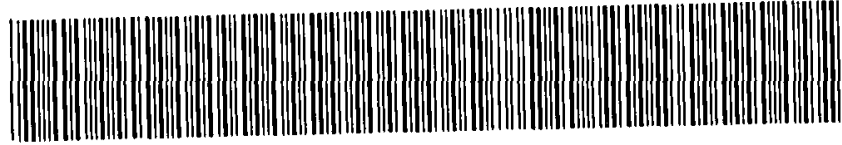


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**Amendment to Master Deed for
 Deauville Condominium Property Regime #1**

**PREPARED BY, RECORDING REQUESTED BY,
 AND WHEN RECORDED MAIL TO:**

**Koley Jessen P.C., L.L.O.
 1125 South 103 Street
 Suite 800
 Omaha, NE 68124
 Attention: Kendra J. Ringenberg**

**AMENDMENT TO MASTER DEED
DEAUVILLE CONDOMINIUM PROPERTY REGIME #1**

THIS AMENDMENT TO MASTER DEED FOR DEAUVILLE CONDOMINIUM PROPERTY REGIME #1 ("Amendment") is made and entered into as of May 1, 2012, by the undersigned (each, a "Unit Owner" and collectively, the "Owners").

RECITALS

A. The Deauville Co., a Nebraska partnership previously entered into that certain Master Deed, dated January 29, 1982, filed on February 1, 1982 in Book 1682, Page 261 in the Records of Douglas County, Nebraska, wherein certain real property identified therein (and legally described on Exhibit "B" attached hereto) was submitted to the provisions of the Condominium Property Act, Neb. Rev. Stat. § 76-801 to § 76-823, as amended from time to time (the "Act"), as a Condominium Property Regime, as defined in the Act, pursuant to which the Deauville Condominium Property Regime #1 was created, thereby designating individual condominium units for separate ownership and other portions of the Property for common ownership solely by the owners of the separate condominium units (the "Condominium"). The term "Master Deed" shall hereinafter refer to the original Master Deed referenced herein and this Amendment.

B. The Owners are the current record owners of the units in the Condominium and have the respective Percentage Share of the Common Elements and Common Expenses (each, a "Percentage Interest") as calculated in the Master Deed and identified on Exhibit "A" attached hereto and incorporated herein by this reference (the "Units").

C. Deauville Association #1, Inc., a Nebraska non-profit corporation (the "Association"), was organized for the purpose of exercising the functions of an Association organized under Neb. Rev. Stat. §76-859.

D. The Association desires to amend the Master Deed and Bylaws to clarify the designation of Common Elements, allow for a working capital reserve fund, allow for special assessments, clarify the maintenance obligations of the Association and each Unit Owner and otherwise address concerns of the Association, each as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to modify the Master Deed as follows:

**ARTICLE I
CONDOMINIUM UNITS**

1. Description and Maintenance of Condominium Units.

(a) Definition. Each "Unit" consists of the space enclosed by the vertical demising walls of the Unit and the floor and ceiling of the Unit, including, without limitation, the following as it relates to Units: the interior surface of the perimeter walls, ceilings and floors of a Unit, the windows (including the windows for the lower Units in each Building but excluding the window wells for said windows), doors (exterior and interior) and exterior glass of a Unit, pipes, chutes, conduits, wires, and other utility, heating, cooling or ventilation systems or equipment to the extent serving only such Unit.

(b) Parking Garages. The parking garages identified in the Master Deed (the "Parking Garages") have been separately sold and conveyed to the Unit Owners. Accordingly, each Unit Owner shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of the floor, plywood barriers or walls, garage door and garage door opener system, if any. The Association shall be responsible for the exterior and interior structural walls and the roof of the Parking Garages. The Parking Garages shall in no event be sold or conveyed to or owned or used by any person other than a Unit Owner or an occupant of a Unit.

(c) Maintenance. Subject to the Association's responsibility set forth in Subsection 1(b) above, each Unit Owner shall maintain its Unit and Parking Garage, at its sole cost and expense, in good condition and repair at all time. Each Unit Owner shall be responsible for all maintenance, repair and replacement of all portions of such Unit Owner's Unit, all interior and exterior doors appurtenant thereto, all screens, and all internal installations of such Unit such as refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures and plumbing and any portion of any other utility service facilities located within the Unit. Notwithstanding the foregoing, the painting of the exterior doors shall be the responsibility of the Association so as to maintain uniformity as to the exterior appearance of the Units and the Buildings. The interior and exterior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed by and at the expense of each respective Unit Owner. In addition, each Unit Owner shall be individually responsible for the repair, maintenance and replacement of all door and window locks and hardware with respect to which each Unit Owner is entitled to the exclusive use.

(d) Mechanics' Liens and Materialmen's Liens. No labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Unit Owner, his agent, contractor or subcontractor, shall be the basis for filing a lien against the Common Elements or Limited Common Elements. Each Unit Owner shall indemnify and hold harmless each of the other Unit Owners and the Association from and against all losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, arising from any lien against the Unit of any other Unit Owner or against the Common Elements or Limited Common Elements, or construction performed or for labor, materials, services or other products incorporated in the indemnifying Owner's Unit or such Owner's request.

(e) Alterations. Each Unit Owner shall not make any structural alterations, additions or improvements in, on or to the Unit, nor change the external appearance of the Unit (including that of any exterior doors or windows) without obtaining the Executive Board's prior written consent. To the extent any such alterations, additions or improvements are authorized by Landlord, all such alterations, additions and improvements shall be performed by contractors or mechanics approved by the Executive Board. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades, or other items visible on the exterior of either of the Building, shall be subject to the Rules and Regulations of the Executive Board as may be imposed from time to time, which shall provide for notice to the Executive Board prior to any such installation and the approval of the Executive Board of the method of installation prior to any such installation.

(f) Association's Right to Cure. In the event a Unit Owner fails to maintain, repair or replace any portion of its Unit and such failure affects another Unit or any

Common Element or Limited Common Element, at any time upon not less than ten (10) days prior written notice to a Unit Owner (except in the case of emergency), the Association may, but shall not be required to, cure any failure to perform the Unit's Owner's maintenance obligations hereunder. If Association chooses to do so, all costs and expenses incurred by the Association in curing any such failure, including, without limitation, reasonable attorneys fees together with interest on the amount of costs and expenses at a rate of the lesser of (i) eighteen (18%) percent or (ii) the maximum allowed by applicable law, shall be paid by the Unit Owner. If the Unit Owner refuses or fails to pay such costs and expenses within thirty (30) days after receiving notice from the Association regarding such costs and expenses, said Unit Owner shall be deemed in default and the Association shall have all rights and remedies set forth under Article XIII below.

ARTICLE II COMMON ELEMENTS

1. Description and Maintenance of Common Elements.

(a) Definition. The "Common Elements" within the Condominium shall consist of the following property, easements and any additional Common Elements as shall be conveyed to the Association in the future.

(i) Land and Improvements Outside of the Buildings. All of the land and improvements outside of the footprint of the existing buildings and parking garages, including the pool, pool and equipment shed, fence, sidewalks, private accessways and parking areas not maintained by Douglas County, Nebraska, all lighting related to parking areas and accessways, lawns, shrubs, bushes, trees and other plants and landscaping materials. Notwithstanding the foregoing, any portion of the land or improvements that exclusively services, or is used exclusively by, one (1) Unit shall be deemed a Limited Common Element (as hereinafter defined). For instance, any patios, balconies, awnings or shades, entry or access ways, parking areas or garden or landscaped area used exclusively by one (1) Unit shall be a Limited Common Element.

(ii) Common Building Areas. All common portions of the Buildings, including the hallways, common entrances, shutters, stairwells, common chimney flues, laundry areas in the Buildings, office or community room, fitness facility, the sauna room and the rental guest bedroom, as well as the related equipment and appurtenances. The following are specifically excluded from the definition of Common Elements and are deemed to be part of the Unit in which they are located or affixed: lights, antennas, doors, windows, flagpoles, decorative hardware, window boxes, chimneys (to the extent located in the Unit), wires and conduits.

(iii) Structural Building Components. The roof, foundation, exterior walls, interior structural walls (except to the extent located within a Unit), floors or ceilings of the common building areas shall be part of the Common Elements and all other structural components of the Buildings, including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through the Unit and forming a part of any system serving more than the Unit. All windows and doors (except for doors to common entrances) shall be deemed

part of the Unit in which they serve. The exterior doors to each Unit shall be deemed a part of said Unit and not Common Elements; provided, however, the painting of the exterior doors shall be the responsibility of the Association so as to maintain uniformity as to the exterior appearance of the Units and the Buildings.

(iv) Building Systems. The mechanical, electrical and plumbing systems to the extent such systems service an entire Building and only to the point at which the system enters a Unit. All underground water lines, up to the point at which such water lines enter a Unit, or the point at which a Unit's shutoff valve is located, whichever is further from the Unit. The air conditioning units servicing a Unit shall be deemed part of the applicable Unit and not Common Elements.

(v) Easements. The Common Elements include the right of the Association to maintain and use the Common Elements and to otherwise perform its duties with respect to the Common Elements. Nothing in this Article shall be construed as creating an ownership interest by the Association in said easements.

(b) Maintenance, Repair and Replacements of Common Elements. The Association, acting by and through the Executive Board, and as part of the Common Expenses to be paid by each Unit Owner, shall be responsible for the maintenance, repair, replacement and removal, if determined to be desirable by the Executive Board, of the Common Elements. The Association shall maintain, repair, and replace all pipes, wires, conduits, ducts, flues, vent pipes, shafts and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming part of any system servicing more than one Unit, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets.

(c) Duty to Report Defects or Need for Repairs. Each Unit Owner shall promptly notify the Association of any defect or need for repairs which are the responsibility of the Association or which affect or may affect another Unit or any of the Common Elements or Limited Common Elements. In the event the Unit Owner does not notify the Association of a defect or need for repairs immediately in the event of an emergency (which shall include any defect or need that is immediately causing significant damage to other portions of the Unit, the Common Elements or the Limited Common Elements) or within fifteen (15) days from when the Unit Owner knew or reasonably should have known of such defect or need, resulting in greater damage to another Unit, the Common Elements or the Limited Common Elements, the Unit Owner shall be responsible for any and all damages resulting from failure to commence cure of defect when notice was due.

(d) Unit Owner's Easements of Enjoyment. Each Unit Owner shall have a right and easement of enjoyment in and to the Common Elements and such easement shall be appurtenant to and shall pass with title to every Unit, subject to the following provisions:

(i) The right of the Association to promulgate and publish reasonable Rules and Regulations.

