

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002 31612

2002 AUG 15 P 4:12 P

Glenn J. Lowrey
REGISTER OF DEEDS

Counter *pkk*
Verify *[Signature]*
D.E. *[Signature]*
Proof
Fee \$ 355.50
Ck *[Signature]*
108341

**DECLARATION AND MASTER DEED
OF HERITAGE CONDOMINIUM
PROPERTY REGIME AND BY-LAWS**

31612



2002-31612A

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
ARTICLE I. DEFINITIONS	2
1.1 Additional Units	2
1.2 Allocated Interests	2
1.3 Articles of Incorporation	2
1.4 Association	2
1.5 Association's Board of Directors, Board of Directors or Board	2
1.6 By-Laws	2
1.7 Common Elements	2
1.8 Common Expenses	2
1.9 Common Expense Liability	2
1.10 Condominium or Condominium Project	2
1.11 Declarant	2
1.12 Declaration	3
1.13 Development Rights	3
1.14 Dispose or Disposition	3
1.15 First Mortgage	3
1.16 Identifying Number	3
1.17 Limited Common Element	3
1.18 Managing Agent	3
1.19 Person	3
1.20 Phase I Property	3
1.21 Plan	3
1.22 Plat	3
1.23 Purchaser	4
1.24 Qualified Lender	4
1.25 Real Estate	4

2002-31612B

1.26	Residential Purposes	4
1.27	Special Declarant Rights	4
1.28	Unit	4
1.29	Unit Owner or Owner	4
ARTICLE II. CONDOMINIUM UNITS		4
2.1	The Units	4
2.2	Dimension of Units	5
2.3	Further Definition of Units	5
2.4	Alterations to Units	6
ARTICLE III. COMMON ELEMENTS		6
3.1	Common Elements	6
3.2	Undivided Interest in Common Elements	7
3.3	Allocated Share of Common Elements	7
ARTICLE IV. COVENANTS		7
4.1	No Partition of Common Elements	7
4.2	No Severance of Ownership	8
ARTICLE V. EASEMENTS AND LIMITED COMMON ELEMENTS		8
5.1	Encroachments	8
5.2	Limited Common Elements	8
5.3	Easement to All Condominium Unit Owners	9
5.4	Utility Easements	9
5.5	Easements in Gross	9
5.6	Granting of Easements	9
5.7	Easements in Units	9
5.8	Sales Office	9
5.9	Easement for Improvements	10

2002-31612C

5.10	Additional Property Easements	10
5.11	Effect of Easements	10
ARTICLE VI. RESTRICTIONS		10
6.1	Business Use	10
6.2	Pets	11
6.3	Structures	11
6.4	Separate Units	11
6.5	Architectural Changes	11
6.6	Use of Property	11
6.7	Antennas	12
6.8	Vehicles, Etc.	12
6.9	Signs	12
6.10	Planting	12
6.11	Security and Frozen Pipes	12
6.12	Unsightly Appearances	12
6.13	Acts Affecting Insurance	13
6.14	Trash Containers and Collection	13
6.15	Machinery and Equipment	13
6.16	Clothes Drying Facilities	13
6.17	Lawful Use	13
6.18	Nuisances and Offensive Activity	13
6.19	Additional Property	13
6.20	Rules and Regulations	14
6.21	Enforcement	14
6.22	Maintenance of Condominium Units and Limited Common Elements	14
ARTICLE VII. ASSOCIATION AND BY-LAWS, ASSESSMENTS		15
7.1	General Information	15
7.2	Meetings	16

2002-31612D

7.3	Directors	17
7.4	Director's Meetings	18
7.5	Powers and Duties of the Board of Directors	19
7.6	Officers	19
7.7	Assessments	20
7.8	Owner's Personal Obligation for Payment of Expenses	21
7.9	Association Lien for Non-Payment of Common Expenses	21
7.10	Ascertain Ability of Unpaid Common Expenses	22
7.11	Priorities of Association and Recreational and Maintenance Association Lien for Common Expenses	23
ARTICLE VIII. INSURANCE - DAMAGE, DESTRUCTION AND RECONSTRUCTION		23
8.1	Scope of Coverage	23
8.2	Certificate of Insurance	24
8.3	Payment of Premiums	25
8.4	Insurance Obtained by Owners	25
8.5	Payment of Insurance Proceeds	25
8.6	Use of Insurance Proceeds	25
8.7	Procedure where Insurance Proceeds are Insufficient	25
8.8	Insurance Deductibles	26
ARTICLE IX. MISCELLANEOUS PROVISIONS		26
9.1	Effective Covenants	26
9.2	Waiver	26
9.3	Savings Clause	26
ARTICLE X. AMENDMENT AND TERMINATION		26
10.1	Amendment, Modification	26
10.2	Change of Percentage Interest	26
10.3	Termination	27

