	1.39	G-22	2,975.00	.11
1-204	36,125.00	1.39	G-23	2,975.00	.11
1-205	36,125.00	1.39	G-24	2,975.00	.11
1-206	36,125.00	1.39	G-25	2,975.00	.11
1-207	36,125.00	1.39	G-26	2,975.00	.11
1-208	36,125.00	1.39	G-27	2,975.00	.11
1-209	36,125.00	1.39	G-28	2,975.00	.11
1-210	36,125.00	1.39	G-29	2,975.00	.11
1-211	36,125.00	1.39	G-30	2,975.00	.11
1-212	36,125.00	1.39	G-31	2,975.00	.11
1-214	36,125.00	1.39	G-32	2,975.00	.11
1-215	36,125.00	1.39	G-33	2,975.00	.11
1-216	36,125.00	1.39	G-34	2,975.00	.11
1-217	36,125.00	1.39	G-35	2,975.00	.11
1-218	36,125.00	1.39	G-36	2,975.00	.11
1-219	36,125.00	1.39	G-37	2,975.00	.11
1-301	46,750.00	1.79	G-38	2,975.00	.11
1-302	46,750.00	1.79	G-39	2,975.00	.11
1-303	46,750.00	1.79	G-40	2,975.00	.11
1-304	46,750.00	1.79	G-41	2,975.00	.11
1-305	42,500.00	1.63	G-42	2,975.00	.11
1-306	42,500.00	1.63	G-43	2,975.00	.11
1-307	42,500.00	1.63	G-44	2,975.00	.11
1-308	46,750.00	1.79	G-45	2,975.00	.11
1-309	46,750.00	1.79	G-46	2,975.00	.11
1-310	46,750.00	1.79	G-47	2,975.00	.11
1-311	46,750.00	1.79	G-48	2,975.00	.11
1-312	42,500.00	1.63	G-49	2,975.00	.11
1-314	42,500.00	1.63	G-50	2,975.00	.11
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1-318	46,750.00	1.79	G-54	2,975.00	.11
1-319	46,750.00	1.79	G-55	2,975.00	.11
*1-320	80,750.00	3.09	G-56	2,975.00	.11
*1-321	80,750.00	3.09	G-57	2,975.00	.11
*1-322	80,750.00	3.09	G-58	2,975.00	.11
*1-323	80,750.00	3.09	G-59	2,975.00	.11
*1-324	80,750.00	3.09	G-60	2,975.00	.11
*1-325	80,750.00	3.09	G-61	2,975.00	.11
				2,614,175.00	100%

*These six apartments are town houses and the garage is included in the basic value and in the percentage total.

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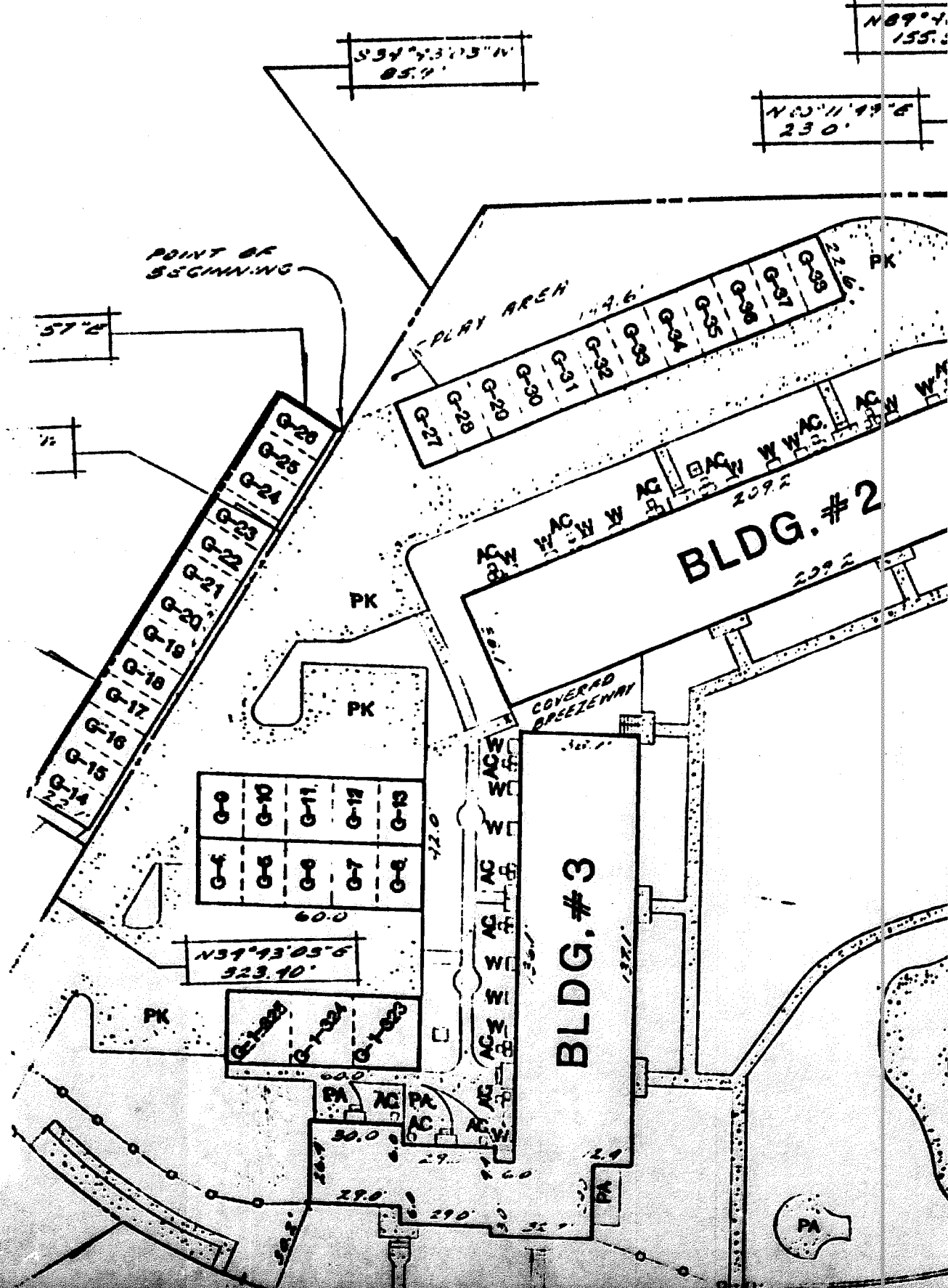
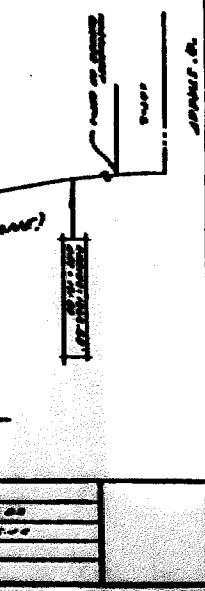
BOOK 1682 PAGE

POOR INSTRUMENT FILED

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears in the records of the Office of the State Surveyor, at Tallahassee, Florida, this 15th day of August, 1958.

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears in the records of the Office of the State Surveyor, at Tallahassee, Florida, this 15th day of August, 1958.

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears in the records of the Office of the State Surveyor, at Tallahassee, Florida, this 15th day of August, 1958.