(ii) The right of the Association to suspend voting rights and the right to use the Common Elements by a Unit Owner for any period during which any Assessment against his or her Unit remains unpaid; and for any period during which there is an infraction of the Rules and Regulations.

(iii) The right of the Association to dedicate or transfer any part of the Common Elements to any public agency, authority, utility or other entity for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless approval is obtained from at least seventy-five (75%) percent of the Unit Owners. An agreement to dedicate, transfer or convey all or any part of the Common Elements must be evidenced by execution and recordation of an agreement or ratification thereof, in the same manner as a deed by the requisite number of Unit Owners. Such agreement must specify a date after which the agreement will be void unless recorded before that date.

(iv) The right of the Association to close or limit use of the Common Elements while maintaining, repairing and making replacements in or to the Common Elements.

(e) No Partition of Common Elements. Except as expressly set forth below, the Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an undivided interest in the Common Elements made without the Unit to which that interest is allocated is void.

2. Delegation of Use. Unit Owners may delegate in accordance with the Bylaws their right of enjoyment to the Common Elements and facilities, but not their voting rights, to their tenants or contract purchasers who occupy the relevant Unit.

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

ARTICLE III LIMITED COMMON ELEMENTS

1. Description and Maintenance of Limited Common Elements.

(a) Definition. The "Limited Common Elements" are such parts of the Common Elements serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, or which by the nature or location thereof, are clearly intended to be reserved for or for the use of one or more Units to the exclusion of other Units. The Limited Common Elements shall include, but shall not be limited to, the following: (a) any system or component part thereof (including, without limitation, flues, furnaces, fittings, housings, ducts, shafts, electrical wiring and conduits) which serves a Unit exclusively,

to the extent that such system or component part is located outside the boundaries of a Unit, (b) any fenced-in area, balcony, patio, deck, entryway or other exterior feature benefiting one Unit.

(b) Maintenance, Repair and Replacements of Limited Common Elements. At the discretion of the Executive Board, the Executive Board may perform, or cause to be performed, such maintenance, repairs, and replacements of the Limited Common Elements and the cost thereof shall be assessed in whole or in part to the Unit Owners benefited thereby, and further, at the discretion of the Executive Board, the Executive Board may direct such Unit Owners, in the name and for the account of such Unit Owners, to arrange for such maintenance, repairs, and replacements, to pay the cost thereof with the funds of the Unit Owner, and to procure and deliver to the Executive Board such lien waivers and contractor's or subcontractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom. The maintenance, repair and replacement of any fenced-in area, balcony, patio, deck, entryway or other exterior feature benefiting one Unit shall be the sole responsibility of that Unit's Owner, provided the Association shall have the right to provide rules and regulations regarding the specifications of said features, including but not limited to, color, size, location and material.

(c) Use of Limited Common Elements. Each Unit Owner shall have the right to (a) the exclusive use and possession of the Limited Common Elements serving exclusively the Unit of such Unit Owner, which right shall be appurtenant to and shall run with title to such Unit, and shall not be separated from such Unit, and (b) the use and possession of the Limited Common Elements serving the Unit of such Unit Owner in common with one or more (but not all) other Units, which use and possession shall be to the exclusion of all other persons except the Unit Owner of any such other Unit to which such Limited Common Elements shall respectively pertain.

(d) Allocation of Specified Common Elements. The Executive Board may designate part of the Common Elements from time to time for use by less than all of the Unit Owners or by non-owners for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Executive Board. Any such designation by the Executive Board shall not be a sale or disposition of such portion of the Common Elements.

(e) Expense Allocation. Notwithstanding anything to the contrary herein, any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Unit or Units to which the Limited Common Element is assigned.

ARTICLE IV EASEMENT RIGHTS

In addition to any exclusive easements established in the Limited Common Elements, each of the Units and Common Elements shall also be subject to the following nonexclusive easements which shall be easements appurtenant to and running with the land, perpetually in full force and effect:

1. Appurtenant to each Unit shall exist a nonexclusive easement: (1) over all the Common Elements for ingress, egress, utility services, support, maintenance and repairs to the

Units; (2) over the Limited Common Elements as necessary for structural support, utility services, maintenance and repairs; and (3) over all parts of the Condominium and Property (including all other Units and Limited Common Elements) for structural support.

2. Should any part of the Common Elements encroach upon any Unit or Limited Common Element, a valid nonexclusive easement shall exist for such encroachment and its maintenance. In the event any improvement constituting part of the Condominium shall be partially or totally destroyed and then rebuilt, minor encroachments of any parts of the Common Elements due to construction shall be permitted, and valid nonexclusive easements shall exist for such encroachments and their maintenance. A valid easement also exists with respect to that portion of the Common Elements occupied by any part of a Unit not contained within the physical boundaries of such Unit, including but not limited to, space occupied by heating and air conditioning equipment, utility lines and similar equipment which serves only one Unit.

3. The Association shall have an easement through the Common Elements as is reasonably necessary for the purpose of discharging the Association's obligations.

4. The Association shall have, and is hereby granted the right and easement (to be exercised by any officers, agents, employees or independent contractors) to enter any Unit and any Limited Common Elements from time to time during reasonable hours, provided at least twenty-four (24) hours advance notice is given to the particular Unit Owner (except that access may be had at anytime in case of emergency), (1) for purposes of inspecting the Unit or Limited Common Elements, (2) for purposes of reconstructing, making repairs or performing maintenance, (3) for essential operations of the Condominium, or (4) to prevent damage to any Units or Common Elements. The particular Unit Owner shall have the right to be present during any such entry. In addition, the Association shall have all other easements and rights granted under the Act.

ARTICLE V ASSESSMENTS

1. Purpose and Use of Assessments. The Assessments levied in accordance with this Section shall be used for the purpose of promoting the health, safety and welfare of the residents or occupants of the Property and in particular for the improvement and maintenance of the Property, services and facilities devoted to this purpose and related to the use and enjoyment of the Property, and of the Units situated upon the Property. Such uses shall include, but are not limited to, the cost to the Association of any and all insurance premiums with respect to, and the expense of operation, repair, replacement and maintenance of, the Building, Common Elements and other facilities and activities, including, but not limited to, caring for the grounds, maintenance of utilities which serve the Common Elements, landscaping, paving, equipment, sanitary and storm sewer and water service lines which service the Condominium, structures and appurtenances (other than facilities and activities maintained by any governmental authority or utility company), the expenses incurred by the Association in connection with the ingress and egress, driveways, sidewalks and other accessways benefiting the Property but which may be located on adjacent property, expenses incurred by the Executive Board in performing its activities authorized hereunder, the expenses incurred by any officers or committees in performing their respective activities authorized hereunder and other charges that the Executive Board shall determine to be necessary or desirable to meet the primary purpose of the Association. In addition, water, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Unit Owners shall be paid for by the Association from such assessments. The Executive Board shall have the power and

authority to assess any Common Expenses benefiting fewer than all of the Units exclusively against the Units benefited thereby. Notwithstanding the foregoing, the Executive Board shall not include any item for which the Executive Board or the Association are reimbursed by insurance or otherwise compensated in the assessments.

2. Covenant for Assessments. Each Unit Owner shall pay to the Association its Percentage Share of all general and special condominium assessments (collectively, "Assessments") levied by the Executive Board for Common Expenses, which Percentage Share is as calculated in the original Master Deed and as set forth in Exhibit "A" attached hereto. Such assessments, together with such interest and late charges thereon and costs of collection thereof (including reasonable attorneys' fees), as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such assessment is made, subject to Article V below hereof. Each such assessment, together with such interest, late charges and costs of collection, shall also be the personal obligation of the person who was the Unit Owner of such Unit at the time when the assessment fell due. Except as otherwise provided herein, such personal obligation shall pass to such Unit Owner's successors in title if not fully discharged by the transferor Unit Owner prior to any transfer of such Unit.

3. Annual Common Expense Assessments.

(a) Budget. The total annual Common Expense Assessments against all Units shall be based upon the Association's budget of the cash requirements needed by it to provide for the administration and performance of its duties during each calendar year. The Executive Board shall fix the amount of the annual Common Expense Assessments against each Unit at least annually. Adjustments to the budget may be made by the Executive Board more frequently. Written notice of the Common Expense Assessments shall be sent to every Unit Owner subject thereto. Within thirty (30) days after adoption of a proposed budget for the Condominium, the Executive Board shall mail by ordinary first-class mail, or hand delivery (including putting the notices on the exterior doors of the Units), a summary of the budget to all Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget. The meeting shall be not less than ten (10) nor more than thirty (30) days after mailing or other delivery of the summary. Unless at that meeting a majority of all Unit Owners present or voting by proxy at the meeting (regardless of the number of Members present at the meeting) reject the budget, the budget shall be ratified. If the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall continue until the Unit Owners ratify a new budget proposed by the Executive Board. The failure or delay of the Executive Board to give notice to each Unit Owner of the annual budget shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay such Unit Owner's respective Assessments, as herein provided, whenever the same shall be determined, and in the absence of the annual or adjusted budget, the Unit Owner shall continue to pay monthly Assessments at the then existing monthly rate established for the previous period until the monthly Assessments which is due more than ten (10) days after notice is given of such new annual budget.

(b) Payment. Annual Assessments shall be collected monthly on the first of each month without notice, demand, offset, or deduction, or at such other intervals as determined by the Executive Board, but in no event less than annually. Payment for Assessments shall be delinquent if not received on or before the tenth (10th) day after the due date. The Executive Board may establish and charge a late fee for failure to pay Assessments when due. The Executive Board shall fix the amount of the annual

Assessments against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual Assessments shall be sent to every Unit Owner subject thereto.

4. Special Assessments. In addition to the Common Expense Assessments authorized above, the Association may at any time, from time to time, determine, levy and assess Special Assessments for the purpose of defraying in whole or in part, payments for any construction reconstruction, repair, demolition, replacement or maintenance of the Common Elements or for Capital Improvements. The Special Assessments may be levied notwithstanding the fact that the Association may have then accumulated a reserve. Any such Special Assessments made by the Executive Board must be approved by not less than Fifty Percent (50%) of the Members who are voting in person or by proxy at a meeting duly called for that purpose. The amounts determined, levied and assessed pursuant hereto shall be assessed proportionately against each Unit, in accordance with the Bylaws. Notice in writing setting forth the amount of such Special Assessments per Unit and the due date for payment thereof shall be given to the Unit Owners not less than thirty (30) days prior to such due date.