2002-31612E

ARTICLE XI. DECLARANT RIGHTS 27

 11.1 Development Activities 27

 11.2 Permanent Access and Utility Easement 28

EXHIBIT "A" Legal Description

EXHIBIT "A-1" Additional Units

EXHIBIT "A-2" Final Plat Schaefer's 1 Addition

EXHIBIT "A-3" First Floor Plan

EXHIBIT "A-4" Garage Units

EXHIBIT "A-5" Side and End Elevation

EXHIBIT "A-6" Second Floor Plan

EXHIBIT "A-7" Third Floor Plan

EXHIBIT "A-8" Unit Type A-1

EXHIBIT "A-9" Unit Type A-2

EXHIBIT "A-10" Unit Type A-3

EXHIBIT "A-11" Unit Type A-4

EXHIBIT "A-12" Unit Type A-5

EXHIBIT "A-13" Unit Type A-6

EXHIBIT "A-14" Unit Type A-7

EXHIBIT "A-15" Unit Type A-8

EXHIBIT "A-16" Unit Type A-8

EXHIBIT "A-17" Unit Type A-9

EXHIBIT "A-18" Unit Type A-10

EXHIBIT "A-19" Unit Type A-11

EXHIBIT "B" By-Laws

EXHIBIT "C" Allocated Share of Common Elements

2002-31612 F

**DECLARATION AND MASTER DEED
OF HERITAGE CONDOMINIUM
PROPERTY REGIME AND BY-LAWS**

This Declaration and By-Laws made and entered into this 16th day of July, 2002, by ROTHHOUSE HOMEBUILDERS, INC., a North Dakota corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, pursuant to the terms of the Nebraska Condominium Act, (hereinafter the "Act"), ROTHHOUSE HOMEBUILDERS, INC., the sole record owner of the Property described in Exhibit "A" attached hereto and incorporated herein by this referenced (the "Property") does hereby subject the Property to the condominium form of ownership as "HERITAGE CONDOMINIUM OWNERS ASSOCIATION, INC.," as provided for in the Act and in this Declaration of Condominium and By-Laws (hereinafter the "Declaration"); and

WHEREAS, by virtue of the recording of this Declaration, the Property described in Exhibit "A" attached hereto and incorporated herein shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration and the Act and every grantee of any interest in said Property, by acceptance of a deed or other conveyance of such interest, and every Owner of any portion of the Property described in Exhibit "A", whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of the Act and this Declaration and shall be deemed to have consented to the terms hereof; and

WHEREAS, in addition to the formation of this Condominium, to be comprised of the Property aforementioned, ROTHHOUSE HOMEBUILDERS, INC. hereby further reserves unto itself and its successors and assigns acting as Declarant, Special Declarant Rights, as defined in the Act, to include by way of example and not limitation, the right to exercise Development Rights, as defined in the Act, including the right and option, but not the obligation, in its own discretion and by its own act, to add real estate to the Condominium such as to include all or any part of the additional units described in Exhibit "A-1" attached hereto and incorporated herein by this reference, the "Additional Units", all as further provided in Article X of this Declaration and pursuant to the terms of the Act. This Declaration shall not apply to or otherwise encumber any or all of the Additional Units until such time as this option and right of Declarant is exercised pursuant to the terms of this Declaration.

WHEREAS, in furtherance of the plan of condominium ownership and the purposes and intents thereof, Declarant, sole owner of the Property hereby submitted to the Act and this Declaration, together with the improvements as above referenced, hereby makes this Declaration which shall apply to, govern, control and regulate the sale, resale, or other disposition, acquisition, ownership, use and enjoyment of the Property herein described on Exhibit "A" and the improvements thereon located, and does hereby specify, agree, designate and direct that this Declaration and all of its provisions shall be and are covenants to run with the Property herein described and shall be binding on the present owner of the Property and all its successors and assigns and all subsequent owners of the Exhibit "A" property and improvements thereon, together with their grantees successors, heirs, executors, administrators, devisees and assigns; and

2002-31626

NOW, THEREFORE, Declarant, as the owner of the Property located in Sarpy County, Nebraska and as described in Exhibit "A" attached hereto, for the purposes above set forth, does hereby declare said Property and all the buildings, structures, improvements and facilities thereon to be a condominium property regime hereunder known as the Heritage Condominium Property Regime, under the Act and in furtherance thereof declares and provides:

ARTICLE I - DEFINITIONS

The following terms, as used herein or elsewhere in any of the Condominium documents relating to the Heritage Condominium, unless otherwise provided, are defined as follows:

1.1 Additional Units means approximately twenty-five (25) additional units which may be added to the Condominium in accordance with the provisions of Article XI of this Declaration and the exercise of Special Declarant Rights inclusive of Development Rights reserved by Declarant to add real estate or additional units to the Condominium. Additional Units may be referred to on the Plat/Plan or herein as the "Additional Units."

1.2 Allocated Interests means the undivided interest in the Common Elements, the Common Expense Liability, and votes in the association allocated to each Unit.

1.3 Articles of Incorporation means the Articles of Incorporation of the Association as the same now exist or may be hereafter amended.

1.4 Association means Heritage Condominium Association, Inc.

1.5 Association's Board of Directors, Board of Directors or Board means the Board of Directors of the Association, the members of which shall be elected from time to time as provided in this Declaration and By-Laws and the Articles of Incorporation and shall be elected pursuant to the terms of the Act. The Board of Directors shall be the governing body of the Association and may sometimes herein be referred to as the Board or the Executive Board.

1.6 By-Laws means the By-Laws of the Association as set forth in this Declaration and By-Laws attached hereto as Exhibit "B."

1.7 Common Elements means all portions of a Condominium other than the Units.

1.8 Common Expenses means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

1.9 Common Expense Liability means the liability for Common Expenses allocated to each Unit pursuant to the terms of this Declaration and the Act.

1.10 Condominium or Condominium Project means the Real Estate described in Exhibit "A" attached hereto and incorporated herein by this reference, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions.

1.11 Declarant means ROTHHOUSE HOME BUILDERS, INC. and its successors and assigns in interest who succeed to any Special Declarant Rights inclusive of the Developments Rights to add Real Estate to the Condominium.

2002-31612H

1.12 Declaration means this Declaration of Condominium and By-Laws for Heritage Condominium Property Regime, as such may be amended from time to time.

1.13 Development Rights means any right, or combination of rights, reserved by the Declarant in this Declaration to add Real Estate to the Condominium, to create Units, Common Elements or Limited Common Elements within the Condominium, to subdivide Units or convert units into Common Elements; or to withdraw Real Estate from the Condominium Regime, including the rights reserved to Declarant as set forth in Article XI, below.