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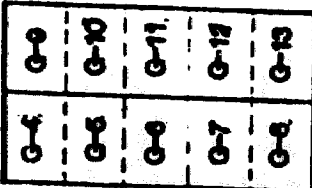
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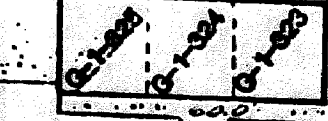
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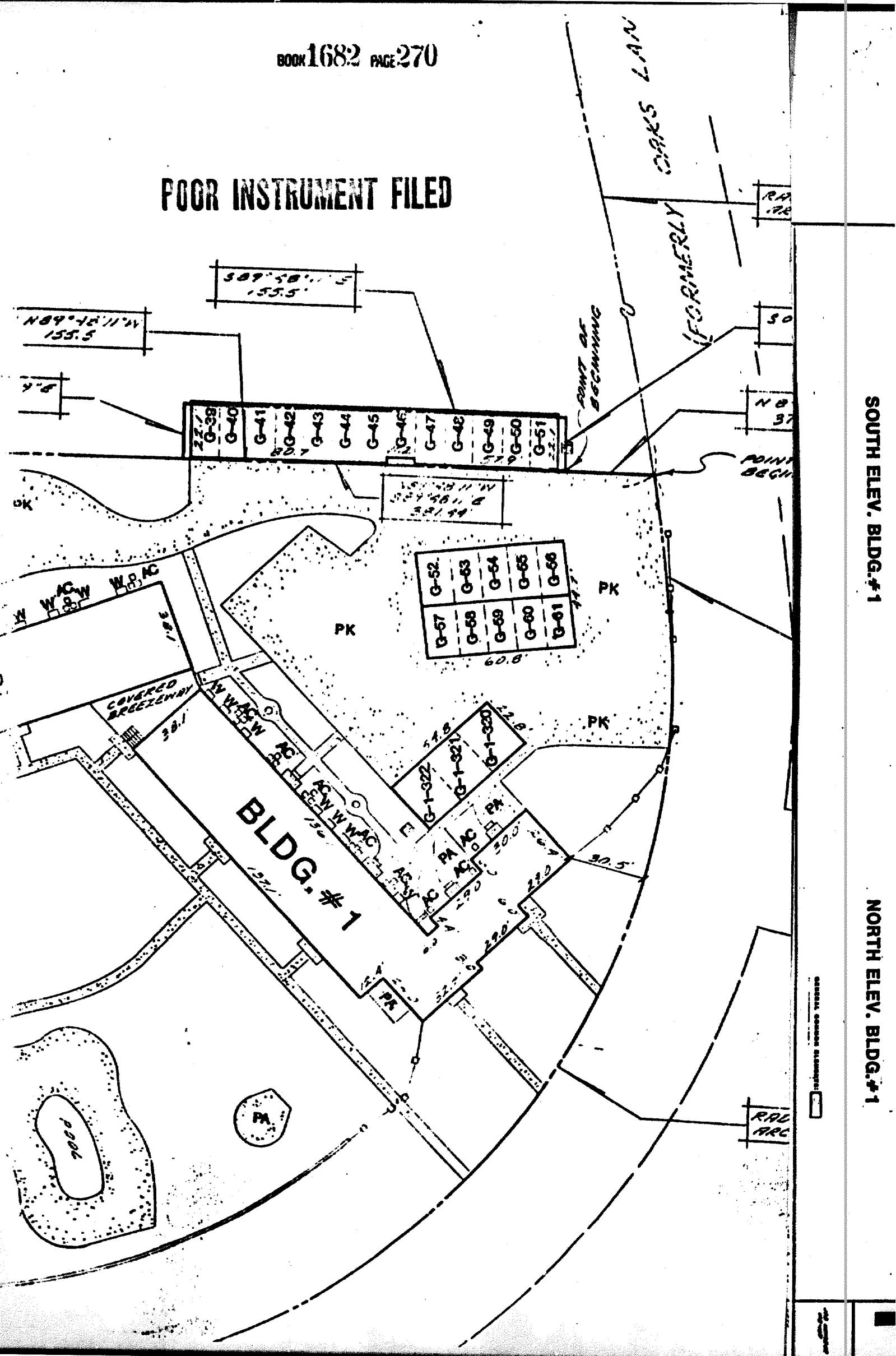
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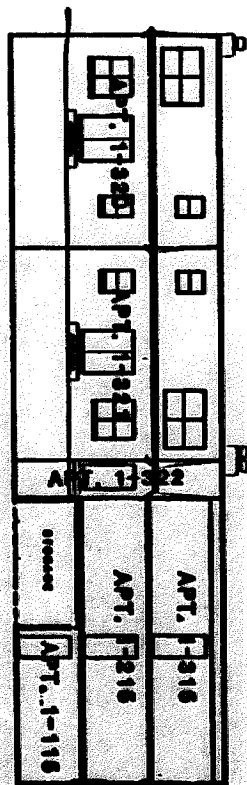
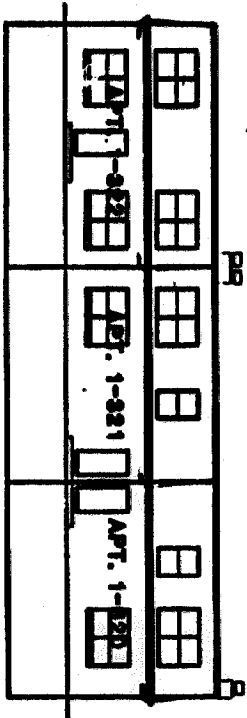
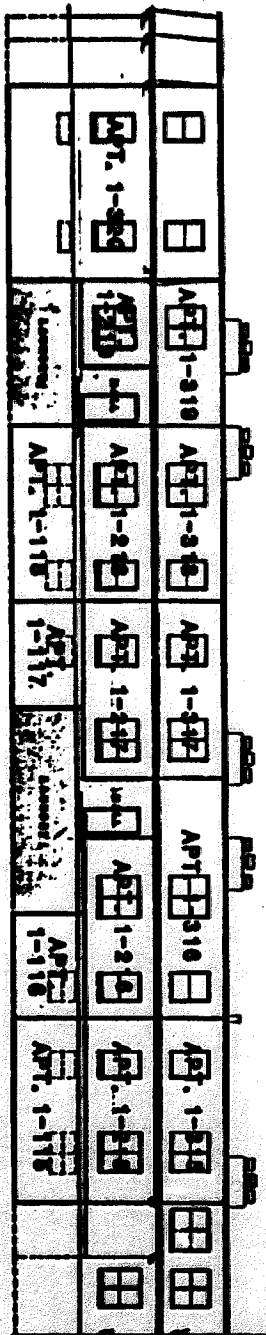
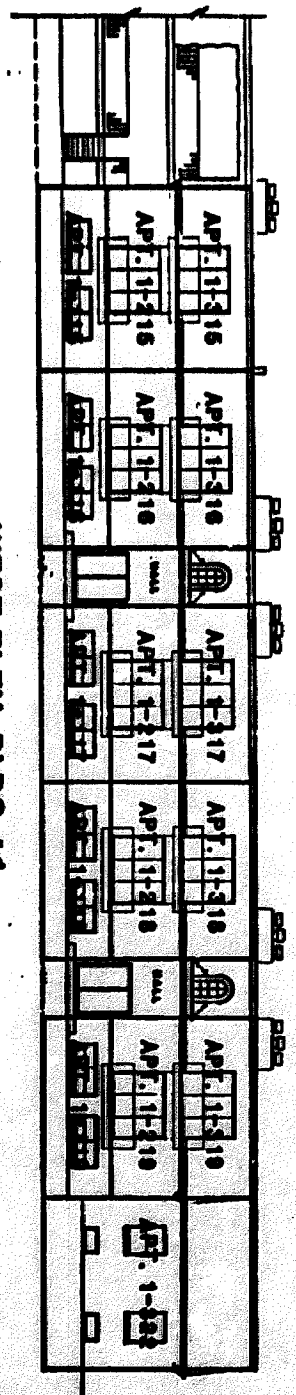
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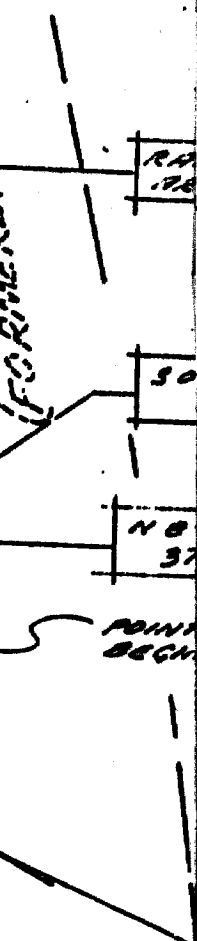
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GENERAL NOTES: [Symbol]