5. Working Capital Reserve. Upon the execution of this Amendment, each Unit Owner shall contribute to the working capital fund of the Association a total payment in the amount of \$150.00 each year from 2012 through 2016, which may be paid in monthly installments over a period of six (6) months. Upon acquisition of record title to a Unit from a Unit Owner, each Purchaser of a Unit shall contribute to the working capital fund of the Association a payment in the initial amount of \$150.00; provided, however, the Executive Board shall have the right to increase the contribution to the working capital fund by future Purchasers. Any payments required to be made under this Section shall be made in the same manner as payments for Assessments. In addition, the Executive Board shall have the right to levy additional working capital fund contributions for the Unit Owners if it determines additional contributions to be necessary. The Association shall hold such funds for the use and benefit of the Association. The purpose of the working capital fund is to ensure that the Executive Board will have cash available to meet unforeseen expenditures and to allow the Executive Board to acquire additional equipment or services it has determined to be necessary (such as, resurfacing of the parking lots, replacement of the roof of one or more buildings, replacement or significant repair of building systems, acquisition of adjacent property, construction or reconstruction of improvements and similar capital expenditures).

6. Any use by the Executive Board of the working capital fund must be approved by not less than Fifty (50%) Percent of the Members who are voting in person or by proxy at a meeting duly called for that purpose, regardless of the number of Members present; provided, however, that no such Member vote shall be required in the event of an emergency. Amounts paid into the fund are not to be considered as advance payment of regular Assessments. To the extent that such funds deposited by a Unit Owner at that Unit Owner's purchase of a Unit are used during the course of ownership, such amount shall be replaced into the fund by a Special Assessment as set forth in the Master Deed as needed so that funds are fully replenished.

7. Assessments Deposit. Upon the sale, transfer, or conveyance of a Unit, the Purchaser or transferee of the Unit shall deposit with the Association as an Assessments Deposit an amount equal to three (3) months of the then current monthly assessment for such Unit as determined by the Executive Board ("Assessments Deposit"). This amount shall be deposited by the Purchaser of such Unit into an escrow established in connection with the closing of the purchase and sale of the Unit and disbursed therefrom to the Association. If, at

anytime, a Unit Owner is in default in the payment of any Assessments due to the Association, the Association may use the Assessments Deposit deposited by such Unit Owner, or as much thereof as necessary, to pay any delinquent amount owed to the Association and to reimburse the Association for any expenses incurred by the Association in collecting delinquent Assessments from the Unit Owner. In such event the Unit Owner shall, upon written demand of the Association, promptly remit to the Association a sufficient amount of cash to restore the Assessments Deposit to its original amount. If the Assessments Deposit is not used to make delinquent payments, it shall be refunded without interest to the Unit Owner upon the sale of the Unit Owner's Unit. The Association may commingle the Assessments Deposit with other funds of the Association and shall have no obligation to retain the Assessments Deposit in a separate account or pay interest thereon. The Assessments Deposit shall not be deemed to be liquidated damages, and if claims of the Association against a Unit Owner exceed the Assessments Deposit, the Unit Owner shall remain liable for the payment of the balance of such claims to the Association.

ARTICLE VI ASSOCIATION LIEN

1. Association Lien and Effect of Non Payment of Assessments. The Assessments including all charges, fees, fines, impositions, interest, costs, late charges, expenses and reasonable attorneys' fees which may arise hereunder including any installment thereof (collectively "Assessments"), shall be burdens running with, and perpetual liens in favor of the Association upon the specific Unit to which such Assessments apply. Recording of the Master Deed and this Amendment constitute record notice and perfection of the Association's lien. Further recording of a claim of lien for Assessments is not required. Any Assessments provided for hereunder (including contribution to the Working Capital Fund as herein required) which are not fully paid within ten (10) days after the due date thereof shall bear interest at the rate of the lesser of: (i) eighteen percent (18%) per annum, or (ii) the maximum set forth in the Act, from the due date or a date established by the Association, and the Association may assess a late charge thereon which late charge shall also be subject to interest charges. In the event of default in which any Unit Owner does not make payment of any Assessments levied against the Unit Owner's Unit within ten (10) days of the due date, the Executive Board may declare all unpaid Assessments for the pertinent fiscal year immediately due and payable.

The Association may bring an action at law or in equity or both against any Unit Owner personally obligated to pay such overdue Assessments, may foreclose its lien against such Unit Owner's Unit, and may, in its sole discretion, accept a deed in lieu of foreclosure. An action at law or in equity by the Association against a Unit Owner to recover money judgment for unpaid Assessments may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien therefor. If any such Assessments are not fully paid when due and the Association commences such action (or counterclaims or cross claims for such relief in any action) against any Unit Owner personally obligated to pay the same, or proceeds to foreclose its lien against the particular Unit, then all unpaid Assessments, and any and all late charges and accrued interest under this Article, the Association's costs, expenses and reasonable attorneys' fees incurred in preparing and recording any lien notice, and the Association's costs of suit, expenses and reasonable attorneys' fees incurred for any such action and/or foreclosure proceedings shall be taxed by the court as a part of the cost of any such action or foreclosure proceeding and shall be recoverable by the Association from any Unit Owner personally obligated to pay the same and from the proceeds of the foreclosure sale of such Unit Owner's Unit. Foreclosure, attempted foreclosure, or failure to foreclose by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from

thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessments not fully paid when due.

The Association, or any other Unit Owner or Person, may bid on or purchase any Unit at foreclosure or other legal sale, and acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey or otherwise deal with the same. In any action by the Association to collect Assessments or to foreclose a lien for unpaid Assessments, the court may appoint a receiver for the Unit to collect all sums alleged to be due from the Unit Owner or a tenant of the Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Assessments, based on a periodic budget adopted by the Association.

2. Priority of Liens. A lien under this Article is prior to all other liens and encumbrances on a Unit except:

- a. liens and encumbrances recorded before the recordation of the Master Deed;
- b. a first security interest on the Unit recorded before the date on which the Assessments sought to be enforced became delinquent; and
- c. liens for real estate taxes and other governmental assessments or charges against the Unit.

No sale, transfer, foreclosure or other proceeding in lieu thereof, including deed in lieu of foreclosure, shall relieve any Unit from liability for any Assessments charges thereafter becoming due, nor from the lien thereof. This provision does not affect the priority of mechanics' or materialmen's liens.

3. Certificate of Status of Assessments or other Defaults. The Association, upon written request to the Association's registered agent, personally delivered or delivered by certified mail, first class postage prepaid, return receipt requested, and upon payment of a reasonable fee but in no event less than ten dollars (\$10.00) shall furnish to a Unit Owner or such Unit Owner's designee or to a holder of a Security Interest or its designee, a written statement, in recordable form, setting out the amount of the unpaid Assessments or other defaults against the Unit. The statement must be furnished within fourteen (14) calendar days after receipt of the request and is binding on the Association, the Executive Board and each Unit Owner. A properly executed certificate of the Association as to the status of Assessments on a Unit is binding upon the Association as of the date of its issuance. Omission or failure to fix Assessments or deliver or mail a statement for any period shall not be deemed a waiver, modification or release of a Unit Owner from his or her obligation to pay the same.

4. Common Expenses Attributable to Fewer than All Units.

- a. Assessments to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment was entered, in proportion to their Common Expense Liabilities.

b. If a Common Expense is caused by the misconduct of a Unit Owner the Association may assess that expense exclusively against that Unit Owner's Unit a Special Assessment.

c. Fees, charges, taxes, impositions, late charges, fines, collection costs and interest charged against a Unit Owner pursuant to the Bylaws or the Act are enforceable as Common Expense Assessments.

5. Unit Owner's Negligence and Individual Assessments. Notwithstanding anything to the contrary contained in the Master Deed or this Amendment, if the need for maintenance or repair of the Common Elements or any improvements located thereon is caused by the willful or negligent act, omission or misconduct of any Unit Owner, or by a tenant, guest, or invitee of such Unit Owner, the costs of such repair and maintenance shall be the personal obligation of such Unit Owner, and any costs (including court costs), expenses and fees, including reasonable attorneys' fees, incurred by the Association for such maintenance, repair or reconstruction shall constitute an "Individual Assessment" and shall be added to and become part of the Assessments to which such Unit Owner's Unit is subject and shall be a lien against such Unit Owner's Unit as provided herein. In addition, the Executive Board may levy an Individual Assessment against any Unit Owner or his or her Unit if the Unit Owner, its tenants, guests or invitees willfully or negligently fail to comply with the terms and provisions of the Bylaws or other Association documents, resulting in the expenditure of funds by the Association to cause compliance by such Person with the terms and provisions of the Bylaws or other Association documents. The Executive Board shall be entitled to recover all costs (including court costs), expenses and fees, including reasonable attorneys' fees related thereto, whether or not legal proceedings are instituted. An Individual Assessment shall be levied and the amount of the Individual Assessment shall be established only after notice to the Unit Owner and the right to be heard before the Executive Board in connection therewith (the timing of such hearing to be as determined by the Executive Board and set forth in such notice, but in all events not less than ten (10) nor more than thirty (30) days after the date of such notice).

ARTICLE VII MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Unit Owner shall be a Member of the Association and, by its purchase or acquisition and ownership of a Unit, shall be deemed to have agreed to be bound by all provisions of the Master Deed and all amendments, as well as all other Association documents, including but not limited to, the Bylaws and Rules and Regulations. No Unit Owner may avoid the obligations and burden coincident to Unit Ownership or membership in the Association. The foregoing is not intended to include persons or entities who hold only a security interest in a Unit. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to Common Expense Assessments by the Association. Ownership of such Unit shall be the sole qualification for membership. Within thirty (30) days after the execution of this Amendment and within thirty (30) days after any sale, transfer or conveyance of the Unit, each Unit Owner shall notify in writing the Association of the designated record owner entitled to exercise the vote allocated to the Unit.

2. Voting Rights and Assignment of Votes. The Unit Owners shall be entitled to cast the number of votes equal to the Unit Owner's Percentage Share as identified on Exhibit "A" attached hereto and shall be voted in accordance with the terms of the Bylaws.

**ARTICLE VIII
ASSOCIATION AND EXECUTIVE BOARD**

1. Authority and Power. The business and affairs of the Condominium shall be managed by the Association. The administration of the Condominium shall be governed by the Bylaws and the Act. The Association shall have all of the powers, authority and duties permitted pursuant to the Bylaws and the Act which are necessary and proper to manage the business and affairs of the Condominium.

