

**Please Return To: Nathan J Gurnsey, Woods & Aitken LLP, 301 S. 13<sup>th</sup> Street, Suite 500, Lincoln, NE 68508**

**CERTIFICATE OF OFFICERS OF  
FIRST AMENDMENT  
TO  
MASTER DEED DECLARATION OF THE YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF LINCOLN AND LANCASTER COUNTY, NEBRASKA  
GEORGIAN PLACE, A CONDOMINIUM PROPERTY REGIME**

**RECITALS:**

WHEREAS, a Master Deed Declaration of the Young Men's Christian Association of Lincoln and Lancaster County, Nebraska, Georgian Place, a condominium property regime, dated October 27, 1983, was recorded on October 28, 1983, in the office of the Register of Deeds of Lancaster County, Nebraska as Instrument No. 83-22795 (the "Master Deed") with respect to that certain real property legally described on Exhibit "B" attached hereto and incorporated herein by this reference; and

Whereas, the Board of Administrators and Owners of the real property subject to the Declaration desired to amend, and approved an amendment to, the Master Deed, in accordance with the First Amendment to the Declaration set forth on Exhibit "A" attached hereto and incorporated herein by this reference (the "First Amendment").

**CERTIFICATION:**

Pursuant to the procedures set forth in the Master Deed, the undersigned officers of the Association hereby certify that the First Amendment was duly adopted, that at a special meeting of the Board of Administrators held on July 6, 2016, the First Amendment was approved, and that upon presentment to the voting members, voting members who represent no less than 66 2/3% of the Basic Value of the Property approved the First Amendment. Said consent expressly authorizes, directs and empowers the Board and its officers to adopt and record the First Amendment. This Amendment may be signed in any number of counterparts, each of which is an original and all of which taken together form one single Amendment.

This Certificate is dated as of 9/7/16, 2016.

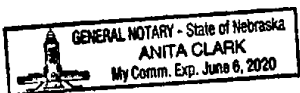
President:

Luella M. Marcotte

STATE OF NE )  
 ) ss.  
COUNTY OF Stoe )

The foregoing instrument was acknowledged before me on Sept. 7<sup>th</sup>, 2016, by  
Anita Clark Luella Marcotte

Anita Clark  
NOTARY PUBLIC

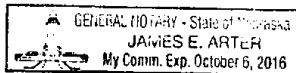


Vice-President:

Yvonne Norton Leung

STATE OF Nebraska )  
 ) ss.  
COUNTY OF Lancaster )

The foregoing instrument was acknowledged before me on September 15, 2016, by  
Yvonne Norton Leung



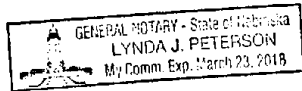
James E. Arter  
NOTARY PUBLIC

Secretary:

[Signature]

STATE OF Nebr. )  
 ) ss.  
COUNTY OF Lancaster )

The foregoing instrument was acknowledged before me on Sept. 16, 2016, by Jake Bergen.



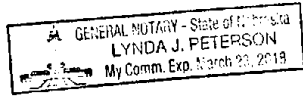
[Signature]  
NOTARY PUBLIC

Treasurer:

[Signature]

STATE OF Nebr. )  
 ) ss.  
COUNTY OF Lancaster )

The foregoing instrument was acknowledged before me on Sept. 16, 2016, by Jake Bergen.



[Signature]  
NOTARY PUBLIC

**EXHIBIT "A"**  
**FIRST AMENDMENT**  
**TO**  
**MASTER DEED DECLARATION OF THE YOUNG MEN'S CHRISTIAN**  
**ASSOCIATION OF LINCOLN AND LANCASTER COUNTY, NEBRASKA**  
**GEORGIAN PLACE, A CONDOMINIUM PROPERTY REGIME**

THIS FIRST AMENDMENT ("Amendment") is dated October 25, 2016 (the "Effective Date").

**RECITALS:**

WHEREAS, a Master Deed Declaration of the Young Men's Christian Association of Lincoln and Lancaster County, Nebraska, Georgian Place, a condominium property regime, dated October 27, 1983, was recorded on October 28, 1983, in the office of the Register of Deeds of Lancaster County, Nebraska as Instrument No. 83-22795 (the "Master Deed") with respect to that certain real property legally described on Exhibit "A" attached hereto and incorporated herein by this reference.