1.14 Dispose or Disposition means a voluntary transfer to a Purchaser of any legal or equitable interest in a Unit, but does not include the transfer or release of a security interest.

1.15 First Mortgage means any first priority deed of trust, mortgage, deed to secure debt, or other instrument conveying a lien upon or security title to a Unit. Mortgagee shall be the holder, beneficiary or grantee of any such First Mortgage.

1.16 Identifying Number means a symbol or address which identifies only one Unit in the Condominium Project.

1.17 Limited Common Element means a portion of the Common Elements allocated by the Declaration or by the Act for the exclusive use of one or more but fewer than all of the Units.

1.18 Managing Agent means the Person, company, or other legal entity who undertakes the duties, responsibilities and obligations of the management of the Association and the Condominium, which Managing Agent may be employed or terminated by a vote of the Board of Directors, subject to any outstanding contract as might exist.

1.19 Person means a natural person, corporation, partnership, limited liability company, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity; provided, however, that for a land trust, "Person" means the beneficiary of the trust rather than the trust of the trustee.

1.20 Phase I Property means the initial twenty (20) units described on Exhibits "A-1" through "A-16" attached hereto, together with all improvements thereon which property and improvements are submitted to the Act by this Declaration. The Phase I Property is sometimes referred to as the "Property" which term expressly excludes the Additional Units until and in the event such Additional Units or portions thereof are submitted to this Declaration in accordance with the terms hereof, at which time those portions of the Additional Units submitted thereto shall be deemed to be a part of the "Property".

1.21 Plan means a drawing prepared by a registered architect or engineer which contains the information required by the provisions of the Act.

1.22 Plat means a drawing prepared by a registered land surveyor or engineer which contains the information required by the provisions of the Act.

2002-3142-I

1.23 Purchaser means any Person other than a Declarant or a Person in the business of selling Real Estate for his own account, who by a voluntary transfer acquires a legal or equitable interest in a Unit, other than (a) a leasehold interest, including renewal options of less than twenty (20) years, or (b) as security for an obligation.

1.24 Qualified Lender means any bank, insurance company or other financial institution qualified to do business in the State of Nebraska, Declarant, its successors, assigns, affiliates or subsidiaries, or any other lender approved by the Association.

1.25 Real Estate means any leasehold or other estate or interest in, over, or under land including structures, fixtures, and other improvements and interest which by custom, usage, or law pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. "Real Estate" includes parcels with or without upper or lower boundaries, and spaces which may be filled with air or water and specifically includes the Phase I Property and any Additional Units.

1.26 Residential Purposes means use for dwelling or recreational purposes, or both.

1.27 Special Declarant Rights means rights reserved for the benefit of the Declarant to complete improvements indicated on Plats and Plans filed with the Declaration; to exercise any Development Rights; to maintain sales offices, management offices, advertising signs for the Condominium Project, and models; to use easements through the Common Elements for the purpose of making improvements within the Condominium Project or within Real Estate; or to appoint or remove any officer of the Association, or any member of the Board of Directors during any period of Declarant control.

1.28 Unit means a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described pursuant to the Act.

1.29 Unit Owner or Owner means the Declarant or other Person who owns a Unit, but does not include a Person having an interest in a Unit solely as security for an obligation.

ARTICLE II - CONDOMINIUM UNITS

2.1 The Units. All Condominium Units designated as Phase I Property shall be legally described as shown on the Plat/Plan attached hereto as Exhibits "A-1" through "A-19". The Phase I Property consists of twenty (20) Units located on the Property. Each Unit consists of the dwelling together with its Allocated Interests. The Units are further identified on the Plats and Plans recorded pursuant to the terms of this Declaration and the Act. Each Unit's appurtenant percentage of undivided interest in the Common Elements shall be allocated as set forth in Exhibit "C" attached hereto and incorporated herein by this reference. The calculation of this allocation, shall be originally calculated by the Declarant and thereafter by the Association; provided, however, the Declarant shall calculate any reallocation of the percentage interests upon the creation of any Additional Units. This fee shall be based on the operation and maintenance costs for these Common Elements and the amount of the assessment will change on a yearly basis according to these costs. Each Unit may be described by its Identifying Number or symbol as shown on the Plat and as set forth on this Declaration and shall be deemed good and sufficient for all purposes and shall be deemed to

2002-31612J

convey, transfer, encumber or otherwise affect the Unit Owner's corresponding Allocated Interests even though the same is not expressly mentioned or described therein. Ownership of each Unit and the Unit Owner's corresponding share in the Common Elements shall not be separated, nor shall any Unit, by deed, Plat, court decree or otherwise, be subdivided or in any other manner separated into tracts or parcels or lots smaller than the whole Unit as shown on the said Plat and Plan.

2.2 Dimension of Units. The Units and their dimensions are depicted on the Plats and Plans referred to hereinabove which Plats and Plans are incorporated herein by this reference. Except as otherwise provided herein, and as otherwise set forth in Article III, which describes the Common Elements, each Unit includes that part of the structure which lies within the following boundaries:

a) Horizontal (Upper and Lower): The Units are anticipated to include Units stacked one on top of the other. Some or all of the Units may be so constructed. The upper horizontal boundary of each of the uppermost Units shall be in the horizontal plane of the lowermost unfinished surface of the roof, such that the roof, and all of its support systems, shall not be deemed to be included within the boundaries of the Unit. The lower horizontal boundary of each such uppermost Unit is the horizontal plane of the upper surface of the sub-floor of such Unit, such that the sub-floor and framing thereunder shall not be a part of the Unit. The upper horizontal boundary of any Unit which has a Unit above it and a Unit below it is the horizontal plane or planes coinciding with the ceiling thereof. The lower horizontal boundary of each such Unit is the horizontal plane of the upper surface of the sub-floor of such Unit, such that the sub-floor and framing thereunder shall not be a part of such Unit. The upper horizontal boundary of each lower most Unit (being a Unit existing below an uppermost Unit where one Unit is stacked on top of the other or a Unit below a middle Unit where three (3) Units are stacked such that one is on top of the other) is the horizontal plane or planes coinciding with the ceiling thereof. The lower horizontal boundary of each such lower Unit is the horizontal plane of the uppermost unfinished surface of the concrete sub-floor (the floor slab) of such Unit.