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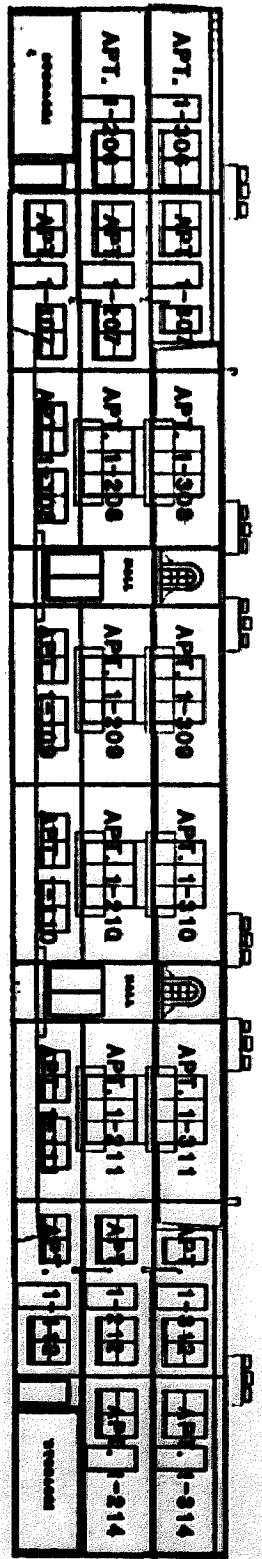




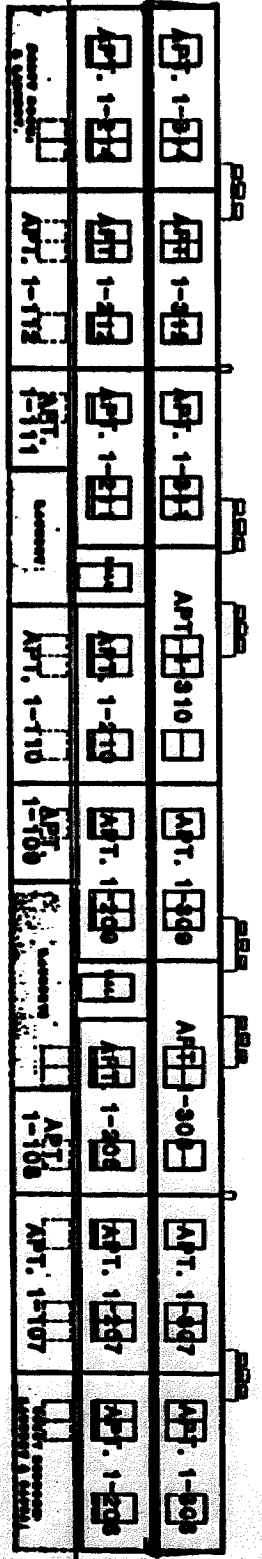
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SOUTH ELEV. BLDG.#3

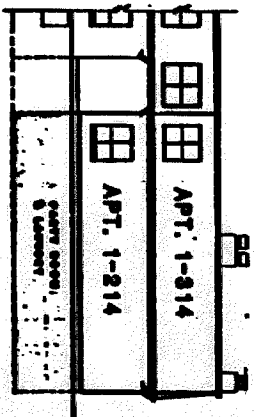
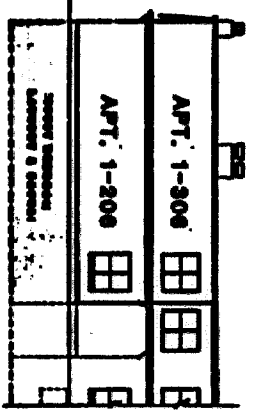
APARTMENT ENTRANCE