NOW THEREFORE, for and in consideration of the Recitals set forth above and other good and valuable consideration, the Master Deed is amended as follows:

1. Units 901 and 902. Units 901 and 902 of the Georgian Place condominium are hereby combined into a single unit, effective as of the Effective Date, and shall be referred to for all purposes as Unit 901 from and after the date hereof. The vertical boundaries of the new Unit 901 from and after the date hereof shall be the combined vertical boundaries of the former Units 901 and 902 prior to the date hereof. The new Unit 901 shall also be attributed the combined allocations of the former Units 901 and 902. For purposes of the Exhibits to the Master Deed, all line items relating to Unit 901 are amended as follows: for purposes of Exhibit "D" the combined Value allocation shall be \$74,841 and the combined Basic Value as % of Total Value shall be 4.155531%; and for purposes of Exhibit "E" the Sale Price shall be \$133,680, the Net Area Square Feet shall be 1,761.24, and the Basic Value % of Total "A" shall be 5.361977%. Line items relating to Unit 902 on Exhibits "D" and "E" are hereby deleted in their entirety. After giving effect to the Amendments herein, the amended Exhibits "D" and "E" attached to the Master Deed shall respectively be in the form of Exhibits "C" and "D" attached hereto.

2. Relocation of Boundaries Between Units. The following shall be inserted in Section 5.0 as subsection (c):

The boundaries between adjoining Units may be relocated by an amendment to this Declaration upon application to the Association by the Owner of those Units affected. The Owners of the adjoining Units shall specify the reallocation between their Units and any amendments to each Unit's Basic Value as shown on Exhibit "D" to the Master Deed on said application. Unless the Board determines, within thirty (30) days, that the reallocations are unreasonable, the

Association shall prepare an Amendment that identifies the Units involved, states the reallocations, is executed by those Unit Owners, contains words of conveyance between them, and upon recordation, is indexed in the name of the grantor and the grantee. The Association shall prepare and record plats or plans necessary to show the altered boundaries between adjoining Units and their dimensions and identifying numbers. All costs and expenses incurred in connection with said reallocation of boundaries shall be fully reimbursed in an equal share by each affected Unit Owner. Such share of the Unit Owner shall be treated as an assessment to said Unit and payment therefore shall be enforced and collected in the same manner as all other assessments provided for herein.

3. Exterior Windows: Notwithstanding anything in the Master Deed to the contrary, an owner of a Class A Unit or Class B Unit may choose to replace its exterior window(s) at any time, at the Unit Owner's sole expense, upon (i) notice to the Board of Administrators with a detailed description of the nature, type and appearance of such window and (ii) receipt of written approval from the Board of Administrators as to the nature, type and appearance of such replacement window. In addition, the Board of Administrators may determine from time to time that certain exterior windows in the Building need replaced or repaired. The Board of Administrators may determine, in its sole discretion, to undertake to repair or replace all or a portion of the exterior windows in the Building, and costs and expenses relating to such repair or replacement shall be assessed to the owners of the Units in accordance with this Section. All costs and expenses relating to the repair and replacement of an exterior window(s) shall be the solely allocated and assessed to the owner of the Unit where such exterior window is located. The phrase "all exterior windows" is hereby deleted from the definition of Class "A" Limited Property and replaced with "all exterior windows appurtenant to the Class A Units." The phrase "all exterior windows appurtenant to the Class B Unit" is hereby added to the definition of Class "B" Limited Property. Notwithstanding Sections 6.4 and 8.3, and any other provision to the contrary contained in the Master Deed, this paragraph shall govern the rights, obligations and allocation of costs and expenses with respect to exterior windows.

4. Stock Certificates. Section 7.2 is hereby deleted in its entirety.

5. Nonvoting Member. The definition of "Nonvoting Member" provided in Section 2.0 (13) is deleted in its entirety. The last sentence in Section 7.1 is deleted in its entirety.

6. Rentals. Section 12.7 is hereby deleted in its entirety and replaced with the following: "Class "A" Property Units are prohibited from renting, leasing, or subleasing their respective Units for a period of less than thirty (30) days." Exhibit "G" is deleted in its entirety.

7. Ratification/Interpretation/Defined Terms. Except as amended by this Amendment, the Master Deed is hereby ratified and affirmed in all respects. In the event of any conflict between the terms and conditions of the Master Deed and this Amendment, the terms of this Amendment shall control. It is the intent of the Association that this Amendment be considered and given full effect in any interpretation of the Master Deed, and to this end, the

Master Deed is hereby modified accordingly. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Deed.

IN WITNESS WHEREOF, this Amendment is adopted effective as of the Effective Date.