b) Vertical (Perimetrical): The vertical boundary (perimetric) of each Unit is the unfinished exterior perimeter wall surfaces of all such walls; provided that where there are windows or doors, the boundary is the exterior surface or such doors and windows when enclosed, and where any such boundary separates one Unit from another Unit, the vertical boundary (perimetric) between such shall be the center line of the walls separating such Units.

c) The horizontal and vertical boundaries above identified shall be extended to their intersections with each other.

2.3 Further Definition of Units. The Units shall also include the garage that corresponds to the particular Unit as shown on Exhibit "A-4". Condominium Units shall not be deemed to own the surfaces of the exterior perimeter walls, floors and ceilings surrounding each Owner's respective Condominium Unit nor the exterior surface of exterior doors of said Unit, nor any walk, path or lawn, or exterior or air conditioning system attached or immediately adjacent to such Condominium Unit, nor shall any such Person or Persons owning any Condominium Unit be deemed to own

2002-31612K

the pipes, wires, conduits or other utility lines in any Condominium Unit which are utilized for or serve more than one Condominium Unit, except as tenants in common in the Common Elements as is provided in this Declaration. Said Owner, however, shall be deemed to own the walls and partitions which are contained wholly within said owner's respective Condominium Unit, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, ceilings and exterior doors, including the plaster, paint, wallpaper and other materials, thereon or thereto attached, and the mechanical, electrical and chemical apparatus and equipment and connecting conduits of any exterior portion of the air conditioning system which serves only that particular Unit.

2.4 Alterations to Units. Subject to the terms of this Declaration, and in specific this paragraph, any Unit Owner may make any improvements or alteration within his/her Unit that does not materially impair the structural integrity of any structure or otherwise materially lessen the support of any portion of the Condominium; provided that prior to connecting any alteration with a Unit, the Owner of that Unit shall submit Plans for any such change or alteration to the Board and the Owner shall be required to submit as part of the notice of alteration, a written statement from a competent architectural authority, that the structural integrity will not be materially impaired, nor will the structural support be lessened. The extent of any change made by any Owner within his/her Unit, such Owner shall be strictly liable for any impairment of the structural integrity of any structure, or the lessening of support of any portion of the condominium and, furthermore, shall be strictly liable for any damages to person, property, or otherwise, occasioned by the conduct of such Owner, or their successors or assigns in interest, making such change. Despite the foregoing, no Unit Owner shall do anything which would change the exterior appearance of his/her Unit or any other portion of the Condominium except to such extent and subject to such conditions as provided in this Declaration and By-Laws. Despite anything else contained herein to the contrary, or despite any other authorities granted to Owners, no change in any Unit shall materially weaken, damage, destroy, endanger or remove any bearing wall or bearing column, or any other portion of the Common Elements, other than as may be expressly authorized by the terms of the Act.

ARTICLE III - COMMON ELEMENTS

3.1 Common Elements The Common Elements of the Condominium are as follows:

a) The Real Estate upon which the structures containing the Condominium Units are located, and such structures themselves, including the foundations, exterior walls, roofs, gutters, downspouts, exterior doors, porches, patios, chutes, flues, ducts, wires, conduits, bearing walls, bearing columns, or any other fixtures which lie partially within and partially without the designated boundaries of a Unit and which serve more than one Unit.

b) Each and every service, recreational, community or commercial area and facility now or hereafter erected, constructed or installed on or in the Property, including without limiting the generality of the foregoing, and parking areas, storage tanks, trees, pavements, walks, paths, lawns, sidewalks, storm and water systems, sewage lines, and all utility installations, any laundry facilities, and pipes, wire and conduits and connections for

2002-31612 L

television, electricity, light, water and plumbing and other utilities, except those as are exclusively within or for the benefit of a particular Condominium Unit and not used to service any Unit other than that particular Condominium Unit.

c) All other appurtenances not herein specifically designated which are not enclosed within the boundaries of a Condominium Unit as is hereinabove delineated in Article II of this Declaration.

3.2 Undivided Interest in Common Elements. The owner of each Unit shall own an undivided interest in the Common Elements as a tenant (or tenants) in common with all the other owners of the Property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for the purposes incidental to the use and occupancy of said Unit as a place of residence, and such other incidental use as permitted by this Declaration, which right shall be appurtenant to and run with such Person's or Persons' Unit. The extent and amount of percentage of such ownership shall be expressed by a percentage amount, the particular percentage amount, also sometimes referred to herein as "share", appertaining to each Unit being set forth in Exhibit "C" attached hereto and made a part hereof. The percentage interest appurtenant to the Unit may change in the event any or all of the Additional Units are added to the Condominium as authorized by the terms of this Declaration. The reallocation of the percentage interests to reflect the Additional Units shall be applied in a manner that is consistent with the methodology set forth in Exhibit "C".