2. Executive Board Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided herein or the Bylaws or the Act. The Executive Board shall have, subject to the limitations contained herein or the Bylaws or the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Condominium, including but not limited to the following:

- (a) Adopt and amend Rules and Regulations regarding the use and enjoyment of the Common Elements, and the activities of occupants thereon;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect Assessments and contributions to the Working Capital Fund from Unit Owners;
- (d) Collect amounts necessary to cover any shortage in revenue due to under-budgeting or due to failure to ratify a budget;
- (e) Hire and discharge managers, independent contractors and other employees and agents;
- (f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Bylaws in the Association's name, on behalf of the Association or two (2) or more Unit Owners on any matters affecting the Condominium;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement, modification and removal of the Common Elements;
- (i) Cause additional improvements to be made as a part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the Association's name, any right, title or interest to real or personal property;
- (k) Grant easements for any period of time, including permanent easements, leases, licenses and concessions through or over the Common Elements; provided, however, no such easements shall unreasonably interfere with the use of any Unit, access points, utilities or the parking areas within the Condominium;

(l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, other than the Limited Common Elements, and for services provided to Unit Owners;

(m) Impose reasonable charges for late payment of Assessments, recover reasonable attorneys' fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether legal proceedings were initiated, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Master Deed, the Bylaws or other Association documents;

(n) Impose reasonable charges for the preparation and recordation of supplements or amendments to the Master Deed or the Bylaws, and for statements of unpaid Assessments;

(o) Make Assessments for legal accounting and other professional employment regarding taxes, legal and general advice;

(p) Exercise any other powers conferred by the Master Deed, the Bylaws or other Association documents;

(q) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;

(r) Exercise any other powers necessary and proper for the governance and operation of the Association;

(s) Establish permanent and standing committees of Executive Board members to perform any of the above functions under specifically delegated administrative standards as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board;

(t) Refund or credit excess reserves, if it determines, in its sole discretion, that reserves are excessive. In refunding or crediting any excess reserves, the Executive Board shall allocate such refunds or credits in the same proportion as the Common Expenses were allocated. However, the Executive Board may allocate a reasonably disproportionate amount to any Unit Owner who has owned a Unit for less than twelve (12) months and has, therefore, contributed a disproportionate share to the reserve fund; and

(u) Exercise all other powers necessary and proper to ensure that the Common Elements conform to all applicable federal, state and local laws, statutes, ordinances, and regulations. Specifically, and without limitation, the Association may ensure that the Common Elements and the use thereof comply with the federal Americans with Disabilities Act, and all hazardous materials laws.

3. Professional Management and Contract Termination Provisions. The Association may utilize professional management in performing its duties hereunder.

4. Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend the Master Deed or the Bylaws, to terminate the Condominium, or to elect

members of the Executive Board or determine their qualifications, powers and duties or the terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

5. Executive Board Standard of Care. The Executive Board officers and members shall exercise ordinary and reasonable care in the performance of their duties.

ARTICLE IX INSURANCE

1. Insurance Requirements Generally. To the extent reasonably available, and to the extent the Association deems necessary, the Association shall obtain and maintain the following insurance:

(a) physical damage insurance on the common areas of the Buildings and improvements upon the Property (excluding the Units) and all personal property included in the Common Elements in an amount, after deductibles, of not less than 100% of the replacement value of the insured property at the time the insurance is purchased and at each renewal date (excluding land, foundations, walks, drives and excavation costs), but with co-insurance clauses being permitted, as set forth in the Bylaws.

(b) comprehensive public liability insurance including non-owned and hired automobile liability coverage and personal injury liability coverage in an amount to be determined by the Executive Board; provided, however, in no event shall the comprehensive public liability insurance policy be an amount less than the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence.

(c) worker's compensation and employer's liability insurance as necessary to comply with applicable laws;

(d) directors' and officers' liability insurance, if available, covering all of the directors and officers of the Association;

(e) casualty insurance in amounts and coverages sufficient to insure the Common Elements at replacement value; and

(f) such other insurance which the Executive Board considers appropriate to protect the Association.

If such insurance is not reasonably available, and the Executive Board determines that any insurance described in this Article will not be provided by the Association, the Executive Board shall cause notice of that fact to be hand-delivered or sent, postage prepaid, by United States mail to all Unit Owners at their respective last known addresses. Such insurance shall cover liabilities of the Association, its directors, officers, employees, agents and Members arising in connection with the ownership, operation, maintenance, occupancy or use of the Common Elements and any other area the Association is required to maintain, repair or replace.

2. Unit Owner's Insurance. Each Unit Owner shall obtain and pay for (a) physical damage insurance on its Unit in an amount, after deductibles, of not less than 100% of the replacement value of the insured property at the time the insurance is purchased and at each

renewal date, (b) property insurance for the personal property within the boundaries of such Unit Owner's Unit and any related Limited Common Elements, and any additions, alterations, improvements and betterments to such Unit Owner's Unit or Limited Common Elements, and (c) such Unit Owner's personal liability for loss or damage resulting from accidents or occurrences on or about or in connection with the Unit Owner's Unit and related Limited Common Elements, with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence, to the extent not covered by the policies of liability insurance obtained by the Association for the benefit of all of the Unit Owners.

ARTICLE X INDEMNIFICATION

To the full extent permitted by law, each officer, director and member of the Executive Board of the Association shall be and are hereby indemnified by the Unit Owners and the Association against all expenses and liabilities, including attorneys' fees reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of their being or having been an officer or member of the Executive Board of the Association, or any settlement thereof, whether or not they are an officer or a member of the Executive Board of the Association at the time such expenses are incurred, except in such cases where such officer or member of the Executive Board is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Executive Board approves such settlement and reimbursement as being in the best interests of the Association.

ARTICLE XI RESTRICTIVE COVENANTS AND OBLIGATIONS

In addition to limitations established by law and by additional rules and regulations which may from time to time be promulgated by the Executive Board, all Unit Owners shall observe the restrictions set forth in this Article XII.

1. Restrictions. The Units, the Common Elements, and Limited Common Elements shall be subject to the following:

(a) Residential Use. The Property is intended to be used for residential use only. Each Unit Owner, its heirs, successors and assigns, covenants it will not use, cause or permit its Unit to be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto. Notwithstanding the foregoing, no Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging. No day care center shall be operated in any Unit without the prior written approval of the Executive Board.

(b) Commercial Use Prohibited. The Units shall not be used by the Owners or occupants or their guests for commercial purposes. Notwithstanding the foregoing, a Unit Owner maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit and also complies with all City of Omaha ordinances), making business telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions

(c) Visible Areas.

(i) All garage doors must remain closed at all times except when vehicles are entering or exiting the garage space.

(ii) Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows or placed on the outside walls of a Building or otherwise outside of a Unit, or any part thereof, except as expressly authorized by the Executive Board and except for interior drapes, curtains, or louvered blinds which, from exterior observation, must be white, beige or gray, or as otherwise authorized by the Executive Board.

(iii) No flags, banners, awning, canopy, trellis, lights, or any other device or ornament shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a deck, patio, porch or balcony, visible to the exterior, unless authorized by the Executive Board.

(iv) No outside antenna, satellite dish, or other device for the reception or transmission of radio or television or other electronic signals shall be erected or maintained on any Building or upon the exterior of any Unit, without prior written approval of the Executive Board, and then only in such places and under such conditions as are expressly authorized by the Executive Board. The Executive Board shall have the power to limit the size of the device and require such specific areas and methods of placement of any such device as it deems appropriate in order to render the installation as inoffensive as possible to other Owners and Occupants. In the event these limitations, or any part thereof, are deemed unlawful, the Executive Board shall have the right to regulate the placement of such devices in a manner not in violation of the law.

(v) No speaker, horn, whistle, siren, bell or other sound device shall be located, installed or maintained upon the exterior of any Unit, except voice intercoms and devices used exclusively for security purposes and except that speakers may be installed or used on a balcony of a Unit so long as they are not visible from the ground and are not audible from other Units.

(vi) No garage sales, sample sales or similar activities shall be held by the Units unless approved by the Executive Board. Notwithstanding the foregoing, with the consent of the Executive Board, a professionally run "estate sale" may be conducted in a Unit with respect to the personal property of the Unit Owner contained in the Unit.

(vii) Outside use or storage of grills will be subject to regulations, restriction or exclusion by the Executive Board.

(d) Offensive Activities. No noxious, offensive or unlawful activity shall be carried on in any Unit, or upon any Limited Common Elements or Common Elements; nor shall any Unit, Limited Common Element or Common Element be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant or become an annoyance or nuisance to the other Unit Owners. No Unit Owner, guest, tenant or any other Person shall have loud parties or play stereo

equipment or musical instruments in a loud manner or otherwise permit or make loud noises audible outside his or her Unit. No Unit Owner, guest or tenant shall permit any noxious, offensive or unusual smells or odors of any kind to emanate beyond the boundaries of his or her Unit.

(e) Trash. No outdoor burning of trash, grass or construction material shall be allowed, except as authorized by the Executive Board. No trash, refuse, or garbage can or receptacle shall be placed outside a Building, except by the Association. Occupants shall properly dispose of all trash, refuse and garbage from their Units in the commercial dumpsters provided in locations determined by the Executive Board.

(f) Renting and Leasing of Units. No Unit or part thereof shall be rented or used for transient or hotel purposes. In an effort to preserve the value of the Condominium, the Association hereby limits the number of Units that can be rented to twenty-five (25%) percent of the total Units in the Condominium. Unless occupied by the Unit Owner, a Unit must be leased in its entirety (not by room or area) and for a minimum of at least one (1) year. Any lease agreement for any Unit shall be in writing, shall require that the lease be subject in all respects to the provisions of the Master Deed, Bylaws and rules and regulations promulgated by the Executive Board and that the tenant and other occupants comply with all provisions of the Master Deed, Bylaws and rules and regulations promulgated by the Executive, and shall provide that the failure by the tenant to comply with the terms of the Master Deed, Bylaws or rules and regulations promulgated by the Executive shall be a default under the lease. If a tenant fails to comply with the terms of the Master Deed, Bylaws or such rules and regulations, the Unit Owner shall, if so directed by the Executive Board, terminate the lease and evict the tenant. Prior to the commencement of the term of a lease, the Unit Owner shall notify the Executive Board, in writing, of the name or names of the tenant or tenants and the time during which the lease term shall be in effect and provide the Executive Board with a copy of the lease. Notwithstanding the existence of a lease, the Unit Owner shall remain liable for all obligations, including, without limitation, the payment of dues, fines and enforcement charges, under the Master Deed, Bylaws or rules and regulations with respect to the Unit and shall cause the Unit to be maintained to the same general conditions and standards as then prevailing for owner-occupied Units. The Executive Board may establish and charge a reasonable uniform fee to be paid to the Association each month by the Unit Owner of each Unit that is leased to reimburse the Association for the additional time and expense incurred by the Association with respect to leased Units.

(g) Signs. No sign of any kind shall be displayed to the public view on the Buildings except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, as approved by the Executive Board, or (ii) with the specific written approval of the Executive Board. No "for sale" or "for lease" signs shall be permitted on the Units except as approved by the Executive Board. If these limitations on the use of signs, or any part thereof, are determined to be unlawful, the Executive Board shall have the right to regulate the use of signs in a manner not in violation of law.