SOUTH ELEV. BLDG.#2

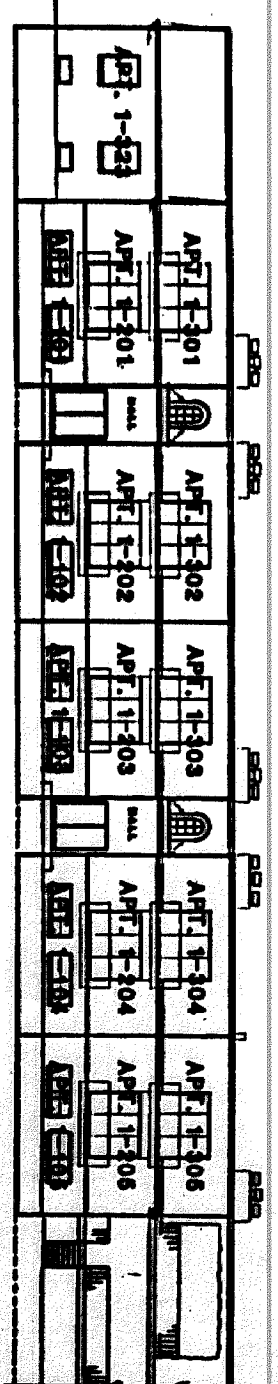


NORTH ELEV. BLDG.#2

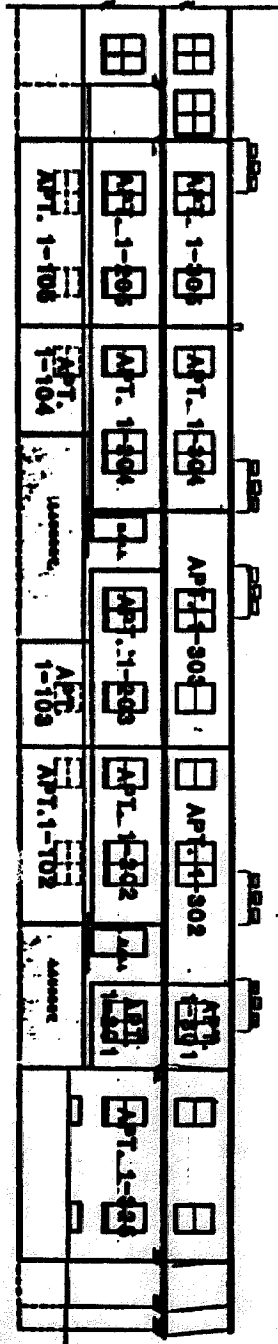


WEST ELEV. BLDG.#2

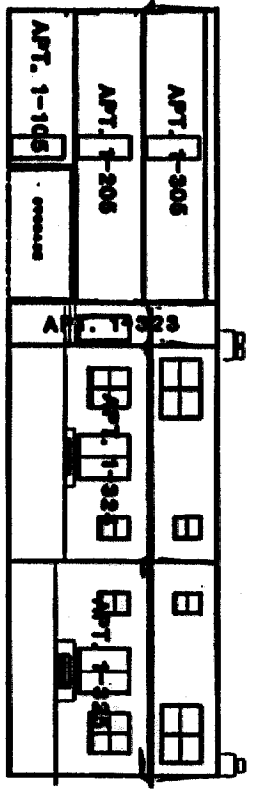
EAST ELEV. BLDG.#2



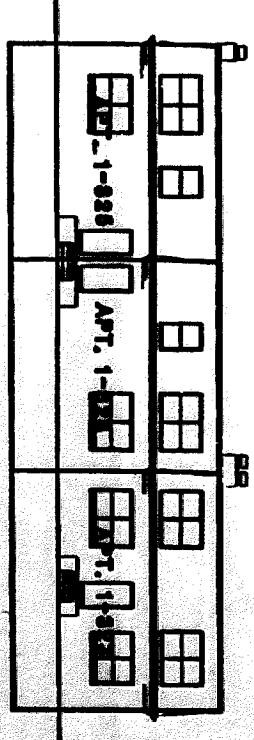
EAST ELEV. BLDG. #3



WEST ELEV. BLDG. #3



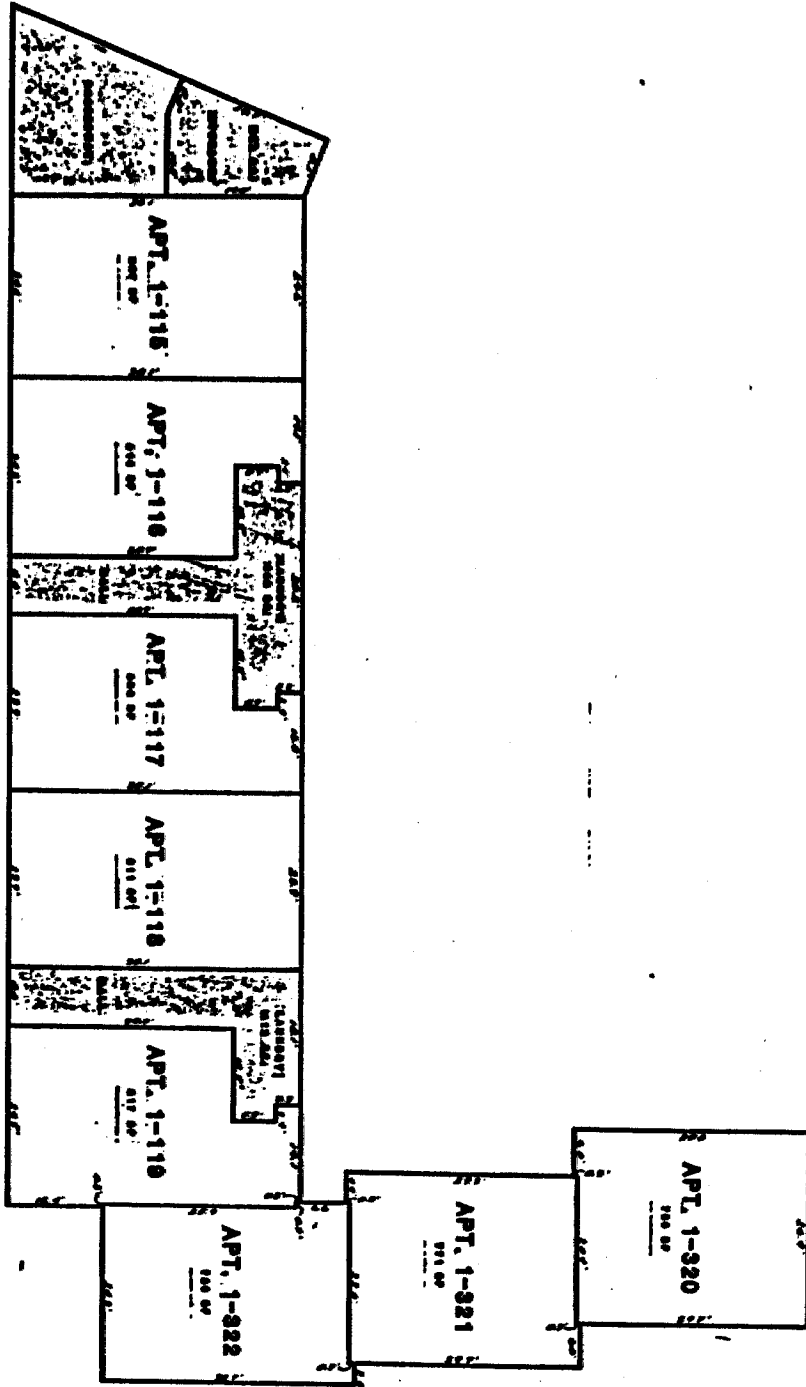
NORTH ELEV. BLDG. #3



SOUTH ELEV. BLDG. #3

GENERAL SERVICE ELEVATOR

LOWER LEVEL PLAN BLDG. # 1



The dimensions shown on this plan are based on the actual measurements of the building and are not to be construed as a warranty of accuracy. The owner is responsible for the accuracy of the information shown on this plan.

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GENERAL CONSTRUCTION SPECIFICATIONS

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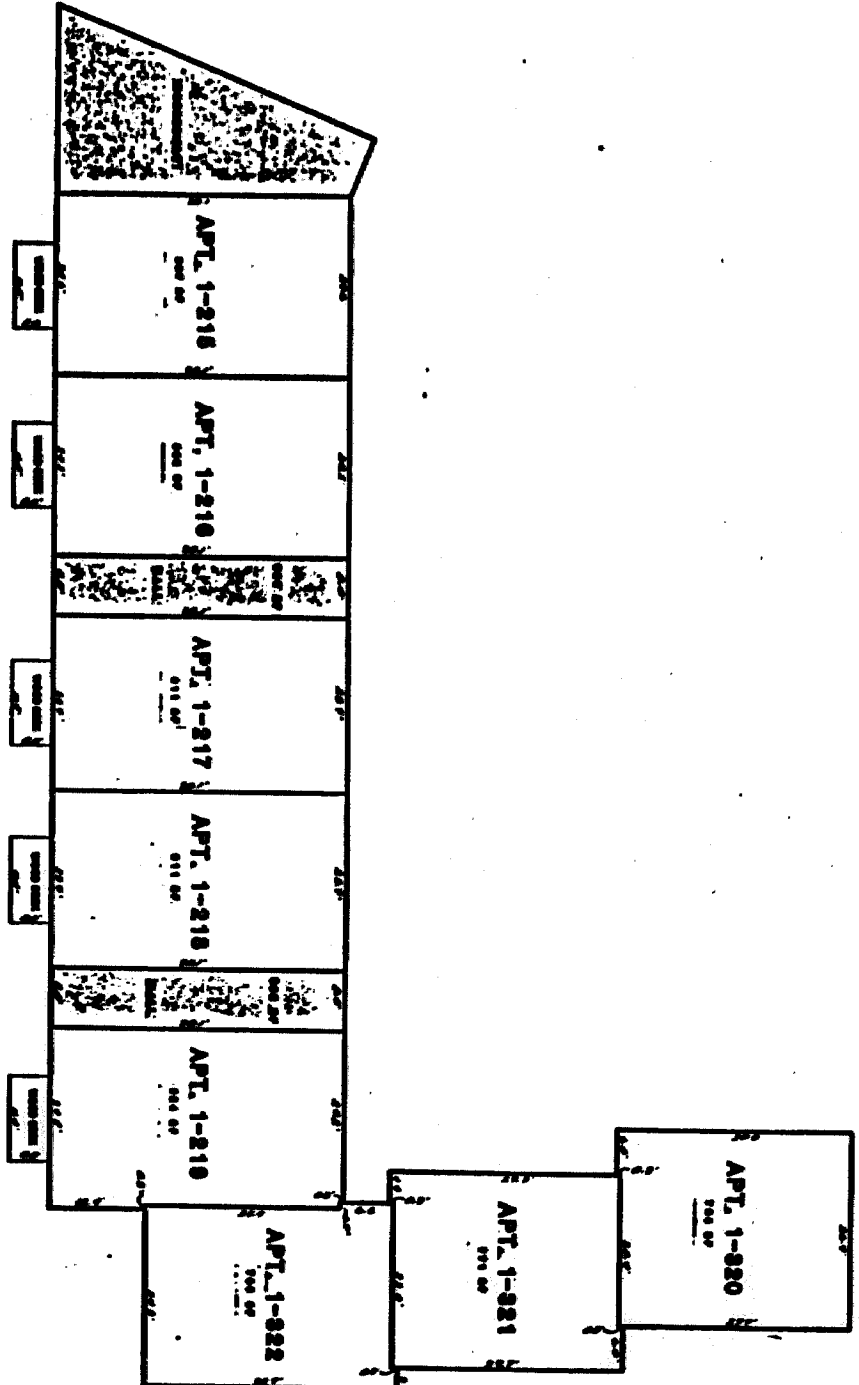