3.3 Allocated Share of Common Elements. The percentage interest or share allocated to each Unit shall be determined as set forth in Article II, above. In the event any portion of the Additional Units is added to the Condominium, then the percentage interest or share so allocated, being the Unit's undivided interest in the Common Elements appertaining to such Unit, shall be allocated and reallocated, respectively, in the same manner as the allocation of undivided interests was done for Units previously existing in the Condominium, to wit, each Unit in the Condominium shall be allocated a percentage interest, being an undivided interest in the Common Elements, determined by the method set forth in Article II hereinabove. Common Elements shall be deemed to include both General and Limited Common Elements, unless otherwise herein expressed. Each Owner, by acceptance of the deed to a Unit, expressly agrees to the allocation and reallocation of the percentage interest set forth hereinabove or by exercise of any other Special Declaration Right. Allocations and reallocations of the percentage interest may be subject to minor variations attributable to rounding off. The respective percentage interest shall be computed to five significant figures so the sum of the percentage interests of all Units equals one hundred (100%) percent.

ARTICLE IV - COVENANTS

4.1 No Partition of Common Elements. As long as the Property is subject to the provisions of the Act, the Common Elements shall remain undivided, and no Unit Owner or Owners shall bring any action for participation or division of the Common Elements; and any agreement to the contrary shall be null and void. Provided, however, nothing herein contained shall prevent partition of a Condominium Unit as between any Persons who are Co-Owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind.

2002-31612 M

4.2 No Severance of Ownership. No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his or her corresponding Allocated Interests, including his or her share 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 V - EASEMENTS AND LIMITED COMMON ELEMENTS

5.1 Encroachments. In the event that, by reason of construction, settlement or shifting of any building or structure, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Condominium Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or if by reason of the design or construction of any Condominium Unit it shall be necessary to a Unit Owner to use or occupy, for normal uses and purposes, any portion of the Common Elements, consisting of an unoccupied space within the Property and adjoining his or her Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Condominium Unit and the Common Elements, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for an encroachment be created in favor of any Condominium Owner or in favor of the Owners of the Common Elements if such encroachment occurred before of the willful conduct of said Condominium Unit Owner or the Owners of the Common Elements, as the case may be. In the event any structure is partially or totally destroyed and then rebuilt, minor encroachments of part of the Common Elements because of construction shall be permitted and valid easements for said encroachment and the maintenance thereof shall exist.

5.2 Limited Common Elements. Limited Common Elements shall be as provided in the Act, which Limited Common Elements are assigned and allocated exclusively to the Units so served. By way of example and not limitation, any terrace, stoop, porch, balcony, or patio shall be deemed a Limited Common Element allocated exclusively to the Unit so served. Notwithstanding the foregoing, no Unit Owner shall light, decorate, landscape or adorn any such Limited Common Area in any manner contrary to such rules and regulations as may from time to time be established by the Association. In addition to the foregoing, the Association shall be expressly empowered and authorized to allocate parking as shown on the Plats and Plans exclusively to a Unit, which if allocated, shall be deemed to be Limited Common Elements appurtenant to such Unit. Allocation of such Limited Common Elements shall be done by establishing on the Plat or amendment thereto adopted by the Association, the Units identifying number as respects any such assigned or allocated parking space. In furtherance of the foregoing, a valid exclusive easement is hereby declared and established for the benefit of each Unit Owner consisting of the exclusive right to use and enjoy the Limited Common Elements hereby established, including the parking as may be shown on the Plats and Plans.

2002-31612N

5.3 Easement to All Condominium Unit Owners. Except as to the use of the Limited Common Elements, perpetual easements are established for all Condominium Unit Owners, their families, guests, invitees and servants for the use and enjoyment of all Common Elements, subject to such rules and regulations as may from time to time be established by the Association herein provided.

5.4 Utility Easements. Easements as shown on the Plat and Plan or as may be hereafter established by the Association are established and dedicated for sewers, electricity, television, water, telephone and all other utility purposes, including the right to install, lay, maintain, clean, repair and replace water mains and pipes, sewer lines, drainage pipes and conduits, television wire and equipment, telephone wire and equipment, and electrical wires and conduits, over, under, along and across any portion of the Common Elements.

5.5 Easements in Gross. The Property shall be subject to a perpetual easement in gross to the Association provided herein, its successors and assigns, for ingress and egress, to perform its obligations and duties as required by this Declaration. Should it be necessary to enter any Condominium Unit to repair a Common Element, the employees, agents, contractors, subcontractors, or workmen shall be entitled to entrance by exhibiting to the Condominium Owner or any Person or Persons occupying such Unit under authority of such Condominium Unit Owner, an order signed by any member of the Board of Directors or signed by the Managing Agent.

5.6 Granting of Easements. The Association, acting through the Board of Directors, shall have the power to grant rights and restrictions, in the Common Elements, such as the rights to grant utility easements, licenses, or similar rights, including easements for cable television, under, through or over Common Elements as may be reasonably necessary to or desirable for the ongoing development or operation of the Condominium.

5.7 Easements in Units. To the extent that any utility line, pipe, wire or conduit serving any Unit shall be wholly or partially within the boundaries of another Unit, such other Units shall be burdened with and there hereby is reserved and created an easement for the use, maintenance, repair and replacement of such utility line, pipe, wire or conduit, such easement to run to the benefit of the Unit or Units served by the same.

5.8 Sales Office. The Declarant, its duly authorized agents, representative and employees shall have an easement for the maintenance of a sales offices and/or model Units on the Property so long as Declarant owns or occupies any Condominium Unit primarily for the purpose of sale. Such sales offices and/or model Units may be maintained in such number and size as determined by the Declarant and may be located and relocated in Units and/or in any improvements on the Common Elements. By execution hereof, the Declarant does hereby specifically reserve an easement for the use of the Common Elements as may be located within the Property as a sales and marketing office of the Declarant during the development of the Property, and for one (1) year after the last Condominium Unit located on the Property is sold, which easement shall be for exclusive use of the Common Elements unto the Declarant, to the exclusion of use of such Common Elements by any Owner. Exercise of the rights of such easement shall be by Declarant and its designates.