(h) Structural Integrity. Nothing shall be done by any Owner in any Unit, or in, on or to the Common Elements, which may impair the soundness, safety, or structural integrity of any improvement or impair any easement or any mechanical, electrical, plumbing or other systems or any utilities. No Owner shall penetrate or

damage any wall or damage any utility lines or other system within any wall or elsewhere.

(i) Animals. Household pets will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Executive Board from time to time.

(j) Interior Decoration. Subject to the other provisions of the Master Deed, each Owner shall have the exclusive right, at his or her sole cost and expense, to paint, repaint, tile, wax, paper or otherwise finish, refinish and decorate the inner surfaces of the walls, ceilings, and floors bounding such Owner's Unit and the surfaces of bearing walls and partitions within the Unit, and to clean the interior and exterior surfaces of windows and doors bounding his or her Unit. The approval of the Executive Board shall not be necessary for the activities set forth in the preceding sentence. In decorating a Unit, each Owner is solely responsible for compliance with the fire protection laws and the building and safety codes of the City and shall indemnify the other Owners and Association for any violation thereof which causes loss, damage or injury to persons or property. No Owner shall repaint or refinish the exterior of any entry door or window into the Unit without the prior written approval of the Executive Board.

(k) Exterior Alterations. No change, alteration, construction or redecoration of any kind shall be permitted to the exterior of any Unit or its appurtenant balcony, including any change of color of the exterior of any Unit, unless done pursuant to prior written approval of the Executive Board. No natural, artificial or man-made fence or hedge, or natural, artificial or man-made wall (other than any wall which is part of a Unit), trellis, arbor or any similar natural, artificial or man-made means of screening or physically separating one Unit from another on the exterior shall be permitted without the prior written approval of the Executive Board.

(l) Obstruction of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements (except designated storage areas) without the prior written consent of the Executive Board.

(m) Alteration of Common Elements. No Common Element shall be altered, improved, decorated or removed and nothing shall be erected, planted, or constructed in or removed from the Common Elements, except by the Association, or with the written authorization of the Executive Board.

(n) Insurance Rates. Nothing shall be done or kept in any Unit or in or on the Common Elements or Limited Common Elements which will increase the applicable rates of insurance without the prior written consent of the Executive Board. No Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of any insurance or which would be in violation of any law, and no waste shall be committed in the Common Elements.

(o) Utilities. Each Owner shall be obligated to pay any and all charges and assessments for electricity, other utilities, and taxes levied against his or her Unit.]

(p) Vehicles in Garage. No boat, camper, mobile home, trailer, commercial truck, recreational vehicle or inoperable vehicle shall be parked or stored in a garage or other Common Elements except to the extent approved by the Executive Board. No

vehicle repair work shall occur in a garage (except to make an otherwise operable vehicle operable again). The foregoing parking and storage restrictions shall not apply to the parking and temporary storage of construction vehicles and equipment reasonably necessary for the construction and repair of the Units and Common Elements.

(q) Toxic Materials. No fuel or toxic materials shall be stored in a Unit, Limited Common Elements or Common Elements.

(r) Rules and Regulations. In addition to adopting and enforcing rules and regulations in the instances specifically mentioned, the Executive Board, on behalf of the Association, may, from time to time, adopt and enforce such further reasonable rules and regulations as it deems necessary or desirable, and not in conflict with the Master Deed, to promote harmony, to serve the best interests of the Unit Owners, as a whole, and the Association, and to protect and preserve the nature of the Condominium and Property. A copy of all Rules and Regulations, and amendments thereof, shall be furnished by the Executive Board to the Unit Owners prior to the time when the same shall become effective.

(s) Fines and Other Enforcement. The Executive Board may enforce all restrictions, rules and regulations by establishing, levying and collecting monetary fines and other enforcement charges as Special Assessments, having vehicles, trailers or other apparatus towed away at the expense of the owner, and/or taking such other lawful actions as the Executive Board, in its sole discretion, deems appropriate.

2. Enforcement of Restrictions. Any violation by a Unit Owner or with respect to a Unit of any rule or regulation adopted by the Association, or the breach of any restriction, covenant or provisions contained in the Master Deed or Bylaws, shall give the Association the right, in addition to all other rights set forth herein:

(a) To establish, levy and collect monetary fines as Special Assessments upon the offending Owner in such amounts as the Executive Board deems necessary to effect compliance with the requirements.

(b) To enter upon the portion of the Unit upon which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the offending Owner as a Special Assessment, any structure, thing or condition which may exist thereon, contrary to the intent and meaning of the provisions hereof, and the Association, or its successors, assigns or agents shall not thereby be deemed guilty in any manner of trespass. So long as the Association, its agents, servants or employees exercise reasonable care in the performance of such repairs, maintenance or alterations, they shall not be liable to the offending Owner for any damages caused in so doing. The cost of such work shall be collected from the offending Owner as a Special Assessment in the same manner as other assessments. In addition, the Association or its agents and representatives, together with emergency personnel, shall have an immediate right of access to all Units in the Owners' absence under emergency conditions;

(c) To enjoin, abate or remedy the continuance of any breach by appropriate legal proceedings, either at law or in equity; and/or

(d) To recover from the offending Unit Owner in any legal proceedings to enjoin, abate or remedy a breach or to collect any amounts due, all costs of such action, including, without limitation, court costs and reasonable attorneys' fees and expenses.

ARTICLE XII DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF BUILDINGS

1. Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus capital reserves, shall be sufficient to pay the cost of repair, restoration or reconstruction, then such restoration, repair, replacement or reconstruction shall be undertaken and the insurance proceeds and, if necessary, the capital reserve shall be applied by the Executive Board or the payee of such insurance proceeds in payment therefor as allowed herein; provided, however, that in the event within one hundred eighty (180) days after such damage or destruction, the Unit Owners shall elect either to sell the Property or to withdraw the Property from the provisions of the Master Deed, and from the provisions of the Act as therein provided, then such restoration, repair, replacement or reconstruction shall not be undertaken. In the event such restoration, repair, replacement or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Executive Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "A," after first paying from the share of each Unit Owner the amount of any unpaid liens on such Unit Owner's Unit, in the order of the priority of such liens.

2. Insufficient Insurance.

(a) If the insurance proceeds and any capital reserve are insufficient to reconstruct the affected Building or Buildings and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Building(s) within one hundred eighty (180) days from the date of damage or destruction, then the provisions of the Act and this Section shall apply.

(b) In the case of damage or other destruction in which fewer than one half ($\frac{1}{2}$) of the Units are rendered uninhabitable, upon the affirmative vote of eighty percent (80%) of the voting Members (by percentage interest in the Common Elements) at a meeting called for that purpose, the affected Building(s) or other portion of the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence of the damage or other destruction. At such meeting the Executive Board or its representatives shall present to the members present an estimate of the cost of repair or reconstruction and the estimated amount of necessary assessments against each Unit Owner.

(c) In the case of damage or other destruction, upon the unanimous affirmative vote of the voting Members at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to

that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Executive Board. The payment of just compensation or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements will be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

3. Eminent Domain. In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portions so taken from the provisions of the Act may be made by the Executive Board. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion so withdrawn shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Executive Board, and the other Unit Owners' percentages shall be correspondingly increased. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Elements or any part thereof, and the Association is hereby appointed as attorney in fact for each Unit Owner to represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority relating to such acquisitions of the Common Elements or any part thereof. In the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "A," after first paying from the share of each Unit Owner the amount of any unpaid liens on such Unit Owner's Unit, in the order of the priority of such liens.

4. Repair, Restoration or Reconstruction of the Improvements. As used in this Article, "restoration, repair, replacement or reconstruction" of improvements means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Common Element having the same vertical and horizontal boundaries as before, unless, if allowed by the Act, other action is approved by Unit Owners and their respective mortgagees representing at least eighty percent (80%) of the votes in the Association (by percentage interest in the Common Elements). Any repair, restoration or reconstruction shall be in accordance with law and the Master Deed, and shall be made subject to the rights of the mortgagees.

ARTICLE XIII REMEDIES

1. Violations. Upon the occurrence of any one or more of the following events, the Executive Board shall have the rights and remedies set forth below:

(a) Failure by a Unit Owner to pay when due any sums required to be paid by such Unit Owner pursuant to the provisions of the Master Deed, for thirty (30) days after written notice of such nonpayment shall have been given such Unit Owner, provided that such defaulting Unit Owner shall not be entitled to written notice and opportunity to cure such failure if such Unit Owner has been given one (1) or more notices pursuant to this Section during the twelve (12) month period immediately preceding the first day of such failure.

(b) Violation or breach by a Unit Owner or an Occupant of any provision, covenant or restriction of the Act, the Master Deed, the Bylaws, contractual obligation to the Executive Board or Association undertaken by such Unit Owner, or rules and regulations promulgated by the Executive Board, and continuation of such violation or breach for thirty (30) days after written notice thereof shall have been given such Unit Owner, provided that such defaulting Unit Owner shall not be entitled to written notice and opportunity to correct such violation or breach if such Unit Owner has been given one (1) or more notices pursuant to this Section during the twelve (12) month period immediately preceding the first day of such violation or breach.

2. Remedies. Upon the occurrence of any one or more of the events described in Paragraph 1 above, in addition to the rights of the Association and the Executive Board under Article XI above, the Executive Board shall have the following rights and remedies:

(a) For a violation or breach described in Paragraph 1(b) above, the Executive Board shall have the right: (i) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove or do whatever else may be necessary to correct, at the expense of the defaulting Unit Owner, any such violation or breach or the cause of such violation or breach, and the Executive Board, or its agents, shall not thereby be deemed guilty in any manner of trespass, or (ii) to enjoin, abate or remedy by a proceeding at law or in equity the continuance of any such violation or breach; provided, however, that no summary abatement shall be undertaken in connection with any alteration or demolition of improvements until judicial proceedings are instituted.

(b) The Executive Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the right of such defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control such Unit Owner's Unit Ownership and thereupon an action may be filed by the Executive Board against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him and, subject to the limitations of applicable law, ordering that all the right, title and interest of such defaulting Unit Owner in the Property shall be sold at a judicial sale, upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring such Unit Owner's interest in the Unit Ownership at such judicial sale. It shall be a condition of any such sale, and the decree shall so provide, that the Purchaser shall take the interest in the Unit Ownership sold subject to the

Master Deed. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in such decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or other sums due hereunder or any liens, shall be paid to the defaulting Unit Owner. Upon the confirmation of such sale, the Purchaser at such sale shall be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession.