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THOMPSON, DENISON & BORN
 Consulting Engineers & Land Surveyors

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 1 AND 2ND FLOOR ONLY

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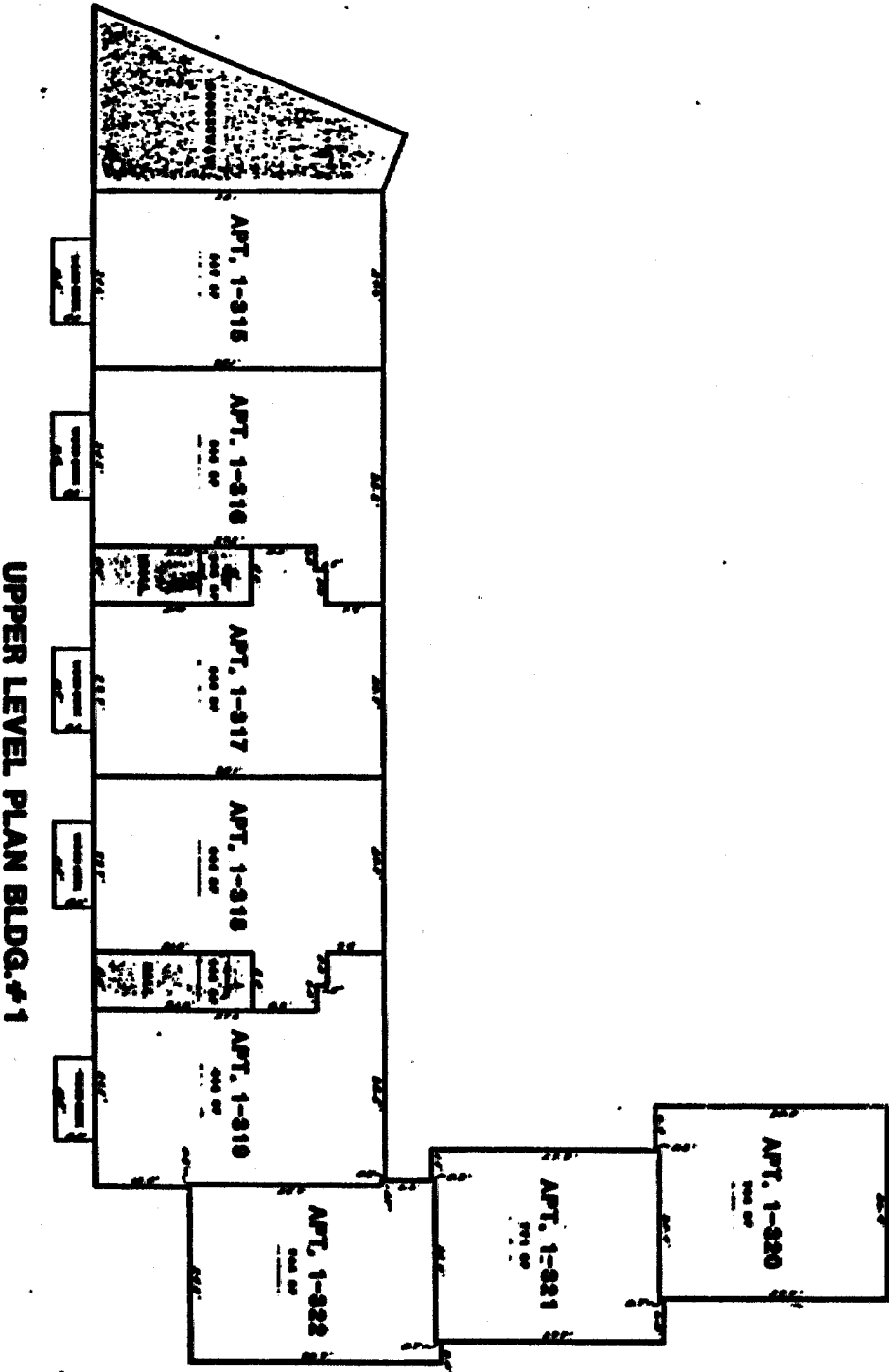
MIDDLE LEVEL PLAN BLDG. # 1



ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS SHOWN ARE FOR INFORMATION ONLY. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE DIMENSIONS SHOWN. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE DIMENSIONS SHOWN.

GENERAL DESIGN ASSUMPTIONS:





NOTES:
The dimensions shown on this plan are for the purpose of showing the location of the units. The actual dimensions of the units may vary slightly from those shown on this plan.

LOWER LEVEL PLAN BLDG.#2

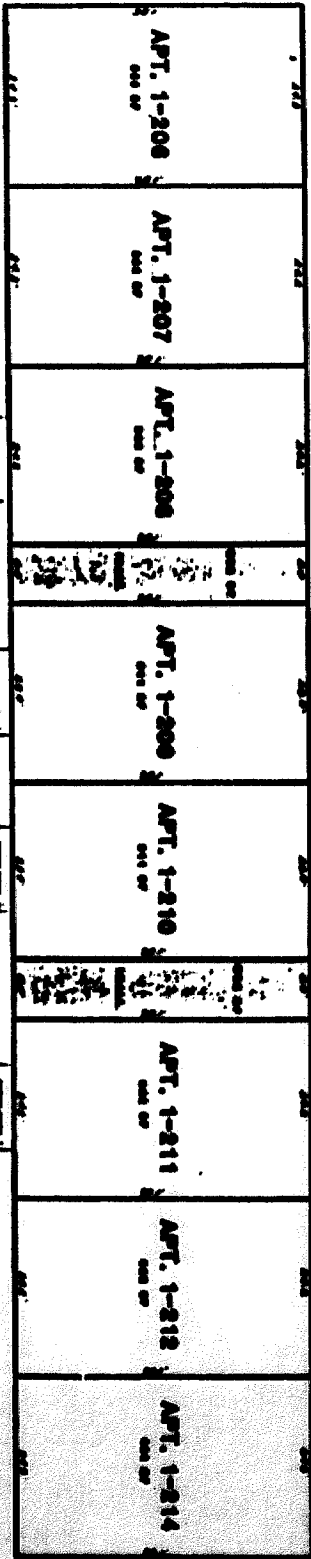


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Drawing, Design & Land Services