2002-316120

5.9 Easement for Improvements. Declarant shall have and does hereby reserve a transferable easement on and over the Common Elements for the purpose of making improvements contemplated by this Declaration on the Property, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

5.10 Additional Units Easements. The Declarant, on behalf of itself and its transferees as selected by Declarant (such transferees expressly being authorized to exist simultaneously while Declarant retains these rights) and its successors and assigns in interest to the Additional Units for the benefit of such Additional Units, reserves:

a) a non-exclusive easement for ingress, egress, access, use, enjoyment and travel for itself and its agents, licensees, invitees, and agents across, over, in, on and upon all the Common Elements of the Condominium, including but not limited to the streets, roads, sidewalks, open areas, recreational facilities and entranceways of the Condominium; and

b) an easement for the repair, maintenance, use enjoyment and attachment to all sewer, water, gas, electric, telephone, and other utility lines, pipes, and apparatus now or hereafter located in, on, under or through the Property, except as located within Unit boundaries.

The easements reserved in this Section 5.10 shall be for the benefit of the Declarant and its successors and assigns in interest and the respective transferees, licensees, guests, invitees, patrons and agents including but not limited to Declarant and its successors in interest to the Additional Units.

5.11 Effect of Easements. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on the Declarant, its successors and assigns, and any Condominium Unit Owner, Purchaser, mortgagee, or other Person having an interest in any portion of the Property herein described, whether or not such easements are maintained or described in any deed of conveyance.

ARTICLE VI - RESTRICTIONS

In addition to all restrictions now existing against said Property and all improvements now or hereafter constructed thereon, the use of Condominium Units and Common Elements (including Limited Common Elements) is hereby expressly restricted as follows:

6.1 Business Use. Other than as carried on by the Declarant or his assigns, agents or successors, in respect to the sale, marketing, construction and improvement of the Condominium Units or any other commercial activity on the Property, no business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Property, or, without the prior written authorization of the Association, shall any "For Sale" or "For Rent" signs be displayed by any Person, firm or corporation, bank, savings and loan association, lending institution, or insurance company who as holder of a deed of trust against any Condominium Unit acquired ownership thereof through foreclosure (or by deed in lieu of foreclosure), or the agent of any of them. Nothing in this Section 6.1 is intended to restrict the right of any Condominium Unit Owner to rent or lease the Condominium Unit from time to time or to engage any Person, firm or corporation, to rent or lease said Unit and provide maid and janitorial services therefor, nor shall any provision hereof be deemed to prohibit an Owner from keeping his personal business or

2002-316/2p

professional records or accounts therein, or handling his personal business calls or correspondence therefrom, but all the express restrictions herein contained about use of displays and signs shall nonetheless be and remain in full force and effect and prohibits such activity concerning any rental or lease or attempts to rent or lease.

In accordance with the foregoing, the Units at the Condominium shall be and are restricted exclusively to residential use and no trade or business of any kind other than as set forth hereinabove may be conducted in or from a Unit or any part of the Condominium either as a primary or accessory use of either of the Unit or any portion of the Condominium.

6.2 Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of the Property, except that dogs, cats or other usual household pets may be kept by the respective owners in their respective Units, provided that they are not kept, bred, or maintained for any commercial purpose and do not endanger the health or unreasonably disturb the Owner of any Units or any resident thereof. The Board of Directors shall make reasonable rules and regulations for the accommodation of pets.

6.3 Structures. No structures of a temporary character such as a trailer, tent, shack, carport, garage, barn, basement of any incomplete improvements, or other outbuilding, structure or facility shall be used as a residence or sleeping quarters on any portion of the Property as may be subjected hereto at any time, either temporarily or permanently. Temporary buildings or structures used during the construction of buildings or structures approved by the Association or the Declarant shall be permitted but must be removed promptly upon completion of the construction of the Condominium Project.

6.4 Separate Units. Each Condominium Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof and of the Act.

6.5 Architectural Changes. No architectural changes or modifications to the Limited Common Elements shall be permitted without prior written approval by the Architectural Committee until all necessary information with respect thereto.

The Architectural Committee shall consist of three (3) members selected by Declarant. The Architectural Committee shall be in existence until the first to occur of (i) the date ten (10) years after the recordation of this Declaration in the Office of the Recorder of Deeds in Sarpy County, Nebraska or (ii) Declarant has sold all Condominium Units in the Development. From and after the first to occur of the date determined as set forth in the preceding sentence, the duties, responsibilities, powers and authority of the Architectural Committee shall transfer to the Association.

6.6 Use of Property. Except for the right of ingress and egress, the Owners of Units are hereby prohibited and restricted from using any of said property outside of their respective Units, except as may be allowed by the Association's Board of Directors or as expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners in the development and is necessary for the protection of said Owners.

2002-31612 Q

6.7 Antennas. No television antenna or radio receiver, satellite dish, or other similar device shall be attached to or installed on any portion of the Property, unless contained entirely within the interior of a Unit or other structure, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Unit, which may unreasonably interfere with the reception of television or radio signals within the Condominium; provided, however, that Declarant and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Condominium.