(c) In addition to or in conjunction with the remedies set forth above, the Executive Board or its agents shall have the right to bring an action at law or in equity against the Unit Owner or Occupant as permitted by law, including, without limitation, an action (i) to foreclose a lien against the Unit Ownership, (ii) for damages, injunctive relief or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article or (v) for any other relief which the Executive Board may deem necessary or appropriate. Any and all rights and remedies provided for in the Act, the Master Deed, the Bylaws, any contractual obligation to the Executive Board or Association undertaken by such Unit Owner, or rules and regulations promulgated by the Executive Board may be exercised at any time and from time to time cumulatively or otherwise by the Executive Board in its discretion. The failure of the Executive Board to exercise any such rights or remedies to enforce any provisions of the Master Deed, the Bylaws or rules and regulations of the Executive Board shall in no event be deemed a waiver of the right to do so thereafter.

(d) All expenses incurred by the Executive Board in connection with any actions, proceedings or self help in connection with the exercise of its rights and remedies under this Article, including, without limitation, court costs, reasonable attorneys' fees and all other fees and expenses, and all damages, together with interest thereon at the rate of eighteen percent (18%) per annum (or such lesser rate charged by law should eighteen percent (18%) be held to be in excess of the maximum legal rate allowable by law), shall be charged to and assessed against the defaulting Unit Owner, and shall be added to and deemed part of such Unit Owner's respective share of the Common Expenses, and the Executive Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of such Unit Owner's additions and improvements thereto.

3. Enforcement by Unit Owners. Any aggrieved Unit Owner may enforce the provisions of the Master Deed, the Bylaws or any rules and regulations promulgated by the Executive Board by an action at law or in equity against the defaulting Association or against the defaulting Unit Owner or Occupant upon a violation or breach described in Paragraph 1(b) above against any person or persons either to restrain such violation or breach or to recover damages.

ARTICLE XIV GENERAL PROVISIONS

1. Record of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of all of its receipts and expenditures, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available

on request for examination by the Unit Owners and others with an interest, such as prospective lenders.

2. Conveyance and Leases. Each grantee by the acceptance of a deed of conveyance, each Purchaser under a Deed to a Unit and each tenant under a lease for a Unit accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by the Master Deed, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land and shall bind any person having at any time an interest or estate in the Property and shall inure to the benefit of such Unit Owner in like manner as though the provisions of the Master Deed, were recited and stipulated at length in each and every deed of conveyance. Within thirty (30) days after the sale, transfer or conveyance of a Unit, the Purchaser or transferee of the Unit shall notify the Association, in writing, of their names and the record owner.

3. Term of Master Deed. The Master Deed, as amended by this Amendment, shall run with the land, shall be binding upon all Persons owning Units and any Persons hereafter acquiring said Units, and shall be in effect in perpetuity unless amended or terminated as provided in the Act.

4. Amendment of Master Deed. The provisions, covenants, conditions, restrictions or equitable servitudes contained in the Master Deed may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by Members of the Association holding at least sixty-seven (67%) percent of the voting power of the Association (by Percentage Interest) present in person or by proxy at a duly constituted meeting of the Members. The approval of any such amendment or repeal shall be evidenced by the certification by the Executive Board of the Association of the vote of Members. The amendment or repeal shall be effective upon the recordation in the office of the Register of Deeds of Douglas County, Nebraska, of a certificate, executed by the President or a Vice President and the Secretary or an Assistant Secretary of the Association setting forth the amendment or repeal in full and certifying that the amendment or repeal has been approved by the Members and certified by the Executive Board as set forth above.

5. Termination of Condominium. Notwithstanding the foregoing, this condominium regime may be terminated or waived by written agreement of the Members of the Association holding at least seventy-five (75%) percent of the voting power of the Association (by Percentage Interest). Following termination, the property may be judicially partitioned and sold upon the petition of any Member, but if the Members representing three-fourths of the voting power of the Association (by Percentage Interest) agree in writing to sell or otherwise dispose of the Property, then all Members shall be bound to execute such deed or other documents reasonably necessary to effect such sale or disposition when and as required by the Executive Board.

6. Taxes. Each Unit Owner shall be solely responsible for payment of real property, personal property, sales and use taxes regarding the Unit Owners Unit.

7. Mortgage Holders. Nothing in this Amendment is intended to affect the rights of the holder of a mortgage, deed of trust or security interest in a Unit effective prior to the date of this Amendment.

8. Captions. The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Master Deed, or the intent of any provision thereof.

9. Waiver. No provision contained in the Master Deed, is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

10. Invalidity and Severability. The invalidity of any provision of the Master Deed, does not impair or affect in any manner the validity, enforceability of effect of the remainder, and if a provision is invalid, all of the other provisions of the Master Deed shall continue in full force and effect.

11. Conflict. This the Master Deed and other Association documents are intended to comply with the requirements of the Act. If there is any conflict between the Master Deed or other Association documents and the provisions of the Act, the provisions of the Association documents shall control, unless such control would invalidate the Association documents, in which case the Act shall control. If the Association documents are silent as to a particular issue, the Act shall control. In the event of a conflict between the Master Deed, and any other Association document, the Master Deed shall control. In the event of a conflict between the original Master Deed and this Amendment, this Amendment shall control.

12. Controlling Law Jurisdiction and Venue. This the Master Deed shall be interpreted, construed and applied in accordance with the laws of the State of Nebraska. Jurisdiction and venue shall be solely vested in Douglas County, Nebraska.

This Amendment to Master Deed may be executed in one or more counterparts, each of which shall be deemed an original, but together shall constitute one and the same instrument.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF the undersigned has caused this Amendment to Master Deed to be executed as of the day and year first above written.

12788 Deauville Drive, Unit 101

By: Susan Korte
Susan J. Korte

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 4th March, 2012, by Susan J. Korte, a single person.



Paula Bragg
Notary Public

12788 Deauville Drive, Unit 102

By: _____
Michael T. Sweeney

STATE OF _____)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me this _____, 2012, by Michael T. Sweeney, a single person.

[NOTARY SEAL]

Notary Public

12788 Deauville Drive, Unit 201

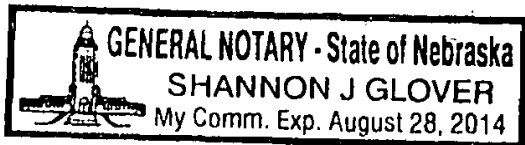
By: Milford E. Klaus
Milford E. Klaus

By: Geraldine C. Klaus
Geraldine C. Klaus

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 2/22, 2012, by Milford E. Klaus and Geraldine C. Klaus, as husband and wife.

[NOTARY SEAL]



Shannon J. Glover
Notary Public

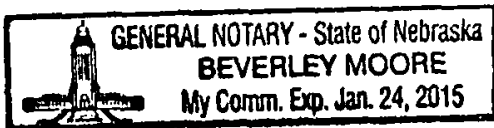
12788 Deauville Drive, Unit 202

By: Mary C. Johnson
Mary C. Johnson

STATE OF NEBRASKA)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 11th day of March 2012, by Mary C. Johnson, a single person.

[NOTARY SEAL]



Beverley Moore
Notary Public

12788 Deauville Drive, Unit 301

By: Barbara J. Sutton
Barbara J. Sutton

STATE OF NEBRASKA)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 10th day of March 2012, by Barbara J. Sutton, a single person.

[NOTARY SEAL]



Beverley Moore
Notary Public

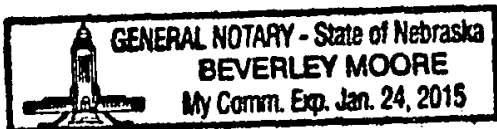
12788 Deauville Drive, Unit 302

By: Douglas Paulsen
Douglas Paulsen

STATE OF NEBRASKA)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 10th day of March 2012, by Douglas Paulsen, a single person.

[NOTARY SEAL]



Beverley Moore
Notary Public

12784 Deauville Drive, Unit 103

By: *Friend J. Forsberg*
Friend J. Forsberg

By: _____
~~Beverly A. Forsberg~~

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 4th March, 2012, by Friend J. Forsberg and ~~Beverly Forsberg, husband and wife.~~



Paula Bragg
Notary Public

12784 Deauville Drive, Unit 104

By: _____
Amanda R. Vosika

STATE OF _____)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me this _____, 2012, by Amanda R. Vosika, a single person.

[NOTARY SEAL]

Notary Public

12784 Deauville Drive, Unit 203

Virgil C. Jansen Trust

By: _____
Virgil C. Jansen, Trustee

STATE OF _____)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me this _____, 2012, by Virgil C. Jansen, as Trustee.

[NOTARY SEAL]

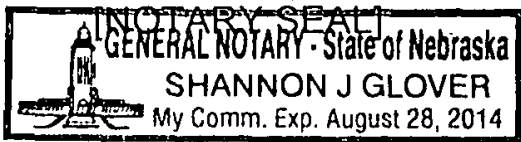
Notary Public

12784 Deauville Drive, Unit 204

By: LaRaine C. Vanderpool
LaRaine C. Vanderpool

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 2/22, 2012, by LaRaine C. Vanderpool, a single person.



Shannon J Glover
Notary Public

12784 Deauville Drive, Unit 303

By: Danise M Brownlee
Danise M. Brownlee

By: Ted Brownlee a/k/a James T. Brownlee
JAMES T. BROWNLEE

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 4th March, 2012, by Danise M. Brownlee and Ted Brownlee a/k/a James T. Brownlee, wife and husband.



Paula Bragg
Notary Public

12784 Deauville Drive, Unit 304

By: Kemal Causevic
Kemal Causevic

By: _____
Vedija Causevic

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 4th March, 2012, by Kemal Causevic and Vedija Causevic, husband and wife.



Paula Bragg
Notary Public

12780 Deauville Drive, Unit 105

By: _____
Frank O. Vance, Jr.

By: _____
Cindy L. Vance

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, 2012, by Frank O. Vance, Jr. and Cindy L. Vance, husband and wife.

[NOTARY SEAL]

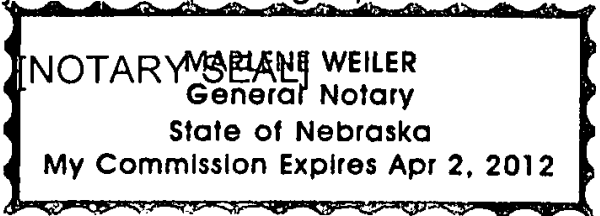
Notary Public

12780 Deauville Drive, Unit 107

By: *Beverly Moore*
Beverly E. Moore

STATE OF NE)
) SS.
COUNTY OF Doughs)

The foregoing instrument was acknowledged before me this March 16, 2012, by Beverly E. Moore, a single person.