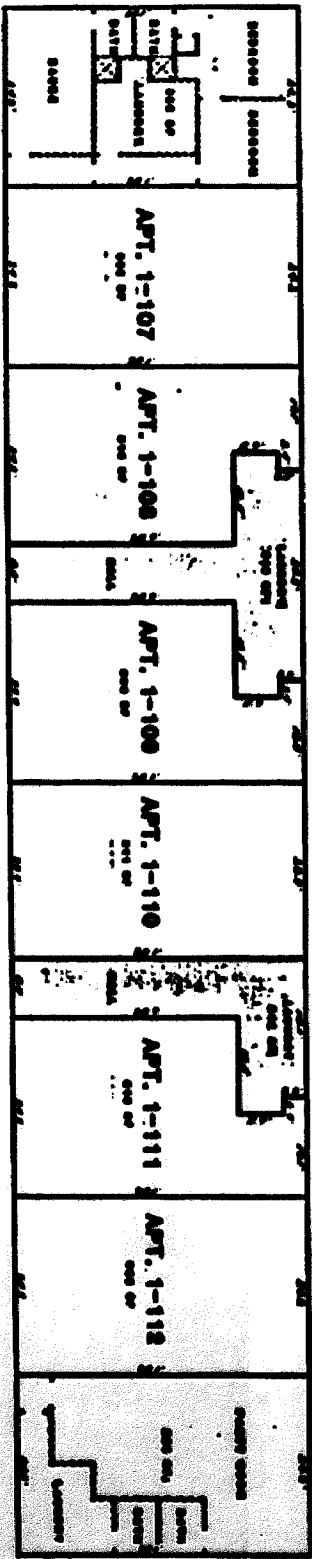
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UPPER LEVEL PLAN BLDG. #2



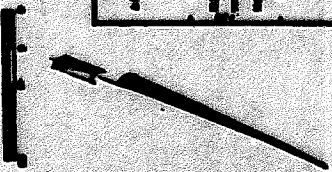
MIDDLE LEVEL PLAN BLDG. #2



LOWER LEVEL PLAN BLDG. #2

THE INFORMATION SHOWN ON THIS PLAN IS THE PROPERTY OF THE CITY OF LOS ANGELES. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE CITY OF LOS ANGELES.

GENERAL NOTES: SEE SHEET 1682-277 FOR ADDITIONAL INFORMATION.



ENGINEERING, DESIGN & SCIENCE
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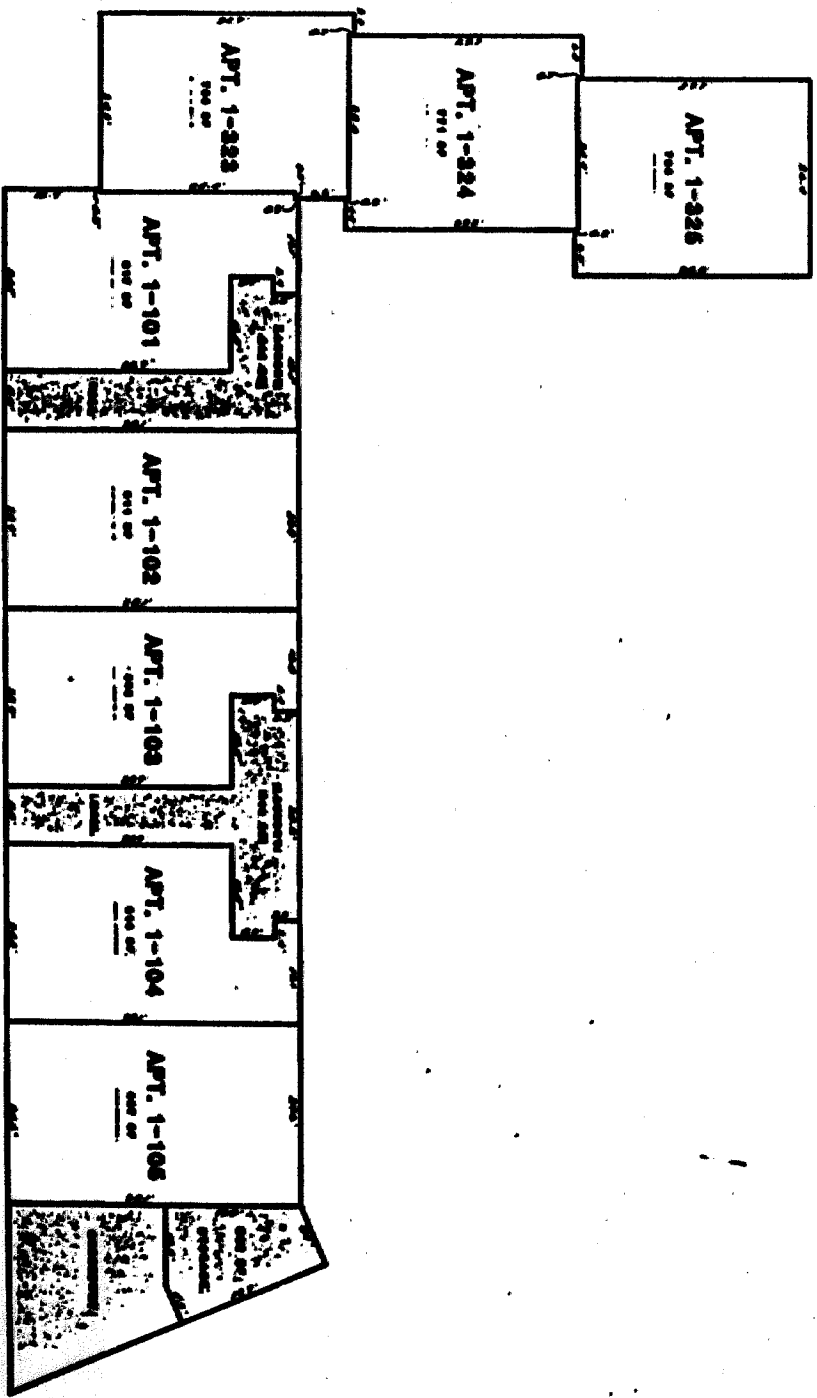
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DATE: 10/15/11

BY: [Signature]

1682-277
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LOWER LEVEL PLAN BLDG. #3