**EXHIBIT "B"**

**Legal Description**

Unit # 101, 301, 302, 303, 304, 305, 401, 402, 403, 404, 405, 501, 502, 503, 504, 505, 506, 601, 602, 603, 604, 605, 606, 701, 702, 703, 704, 705, 706, 801, 802, 803, 804, 805, 806, 901, 902, 903, 904, 905, 1001, 1002, 1003, 1004, 1005, 1101, 1102, 1103, 1104, 1105, Georgian Place Condominium Property Regime, Lincoln, Lancaster County, Nebraska, according to the Master Deed Declaration filed October 28, 1983 as Instrument No. 83-22795 in the office of the Register of Deeds of Lancaster County, Nebraska.

NO  
GEPLCO

Formerly known as:

Parcel 1, Lot A, Imhoff & Hyatt's Subdivision of Lots 1, 2 and 3, Block 42, Lincoln, Lancaster County, Nebraska; more fully described as follows:

Commencing at the Northeast corner of Lot A, Imhoff and Hyatt's Subdivision, of Lots 1, 2 and 3, Block 42, Lincoln, Lancaster County, Nebraska; thence West along the South line of the Right of Way Line of "P" Street a distance of 50.83 feet; thence South along a line intersecting the South property line of Lot A at a point 50.48 feet West of the West line of the Right of Way line of North 11<sup>th</sup> Street a distance of 108.67 feet; thence East along the South property Line of Lot A to a point of intersection with the West Right of Way Line of North 11<sup>th</sup> Street a distance of 50.48 feet; thence North along the West Right of Way Line of North 11<sup>th</sup> Street a distance of 108.67 feet to the point of beginning; containing a calculated land area of 5,504.67 square feet, more or less.

**EXHIBIT "C"**  
**Amended Exhibit "D" to the Master Deed**

**GEORGIAN PLACE SCHEDULE OF BASIC VALUES**

**Condominium Property Regime**

| UNIT # | CLASS           | VALUE              | BASIC VALUE<br>AS % OF TOTAL VALUE |
|--------|-----------------|--------------------|------------------------------------|
| 101    | B               | \$405,225          | 22.500000%                         |
| 301    | A               | \$25,748           | 1.429630%                          |
| 302    | A               | 21,605             | 1.199596%                          |
| 303    | A               | 22,165             | 1.230681%                          |
| 304    | A               | 29,163             | 1.619252%                          |
| 305    | A               | 25,300             | 1.404761%                          |
| 401    | A               | 26,084             | 1.448281%                          |
| 402    | A               | 21,717             | 1.205813%                          |
| 403    | A               | 22,221             | 1.233790%                          |
| 404    | A               | 29,331             | 1.628578%                          |
| 405    | A               | 25,468             | 1.414087%                          |
| 501    | A               | 26,251             | 1.457607%                          |
| 502    | A               | 21,885             | 1.215138%                          |
| 503    | A               | 22,332             | 1.240007%                          |
| 504    | A               | 29,499             | 1.637904%                          |
| 505    | A               | 25,636             | 1.423412%                          |
| 506    | A               | 24,852             | 1.379893%                          |
| 601    | A               | 26,419             | 1.466932%                          |
| 602    | A               | 22,053             | 1.224464%                          |
| 603    | A               | 22,500             | 1.249333%                          |
| 604    | A               | 29,667             | 1.647229%                          |
| 605    | A               | 34,705             | 1.927000%                          |
| 606    | A               | 25,076             | 1.392327%                          |
| 701    | A               | 26,643             | 1.479367%                          |
| 702    | A               | 22,277             | 1.236898%                          |
| 703    | A               | 22,724             | 1.261767%                          |
| 704    | A               | 29,835             | 1.656555%                          |
| 705    | A               | 34,873             | 1.936326%                          |
| 706    | A               | 25,300             | 1.404761%                          |
| 801    | A               | 27,091             | 1.504235%                          |
| 802    | A               | 22,556             | 1.252441%                          |
| 803    | A               | 23,004             | 1.277310%                          |
| 804    | A               | 30,003             | 1.665881%                          |
| 805    | A               | 35,209             | 1.954977%                          |
| 806    | A               | 27,091             | 1.504235%                          |
| 901    | A               | 74,841             | 4.155531%                          |
| 903    | A               | 30,170             | 1.675207%                          |
| 904    | A               | 35,545             | 1.973629%                          |
| 905    | A               | 27,595             | 1.532212%                          |
| 1001   | A               | 37,840             | 2.101080%                          |
| 1002   | A               | 37,561             | 2.085538%                          |
| 1003   | A               | 30,394             | 1.687641%                          |
| 1004   | A               | 36,049             | 2.001606%                          |
| 1005   | A               | 27,819             | 1.544647%                          |
| 1101   | A               | 38,344             | 2.129057%                          |
| 1102   | A               | 38,064             | 2.113514%                          |
| 1103   | A               | 30,730             | 1.706292%                          |
| 1104   | A               | 36,385             | 2.020257%                          |
| 1105   | A               | <u>28,155</u>      | <u>1.563298%</u>                   |
|        | TOTAL "A" VALUE | <u>\$1,395,775</u> | <u>77.5000%</u>                    |
| TOTALS |                 | \$1,801,000        | 100.0000%                          |