Marlene Weiler
Notary Public

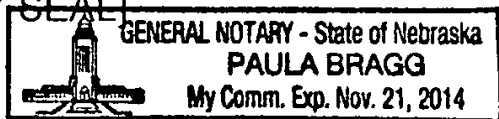
12780 Deauville Drive, Unit 205

By: *Loris Jiles*
Loris J. Wiles

STATE OF Nebraska)
) SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 4th March, 2012, by Loris J. Wiles, a single person.

[NOTARY SEAL]



Paula Bragg
Notary Public

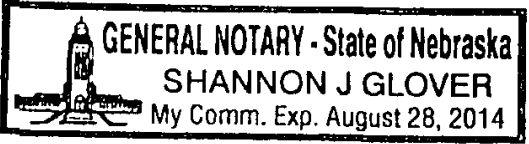
12780 Deauville Drive, Unit 206

By: Patricia C. Basino
Patricia C. Basino

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 2/22, 2012, by Patricia C. Basino, a single person.

[NOTARY SEAL]



Shannon J. Glover
Notary Public

12780 Deauville Drive, Unit 207

By: _____
Phyllis J. Cernik

STATE OF _____)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me this _____, 2012, by Phyllis J. Cernik, a single person.

[NOTARY SEAL]

Notary Public

12780 Deauville Drive, Unit 305

By: _____
Kenneth A. Broz

STATE OF _____)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me this _____, 2012, by Kenneth A. Broz, a single person.

[NOTARY SEAL]

Notary Public

12780 Deauville Drive, Unit 306

By: _____
Raymond E. Speer

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, 2012, by Raymond E. Speer, a single person.

[NOTARY SEAL]

Notary Public

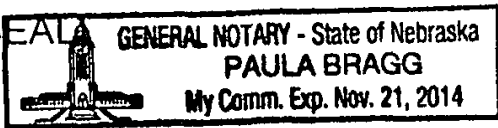
12780 Deauville Drive, Unit 307

By: James L. Holling
James L. Holling

STATE OF Nebraska)
) SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 4th March, 2012, by James L. Holling, a single person.

[NOTARY SEAL]



Paula Bragg
Notary Public

12776 Deauville Drive, Unit 108

By: Seth Horton
Seth Horton

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 4th March, 2012, by Seth Horton, a single person.



Paula Bragg
Notary Public

12776 Deauville Drive, Unit 109

By: _____
Tom Ingram

By: _____
Cynthia J. Ingram

STATE OF _____)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me this _____, 2012, by Tom Ingram and Cynthia J. Ingram, husband and wife.

[NOTARY SEAL]

Notary Public

12776 Deauville Drive, Unit 208

Karen Stroh Orians Revocable Trust dated March 30, 2007

By: Karen Stroh Orians
Karen S. Orians, Trustee Trustee

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 4th March, 2012, by Karen S. Orians, as Trustee. of the Karen Stroh Orians Revocable Trust.



Paula Bragg
Notary Public

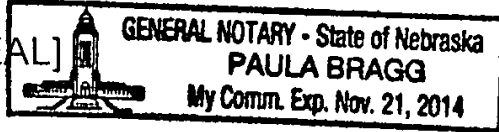
12776 Deauville Drive, Unit 209

By: Mary E. Dewall
Mary E. Dewall

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 4th March, 2012, by Mary E. Dewall, a single person.

[NOTARY SEAL]



Paula Bragg
Notary Public

12776 Deauville Drive, Unit 308

By: Beth E. Van Ornam
Beth E. Van Ornam

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 3/4/12, 2012, by Beth E. Van Ornam, a single person.

[NOTARY SEAL]



Paula Bragg
Notary Public

12776 Deauville Drive, Unit 309

By: Kyle J. Giwoyna
Kyle J. Giwoyna

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 4th March, 2012, by Kyle J. Giwoyna, a single person.

[NOTARY SEAL]



Paula Bragg
Notary Public

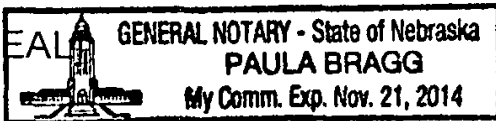
12772 Deauville Drive, Unit 110

By: Ramona S. Routley
Ramona S. Routley

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 4th March, 2012, by Ramona S. Routley, a single person.

[NOTARY SEAL]



Paula Bragg
Notary Public

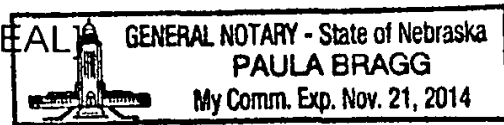
12772 Deauville Drive, Unit 111

By: Carole A. Nelson
Carole A. Nelson

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 4th March, 2012, by Carole A. Nelson, a single person.

[NOTARY SEAL]



Paula Bragg
Notary Public

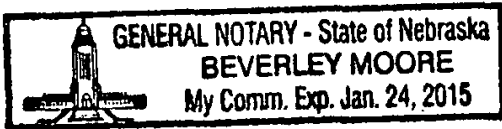
12772 Deauville Drive, Unit 210

By: Myron R. Ocander
Myron R. Ocander

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 10th day of March, 2012, by Myron R. Ocander, a single person.

[NOTARY SEAL]



Beverley Moore
Notary Public

12772 Deauville Drive, Unit 211

By: Janet M. Griffin
Janet M. Griffin

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 4th March, 2012, by Janet M. Griffin, a single person.



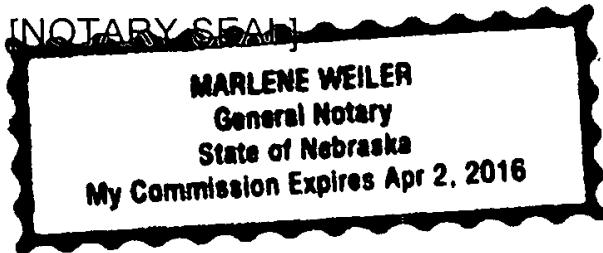
Paula Bragg
Notary Public

12772 Deauville Drive, Unit 310

Estate of Darleen J. Roh
By: Deborah D. Knott
Deborah D. Knott, Personal Representative

STATE OF NE)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this April 19, 2012, by Deborah D Knott, the Personal Representative of the Estate of Darleen J. Roh.



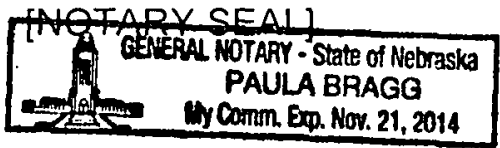
Marlene Weiler
Notary Public

12772 Deauville Drive, Unit 311

By: Sandra L. Naviaux
Sandra L. Naviaux

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 4th March, 2012, by Sandra L. Naviaux, a single person.



Paula Bragg
Notary Public

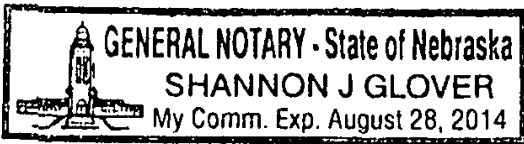
12768 Deauville Drive, Unit 112

By: Joyce A. Hertzig
Joyce A. Hertzig

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 2/22, 2012, by Joyce A. Hertzig, a single person.

[NOTARY SEAL]



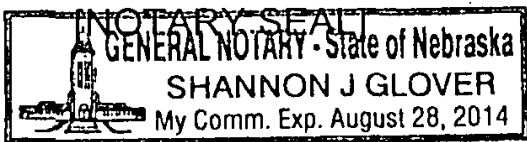
Shannon J. Glover
Notary Public

12768 Deauville Drive, Unit 115

By: Jan E. Hall
Jan E. Hall

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 2/22, 2012, by Jan E. Hall, a single person.



Shannon J. Glover
Notary Public

12768 Deauville Drive, Unit 212

By: _____
Josh Engle
By: Nicole J. Engle
Nicole J. Salkeld n/k/a Nicole J. Engle

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 4th March, 2012, by ~~Josh Engle and Nicole J. Salkeld n/k/a Nicole J. Engle, husband and wife.~~

[NOTARY SEAL]



Paula Bragg
Notary Public

12768 Deauville Drive, Unit 214

By: Rebecca Heavey
Rebecca J. Heavey

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 4th March, 2012, by Rebecca J. Heavey, a single person.

[NOTARY SEAL]



Paula Bragg
Notary Public

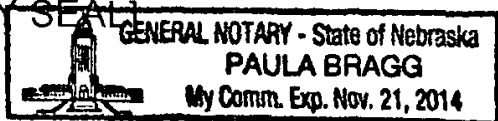
12768 Deauville Drive, Unit 215

By: Mary L. Murphy
Mary L. Murphy

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 4th March, 2012, by Mary L. Murphy, a single person.

[NOTARY SEAL]



Paula Bragg
Notary Public

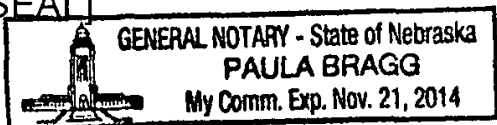
12768 Deauville Drive, Unit 312

By: Jeff Judkins
Jeff Judkins

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 4th March, 2012, by Jeff Judkins, a single person.

[NOTARY SEAL]



Paula Bragg
Notary Public

12768 Deauville Drive, Unit 314

By: Marvin J. Zimmerman
Marvin J. Zimmerman

By: _____
~~Darlene D. Zimmerman~~

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 4th March, 2012, by Marvin J. Zimmerman and ~~Darlene D. Zimmerman~~, husband and wife.



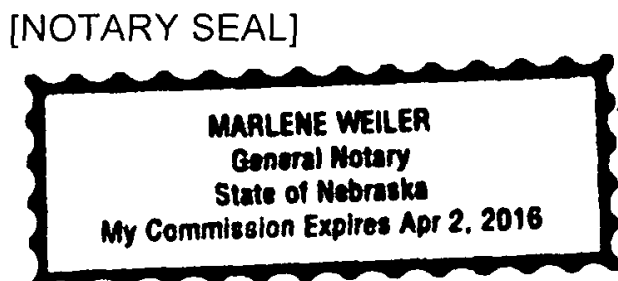
Paula Bragg
Notary Public

12768 Deauville Drive, Unit 315

By: Ruth Nusser
Ruth Nusser

STATE OF NE)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this April 14, 2012, by Ruth Nusser, a single person.



Marlene Weiler
Notary Public

12764 Deauville Drive, Unit 116

Barbara Joan Cecil Trust created by Declaration of Trust dated January 16, 2012

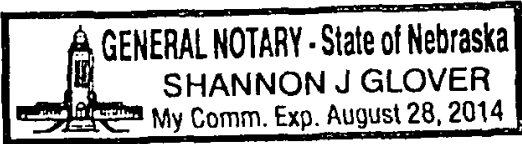
By: Barbara J. Cecil
Barbara J. Cecil, Co-Trustee

By: _____
Leslie Jean Harsh, Co-Trustee

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 2/22, 2012, by Barbara J. Cecil, Trustee of the Barbara Joan Cecil Trust.