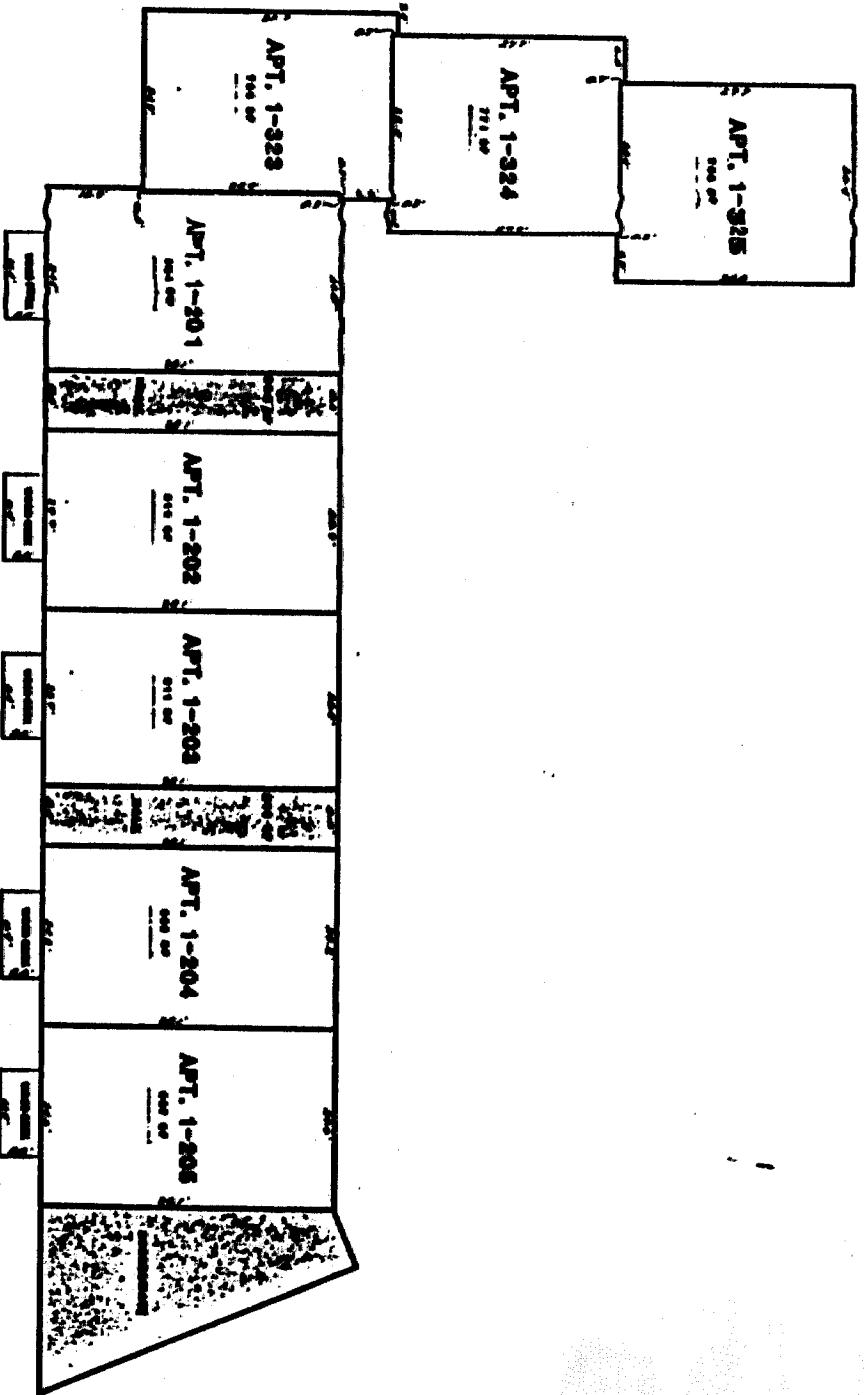


The dimensions shown on this plan are for the purpose of showing the location of the units only. The dimensions shown on this plan are not to be used for any other purpose.

APARTMENT NUMBER:

NOT:
The dimensions shown on this plan are for information only and do not constitute a warranty of accuracy. The dimensions of the actual building shall be as shown on the final plan of the building.

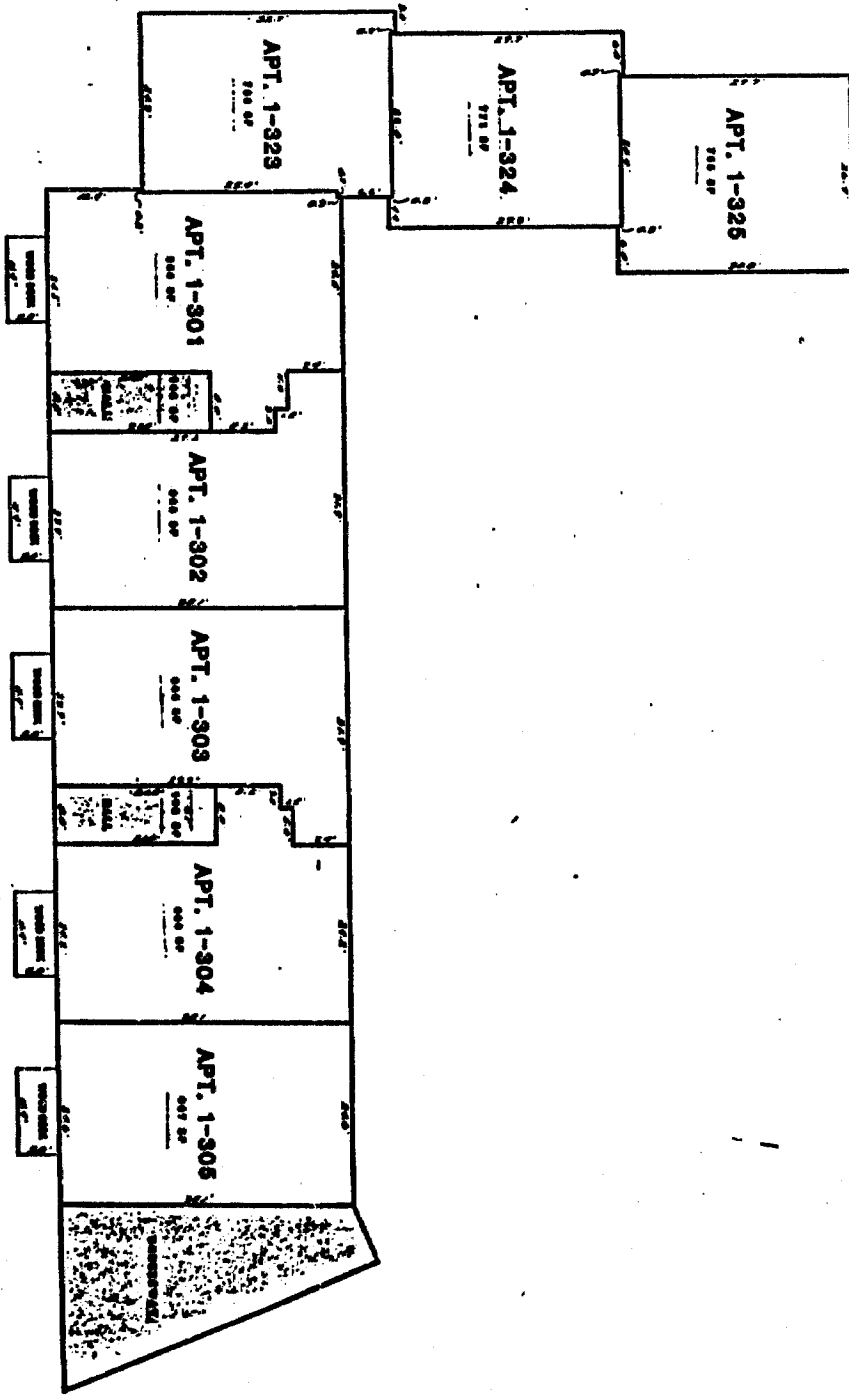
MIDDLE LEVEL PLAN BLDG. #3



GENERAL NOTES:



UPPER LEVEL PLAN BLDG. #3



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THOMPSON, DRENNEN & BORNE
 Consulting Engineers & Land Surveyors

APARTMENT CONDOMINIUM PROPERTY PLANS #31
 UPPER LEVEL PLAN BLDG. #3
 APR 2008 100

DATE	NOV 2008
SCALE	AS SHOWN
OWNER	UNION PACIFIC
PROJECT	UNION PACIFIC
BY	THOMPSON, DRENNEN & BORNE

BY-LAWS

1) These are the By-Laws of Deauville Association #1, Inc., which was organized as a Nebraska non-profit corporation with its registered office at 1650 Farnam Street, Omaha, Nebraska 68102 (C/o John W. Delehant). These are also the By-Laws of Deauville Condominium Property Regime #1.

2) Seal. The corporate seal shall bear the name of the corporation and the words "Corporate Seal."

3) Members. This corporation has been organized to provide a means of management for the above-described condominium. Membership in the Association is automatically granted and restricted to record owners of apartments in said condominium regime. The vote on behalf of an apartment shall be in person by the record owner thereof, but if an apartment is owned by more than one person or by a corporation or other entity, such vote shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. No other form of proxy voting will be permitted. Each apartment shall be entitled to the number of votes equaling the total dollar basic value assigned to such apartment in the Master Deed creating the condominium regime.

4) The Annual Members' Meeting will be held for the purpose of electing a Board of Administrators and transacting any other business that may come before the meeting. The Notice of annual meetings shall be given by ten days' written notice delivered or mailed to each apartment specifying the time and place of such meeting.

5) Special Members' Meetings may be called by the President or Vice President or by a majority of the Board of Administrators and must be called upon receipt of written request from members holding at least two-thirds of the total basic value of the condominium regime. Notice of special meetings shall be given by ten days' written notice delivered or mailed to each apartment. Notices may be waived either before or after the meeting.