6.8 Vehicles, Etc. Except with special advance authorization by the Board, no vehicles shall be parked on the Common Elements other than in authorized parking areas, and no vehicle repairs, other than emergency repairs or repairs of a minimal nature needed to be performed to move a vehicle off the property shall be allowed on the Condominium property. No vehicles shall be parked or stored on blocks or other such devices on the Common Elements or other portion of the Condominium property. No vehicles shall be parked so as to obstruct the fire lanes or roadways as may exist within the Condominium. The Association is expressly authorized to tow away, at an offending owner's expense, any vehicle referred to in this Section which is in violation hereof or which is placed on the Condominium Property in violation of the rules and regulations governing parking as may be adopted by the Board of Directors. No boats, boat trailers, campers, canoes, recreational vehicles, vehicles used primarily for recreational purposes, vehicles primarily used for commercial purposes, or vehicles with commercial writings on their exterior shall be stored, allowed to remain, or parked on the Condominium subject to the Declaration, except in an area, if any, designated by the Board of Directors or except as otherwise permitted by the Association's Board of Directors or Declarant.

6.9 Signs. Except as placed or erected by Declarant or his assigns, agents or successors, no sign, billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on the Property subject to this Declaration, nor shall such Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Unit or resident thereof.

6.10 Planting. No planting or gardening shall be done or maintained upon the property subjected hereto, except such as has been approved by the Association's Board of Directors.

6.11 Security and Frozen Pipes. Should a Condominium Unit become vacant, the Owner is responsible for securing the Unit while it is unoccupied, including engaging all locks, providing security lighting, and heating the interior sufficient to keep pipes from freezing. Insurance claims for frozen pipe damage in unheated Unit may be offset by a special assessment against the Unit Owner in an amount equal to the damage claim.

6.12 Unsightly Appearances. No offensive or unsightly appearance shall be maintained or allowed to exist on those portions of Unit visible from the exterior of the Condominium. All equipment, garbage cans, and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Units and streets, unless otherwise authorized by the Association's Board of Directors; provided, however, exterior personal patio furnishings, such as chairs, grills and swings, located within a Unit's balcony, patio, porch, terrace, or deck shall be permissible, subject to the rules and regulations of the Association. Provided further, however, that nothing which in

2002-31612R

the opinion of the Association's Board of Directors jeopardizes the structural integrity of any deck, etc. or which presents risk of damage to adjacent property shall be permitted

6.13 Acts Affecting Insurance. An Owner shall not permit or suffer anything done or kept in his or her Unit which will increase the rate of insurance acquired by the Association or which will otherwise obstruct or interfere with the rights of other owners.

6.14 Trash Containers and Collection. No garbage or trash shall be placed or kept on the Condominium except in covered containers of a type, size and style which are approved by the Association. The Association shall have the right to subscribe to a trash service for the use and benefit of the Association and all owners; and to adopt and promulgate rules and regulations regarding garbage, trash, trash containers and collection. The Association shall have the right to require all owners to place trash and garbage in containers located in areas designated by the Association. No incinerators shall be kept or maintained in the Unit. All rubbish, trash, and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. If trash dumpsters are used to facilitate trash, rubbish and garbage removal, all such trash, rubbish and garbage shall be placed therein for removal from the Property.

6.15 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon the Condominium except such machinery or equipment as is usual and customary in connection with the Declarant's sales, marketing, maintenance or construction of buildings, improvements or structures which are within the permitted uses of such Property, and except that which Declarant or the Association may require or permit for the operation and maintenance of the Common Elements and Units.

6.16 Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on the Condominium.

6.17 Lawful Use. No improper, offensive, or unlawful use shall be made on any part of the Condominium. All valid laws, zoning ordinances, and regulations of all government bodies having jurisdiction over the Condominium shall be observed. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Declaration.

6.18 Nuisances and Offensive Activity. No nuisance shall be permitted to exist or operate upon the Condominium and no activity shall be conducted upon the Condominium which is offensive or detrimental to any portion of the Condominium or any Owner or Occupants of the Condominium. No exterior speakers, horns, whistles, bells or other sound devices except security or other emergency devices used exclusively for security or emergency purposes shall be located, used or placed on the Condominium.

6.19 Additional Units. The Association shall have no right to regulate the Additional Units, or any portion thereof, or use of the Additional Units, or any portion thereof, or any easements reserved for use thereof except to the extent of the portion, if any, of the Additional Units as might be subject to the terms of this Declaration by exercise of the option reserved in this Declaration as a Special Declarant Right.

2002-316/25

6.20 Rules and Regulations. In addition to the restrictions above, the Association shall have the right to make and to enforce reasonable rules and regulations governing the use of the Units and the Common Elements.

6.21 Enforcement. This Declaration, including all restrictions set forth herein, and rules and regulations may be enforced by the imposition of reasonable monetary fines as provided in the Act and suspension of use and voting privileges. These powers, however, shall not be construed as limiting any other legal means of enforcing the use restrictions or rules and regulations of the Association. Any fines so imposed shall be considered an assessment against the Unit and may be collected in the manner provided for collection of other assessments.

6.22 Maintenance of Condominium Units and Limited Common Elements.

a) By the Owner. Except as provided in subsection b) of this Section, each Owner shall have the obligation to maintain, keep attractive, keep in good repair, and replace (subject to applicable and available insurance proceeds) all portions of the Unit. Any maintenance, repair, replacement or upkeep required to be performed by an Owner hereunder shall be in conformance with the architectural standards of the Association and as set forth by the Association's Board of Directors.