**EXHIBIT "D"**  
**Amended Exhibit "E" to the Master Deed**

**GEORGIAN PLACE SCHEDULE OF CLASS "A" BASIC VALUES**  
**Condomium Property Regime**

| UNIT #   | PLAN  | SALE PRICE    | NET AREA<br>SQUARE FEET | BASIC VALUE<br>% OF TOTAL "A" |
|----------|-------|---------------|-------------------------|-------------------------------|
| 301      | G     | \$45,990      | 639.84                  | 1.844684%                     |
| 302      | B     | 38,590        | 517.83                  | 1.547866%                     |
| 303      | C     | 39,590        | 534.52                  | 1.587976%                     |
| 304      | D     | 52,090        | 718.83                  | 2.089358%                     |
| 305      | H     | 45,190        | 616.96                  | 1.812596%                     |
| 401      | A     | 46,590        | 640.74                  | 1.868750%                     |
| 402      | B     | 38,790        | 517.83                  | 1.555888%                     |
| 403      | C     | 39,690        | 534.52                  | 1.591988%                     |
| 404      | D     | 52,390        | 718.83                  | 2.101391%                     |
| 405      | H     | 45,490        | 616.96                  | 1.824629%                     |
| 501      | A     | 46,890        | 640.74                  | 1.880783%                     |
| 502      | B     | 39,090        | 517.83                  | 1.567921%                     |
| 503      | C     | 39,890        | 534.52                  | 1.600010%                     |
| 504      | D     | 52,690        | 718.83                  | 2.113425%                     |
| 505      | H     | 45,790        | 616.96                  | 1.836662%                     |
| 506      | F     | 44,390        | 671.55                  | 1.780507%                     |
| 601      | A     | 47,190        | 640.74                  | 1.892817%                     |
| 602      | B     | 39,390        | 517.83                  | 1.579954%                     |
| 603      | C     | 40,190        | 534.52                  | 1.612043%                     |
| 604      | D     | 52,990        | 718.83                  | 2.125458%                     |
| 605      | E     | 61,990        | 860.96                  | 2.486453%                     |
| 606      | F     | 44,790        | 671.55                  | 1.796551%                     |
| 701      | A     | 47,590        | 640.74                  | 1.908861%                     |
| 702      | B     | 39,790        | 517.83                  | 1.595999%                     |
| 703      | C     | 40,590        | 534.52                  | 1.628087%                     |
| 704      | D     | 53,290        | 718.83                  | 2.137491%                     |
| 705      | E     | 62,290        | 860.96                  | 2.498486%                     |
| 706      | F     | 45,190        | 671.55                  | 1.812596%                     |
| 801      | A     | 48,390        | 640.74                  | 1.940949%                     |
| 802      | B     | 40,290        | 517.83                  | 1.616054%                     |
| 803      | C     | 41,090        | 534.52                  | 1.648142%                     |
| 804      | D     | 53,590        | 718.83                  | 2.149524%                     |
| 805      | E     | 62,890        | 860.96                  | 2.522552%                     |
| 806      | F     | 48,390        | 671.55                  | 1.940949%                     |
| 901      | I / J | 133,680       | 1,761.24                | 5.361977%                     |
| 903      | D     | 53,890        | 718.83                  | 2.161557%                     |
| 904      | E     | 63,490        | 860.96                  | 2.546618%                     |
| 905      | K     | 49,290        | 672.75                  | 1.977049%                     |
| 1001     | I     | 67,590        | 885.06                  | 2.711072%                     |
| 1002     | J     | 67,090        | 876.18                  | 2.691016%                     |
| 1003     | D     | 54,290        | 718.83                  | 2.177601%                     |
| 1004     | E     | 64,390        | 860.96                  | 2.582718%                     |
| 1005     | K     | 49,690        | 672.75                  | 1.993093%                     |
| 1101     | I     | 68,490        | 885.06                  | 2.747171%                     |
| 1102     | J     | 67,990        | 876.18                  | 2.727116%                     |
| 1103     | D     | 54,890        | 718.83                  | 2.201668%                     |
| 1104     | E     | 64,990        | 860.96                  | 2.606784%                     |
| 1105     | K     | <u>50,290</u> | <u>672.75</u>           | <u>2.017159%</u>              |
| 48 UNITS |       | \$2,493,110   | 33,631.92               | 100.0000%                     |