6) The President shall preside over members' meetings, and the Secretary shall keep the minute book wherein the resolutions shall be recorded.

7) A Quorum for members' meetings shall consist of persons owning a majority of the total basic value of the condominium regime, but a meeting consisting of less than a quorum may by majority vote adjourn the meeting from time to time without further notice. The affirmative vote of persons owning a majority of the total basic value of the condominium shall be required to adopt a decision on the part of the members.

8) The Affairs Of The Association shall be managed by a Board of three Administrators (also known as Directors) who need to be members and who shall be elected by the members at each annual meeting of the members. Vacancies occurring in the Board shall be filled by the remaining Administrators. Notwithstanding the foregoing, until December 31, 1986 or until The Deauville Co., a Nebraska General Partnership (developer) elects in writing to waive

its right to elect the Administrators (whichever shall first occur) the Administrators of the Association shall be elected solely by the developer. After relinquishment of control by the developer, any Administrator may be removed by a majority vote of the members, and the vacancy thus created may be filled by the members. The normal term of each Administrator shall be until the next annual meeting of the members or until his successor is duly elected and qualified. A majority of the Administrators shall constitute a quorum, and a majority vote of Administrators present at a meeting comprising a quorum shall constitute the act of the Administrators and of the Association. The Board of Administrators shall have authority for the care, upkeep and surveillance of the condominium buildings and its general or limited common elements or services and also the designation and dismissal of the personnel necessary for the works and the general or limited common services of the buildings. Compensation of Administrators and of employees of the Association shall be fixed by the Board of Administrators. An Administrator may be an employee of the Association, and a contract for management of the condominium may be entered into with an Administrator.

9) The Annual Meeting Of Administrators shall immediately follow the annual meeting of members. No notice of an annual meeting shall be required. Special meetings of Administrators may be called by the President or by a majority of the Administrators upon 24 hours' prior notice of the meeting given personally or by mail, telephone or telegraph.

10) The Officers of the corporation shall be elected by the Administrators. Compensation of officers shall be fixed by the Administrators. Any person may hold two or more offices, but no one person shall hold the office of President and Secretary. The officers of the Association shall consist of a President, Vice President, Secretary and Treasurer and such additional officers as the Administrators shall deem necessary from time to time.

a) The President (or the Vice President in the absence or disability of the President) shall be the chief executive officer of the company; shall preside at meetings of members and Administrators; shall execute all contracts and instruments; shall have general management of corporate affairs and shall carry out all orders of the Board of Administrators.

b) The Secretary shall record the minutes of meetings of Administrators and members shall have custody of the corporate seal and affix it to such instruments as are authorized by the Administrators, and shall perform such other duties prescribed by the President or the Administrators.

c) The Treasurer shall have custody of corporate funds and securities; shall account for all corporate receipts and disbursements, and shall perform such other duties prescribed by the President or the Administrators.

11) Budget. The Board of Administrators shall adopt a budget for each fiscal year which shall include the estimate of funds required to defray common expenses in the coming year and to provide funds for current expenses, reserves for deferred maintenance,

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reserves for replacement, and reserves to provide a working fund or to meet anticipated losses. The budget shall be adopted in the eleventh month of each fiscal year for the coming fiscal year, and copies of the budget and proposed assessments shall be sent to each owner on or before the last day of the fiscal year preceding the year for which the budget is made. Budgets may be amended during a current year where necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each owner as promptly as possible. There shall be no enlargement of the common elements or additional structures built as part of the common elements if such enlargement or additional construction costs more than \$10,000 unless and until such proposal is approved in writing by co-owners representing at least three-fourths of the total basic value of the condominium.

12) Assessments against each apartment owner for such common expenses shall be made annually on or before the fiscal year end preceding the year for which assessments are made. The annual assessments shall be due in twelve equal, monthly payments on the first day of each month. The assessment to be levied against each apartment shall be such apartment's pro-rata share of the total annual budget based upon the percentage share of such apartment's basic value as set forth in the Master Deed establishing the condominium. In case of an amended budget as provided in Article 11, the amended assessment shall be payable at the times specified in the notice of the amended assessment sent to each owner. If any co-owner fails to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the co-owner in his apartment and the Administrators may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and lien instruments. Assessments delinquent more than ten days after the due date shall bear interest at the highest legal contract rate from the due date until paid. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due, payable and delinquent.

13). Insurance. The association shall furnish and maintain in full force and effect a policy or policies of fire insurance with extended coverage, vandalism and malicious mischief endorsement, for the full insurable replacement value of the common elements and of the apartments to provide for restoration thereof to tenantable condition in the event of damage. This policy or policies shall be written in the name of, and the proceeds thereof shall be payable to, the Board of Administrators, as Trustees for each of the apartment owners in the percentages established in the Master Deed and to the respective mortgagees of the apartment owners as their respective interests may appear. Said policy or policies shall provide for separate protection for each apartment and its attached, built-in, or installed fixtures and equipment to the full insurable replacement value thereof and with a separate loss-payable endorsement in favor of the mortgagee or mortgagees of each apartment. Such policy or policies shall permit the waiver of subrogation and shall provide that the insurance company or companies will not look to the Board of Administrators, or any apartment owner, for the recovery of any loss under such policy or policies. Such policy or policies shall not be cancellable except after ten days' written notice to the mortgagee. A copy or a duplicate of such policy or policies shall be deposited with the mortgagee with evidence of the payment of premiums, and the renewal policy shall be deposited with the mortgagee not later than ten days prior to the expiration of existing policies. In addition, insurance shall

be procured for workmen's compensation coverage (where applicable) and at least \$100,000/300,000 B.I. and \$50,000 P.D. public liability insurance covering the common elements and such other insurance as the Association may deem advisable from time to time. Insurance premiums shall be deemed common element expense. The Association is hereby irrevocably appointed agent for each apartment co-owner and his mortgagee to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims without joinder by the co-owner or his mortgagees. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds of the value of the buildings and improvements. In such case, and unless otherwise agreed upon in writing by co-owners representing three-fourths of the total basic value of the condominium within 120 days after such damage or destruction, the condominium regime shall be deemed waived, and the property shall be subject to a partition action and may be sold and the proceeds, along with the insurance indemnity, if any, shall be credited to each apartment co-owner in accordance with his percentage interest specified in the Master Deed, and said sums shall be first applied towards satisfaction of any recorded first mortgage against each apartment, next towards satisfaction of junior recorded liens in order of their priority, and the remainder paid to each apartment owner. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a common element expense to be assessed and collected by the Association from the co-owners; provided, however, that in such case of under-insurance, the co-owners may, by unanimous resolution adopted after the date of loss, elect not to repair the damage. In cases of over-insurance, any excess proceeds of insurance received shall be credited to the common element working fund. Each apartment co-owner may obtain additional insurance at his expense.

14) The Board of Administrators shall have the right of access to each apartment at all reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any common elements accessible from within any apartment, and to insure compliance by co-owner with all of his duties under the condominium regime.

15) These By-Laws and the system of administration set out herein may be amended by co-owners representing at least two-thirds of the total basic value of the condominium regime as set forth in the Master Deed, but each such amendment shall embody all of the required provisions set forth in 76-815, R.R.S. Nebraska. Such amendment shall be executed and acknowledged by the President and attested by the Secretary of the Association and shall be operative upon the recording of such amendment in the Office of the Register of Deeds of Douglas County, Nebraska in the same manner as the Master Deed and these original By-Laws.

EXECUTED JANUARY 29, 1982.

DEAUVILLE ASSOCIATION #1, INC.

THE DEAUVILLE CO.

By: Harold E. Grove
President

(Developer)
By: Harold E. Grove
Harold E. Grove
Managing Partner

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