[NOTARY SEAL]



Shannon J. Glover
Notary Public

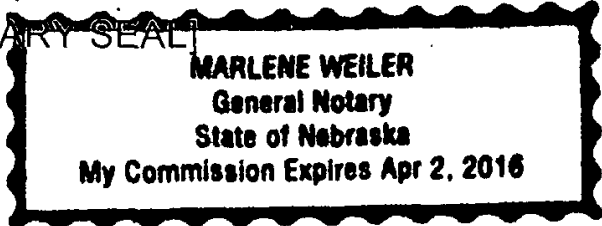
12764 Deauville Drive, Unit 117

By: Marie L. Rieck
~~Victorine Stull~~ Marie Rieck

STATE OF NE)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this April 14, 2012, by ~~Victorine Stull~~, a single person.
Marie Rieck

[NOTARY SEAL]



Marlene Weiler
Notary Public

12764 Deauville Drive, Unit 216

By: _____
Dorothea A. Enterline

STATE OF _____)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me this _____, 2012, by Dorothea A. Enterline, a single person.

[NOTARY SEAL]

Notary Public

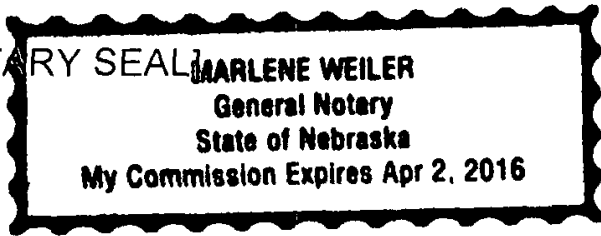
12764 Deauville Drive, Unit 316

By: *Irene C. Kucerik*
Irene C. Kucerik

STATE OF NE)
) SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this May 1, 2012, by Irene C. Kucerik, a single person.

[NOTARY SEAL]



Marlene Weiler
Notary Public

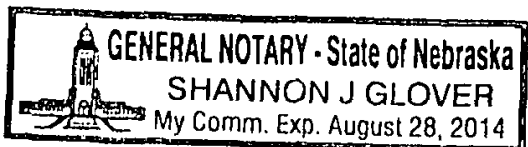
12764 Deauville Drive, Unit 317

By: *Ellen Carrigan*
Ellen Carrigan

STATE OF Nebraska)
) SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 2/22, 2012, by Ellen Carrigan, a single person.

[NOTARY SEAL]



Shannon J Glover
Notary Public

12760 Deauville Drive, Unit 118

By: _____
Herman M. Greenwald

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, 2012, by Herman M. Greenwald, a single person.

[NOTARY SEAL]

Notary Public

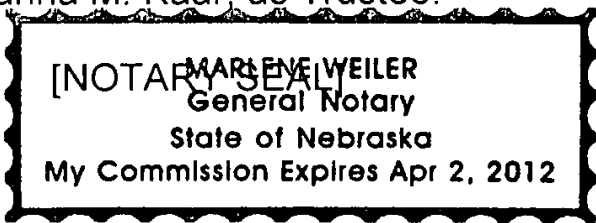
12760 Deauville Drive, Unit 119

Rosanna M. Leahy Kaar Trust dated
June 27, 1996

By: *Rosanna M. Leahy Kaar*
Rosanna M. Leahy Kaar, Trustee

STATE OF NE)
) SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this March 17, 2012, by Rosanna M. Kaar, as Trustee.



Marlene Weiler
Notary Public

12760 Deauville Drive, Unit 218

By: _____
John H. Mack, Jr.

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, 2012, by John H. Mack, Jr., a single person.

[NOTARY SEAL]

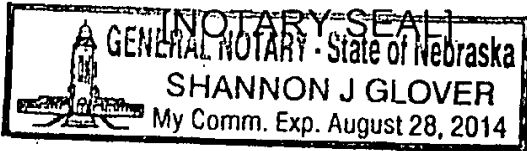
Notary Public

12760 Deauville Drive, Unit 219

By: Rebecca E. Newkirk
Rebecca E. Newkirk

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 2/22, 2012, by Rebecca E. Newkirk, a single person.



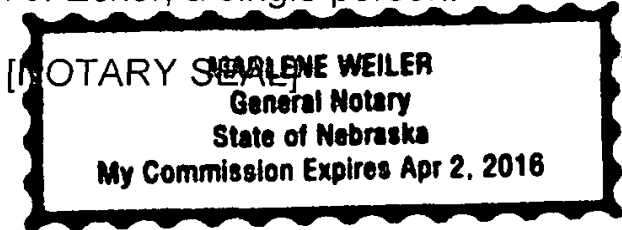
Shannon J. Glover
Notary Public

12760 Deauville Drive, Unit 318

By: Kathryn J. Ecker
Kathryn J. Ecker

STATE OF NE)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this April 14, 2012, by Kathryn J. Ecker, a single person.



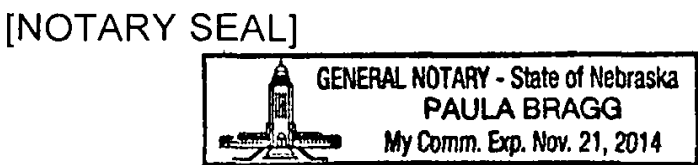
Marlene Weiler
Notary Public

12760 Deauville Drive, Unit 319

By: Robert D. Rizer
Robert D. Rizer

STATE OF Nebraska)
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 4th March, 2012, by Robert D. Rizer, a single person.



Paula Bragg
Notary Public

12752 Deauville Drive

By: _____
Michael W. Gibbs

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, 2012, by Michael W. Gibbs, a single person.

[NOTARY SEAL]

Notary Public

12754 Deauville Drive

By: _____
Jaime A. Bellino

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, 2012, by Jaime A. Bellino, a single person.

[NOTARY SEAL]

Notary Public

12756 Deauville Drive

By: _____
Robert R. Mahoney II

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, 2012, by Robert R. Mahoney II, a single person.

[NOTARY SEAL]

Notary Public

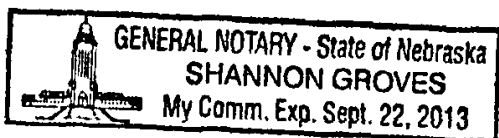
12792 Deauville Drive, Unit 323

By: [Signature]
Walter J. Carrol

STATE OF Nebraska)
) SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 9th March, 2012, by Walter J. Carrol, a single person.

[NOTARY SEAL]



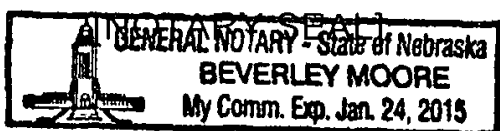
[Signature]
Notary Public

12794 Deauville Drive, Unit 324

By: [Signature]
Luella M. Buse

STATE OF Nebraska)
) SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 11th day of March, 2012, by Luella M. Buse, a single person.



[Signature]
Notary Public

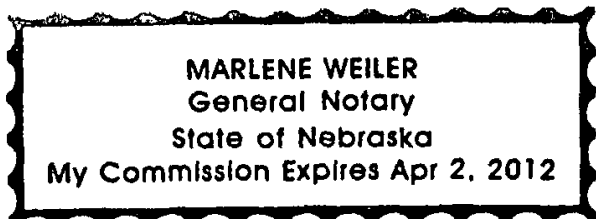
12796 Deauville Drive, Unit 325

By: [Signature]
Anthony J. Plaza

STATE OF NE)
) SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this March 15, 2012, by Anthony J. Plaza, a single person.

[NOTARY SEAL]



[Signature]
Notary Public

EXHIBIT "A"

CONDOMINIUM UNITS AND PERCENTAGE INTEREST

<u>Unit No.</u>	<u>Basic Value Percentage</u>
1 - 101	1.14
1 - 102	1.22
1 - 103	1.14
1 - 104	1.14
1 - 105	1.22
1 - 107	1.22
1 - 108	1.14
1 - 109	1.14
1 - 110	1.22
1 - 111	1.14
1 - 112	1.22
1 - 115	1.22
1 - 116	1.14
1 - 117	1.14
1 - 118	1.22
1 - 119	1.14
1 - 201	1.39
1 - 202	1.39
1 - 203	1.39
1 - 204	1.39
1 - 205	1.39
1 - 206	1.39
1 - 207	1.39
1 - 208	1.39
1 - 209	1.39
1 - 210	1.39
1 - 211	1.39
1 - 212	1.39
1 - 214	1.39
1 - 215	1.39
1 - 216	1.39
1 - 217	1.39
1 - 218	1.39
1 - 219	1.39
1 - 301	1.79

1 - 302	1.79
1 - 303	1.79
1 - 304	1.79
1 - 305	1.63
1 - 306	1.63
1 - 307	1.63
1 - 308	1.79
1 - 309	1.79
1 - 310	1.79
1 - 311	1.79
1 - 312	1.63
1 - 314	1.63
1 - 315	1.63
1 - 316	1.79
1 - 317	1.79
1 - 318	1.79
1 - 319	1.79
1 - 320	3.09
1 - 321	3.09
1 - 322	3.09
1 - 323	3.09
1 - 324	3.09
1 - 325	3.09
G - 4	.11
G - 5	.11
G - 6	.11
G - 7	.11
G - 8	.11
G - 9	.11
G - 10	.11
G - 11	.11
G - 12	.11
G - 13	.11
G - 14	.11
G - 15	.11
G - 16	.11
G - 17	.11

G - 18	.11
G - 19	.11
G - 20	.11
G - 21	.11
G - 22	.11
G - 23	.11
G - 24	.11
G - 25	.11
G - 26	.11
G - 27	.11
G - 28	.11
G - 29	.11
G - 30	.11
G - 31	.11
G - 32	.11
G - 33	.11
G - 34	.11
G - 35	.11
G - 36	.11
G - 37	.11
G - 38	.11
G - 39	.11
G - 40	.11
G - 41	.11
G - 42	.11
G - 43	.11
G - 44	.11
G - 45	.11
G - 46	.11
G - 47	.11
G - 48	.11
G - 49	.11
G - 50	.11
G - 51	.11
G - 52	.11
G - 53	.11
G - 54	.11
G - 55	.11
G - 56	.11
G - 57	.11

G - 58	.11
G - 59	.11
G - 60	.11
G - 61	.11
	100%

EXHIBIT "B"
LEGAL DESCRIPTION

BOOK 1682 PAGE 266

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.