In explanation of the foregoing and not to be construed as a limitation, each owner shall maintain, repair, and keep in good condition (subject to the Association's obligations hereinafter set forth), all pipe, lines, ducts conduits, or other apparatus serving only that Owner's Unit, including any and all gas, electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving such Unit and only such Unit.

b) By the Association. The Association shall maintain, keep in good repair and upkeep, and replace (subject to available insurance proceeds), as a Common Expense assessed in accordance with this Declaration, all of the Condominium property not required to be maintained and kept in good order by an Owner and as otherwise set forth in this paragraph. The Association shall, by way of explanation and not limitation, be responsible to maintain, keep attractive, keep in good repair and replace all Common Elements and Limited Common Elements appurtenant to the Unit (except, however, that the Owner shall maintain such Limited Common Element terrace, porch, balcony, patio as might be assigned as Limited Common Element to his or her Unit). The Association shall be responsible for painting and staining all Common Elements, including the painting and staining of any patio or deck fencing or support structures thereof. The Association shall, also, be responsible for the repair, upkeep and maintenance of all roofs as Limited Common Elements serving any Units and the Association shall be responsible for the maintenance, repair and upkeep of any foundations in respect to improvements containing Units or otherwise. In the event the need for maintenance, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, then, the Association shall give the Owner written notice of the repair, replacement or maintenance work needed and an estimated cost to accomplish such repair, replacement or maintenance work. The Owner shall have fifteen (15) days within which to pay the Association such estimated costs, and in the event of a failure to pay, such costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Unit.

2002-31612T

Despite any provision herein contained to the contrary, the Association shall not be liable for injury or damage to any Person or property (i) caused by the elements or by any Unit Owner or by any other Person, (ii) resulting from any rain, water, snow or ice which may leak or flow from any portion of the Common Elements or (iii) caused by any pipe, plumbing, drain, conduit, appliance, equipment or utility lines or facilities, the responsibility for the maintenance of which belongs to the Association, coming out of repair or otherwise leaking.

In addition, The Association shall be responsible for the maintenance of sewer lines within the Units as extended from each Unit to the main sewer line as exists on the Condominium Property.

c) Failure to Maintain. If the Board of Directors of the Association determines that any Owner has failed or refused to discharge property his or her obligations with regard to the maintenance, repair, upkeep or replacement of items for which he or she is responsible hereunder, including a failure to maintain, repair or replace a condition which may increase the possibility of fire or other loss or damage to the Condominium, the Association, except in an emergency situation in which case the Association may immediately proceed without notice, shall give the owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement and the costs thereof and shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The Owner shall have fifteen (15) calendar days within which to pay the costs thereof to the Association in the event the repair is to the Common Elements and in the event the repair is to the Unit, shall have fifteen (15) calendar days within which to complete said maintenance, repair or replacement or if such maintenance, repair or replacement is not capable of completion within said fifteen (15) calendar days period, to commence said maintenance, repair or replacement within said fifteen (15) calendar days, if an owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement at the Owner's sole cost and expenses; said costs shall be added to and become a part of the assessment to which such owner is subject and shall become a lien against the Unit.

ARTICLE VII - ASSOCIATION AND BY-LAWS, ASSESSMENTS

7.1 General Information. The Association will administer the Condominium pursuant to the terms and conditions set forth in the Declaration. The fiscal year of the Association shall be the calendar year. The Office of the Association shall be located at such location as the Board of Directors or the managing Agent shall designate from time to time.

a) All Unit Owners, by virtue of their ownership of a Unit in the Condominium, are automatically mandatory Members of the Association and shall be entitled to vote on all matters upon which Members of the Association are entitled to vote, pursuant to the Declaration and in accordance with the By-Laws. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Subject to the provisions of the Condominium Documents, each Owner shall be entitled to one (1) vote for each Unit in which the interest required for membership is held, and each Unit is allocated a vote equal in weight to each other Unit. Provided however, if a Unit Owner shall have in the sole opinion of the Board, an unresolved

2002-316124

financial delinquency with respect to the Association, such Owner's vote shall not be eligible and shall not be entitled to be cast or counted.

b) The initial Board of Directors of the Association and all officers of the Association shall be appointed by the Declarant. Not later than sixty (60) days after the conveyance of seventy-five percent (75%) of the Units which may be created to Unit Owners other than the Declarant, a majority of the members of the Board of Directors shall be elected by Unit Owners other than the Declarant. The Declarant's reserved right to appoint members of the Board of Directors and officers of the Association shall terminate no later than the earlier of: (a) sixty (60) days after conveyance of ninety percent (90%) of the Units which may be created to Unit Owners other than the Declarant; or (b) two (2) years after the Declarant has ceased to offer Units for sale in the ordinary course of business. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the foregoing. In that event, the Declarant may require, for the duration of the period of Declarant control, that the actions of the Associations or Board of Directors, as might be described in a recorded instrument executed by Declarant, be approved by the Declarant before they become effective.

7.2 Meetings.

a) The annual meeting of the Association shall be held at the office of the Association during the month of January on the second Tuesday in each year, commencing at 7:00 p.m., or such other time or place as may be designated by the Association's Board of Directors. Each annual meeting shall be for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members. If the date set for the annual meeting of the Membership is a legal holiday, the meeting will be held at the same hour on the first day following such legal holiday.

b) Special meetings shall be held whenever called by the President or Vice-President or by a majority of the Association's Board of Directors, and must be called by such officers upon receipt of a written request from Members entitled to cast one-third (1/3) of the votes of the entire membership.

c) Notice of all meetings, stating the time, date, place and purpose for which the meeting is called, shall be given by the President or Vice-President or Secretary, unless waived in writing. Such notice shall be in writing to each Member at the last known address shown on the records of the Association and shall be mailed at least ten (10) days but no more than sixty (60) days prior to the date of the meeting. Proof of such mailings shall be made by affidavit, duly executed by the Person giving the notice. Notice of meeting may be waived before or after any such meeting.

d) A Quorum at any meeting shall consist of a majority of those Persons entitled to cast all votes of the Association. If any meeting of the Members cannot be organized because a quorum has not attended, the Members present either in Person or by Proxy, may adjourn the meeting for at least ten (10) days, and adequate notice of the new date shall be given as described in paragraph c) of this Section.

2002-31612 ✓

e) Unless specifically required by the Declaration, each Member shall be entitled to cast one vote for each Unit owned by that Member. If a Unit is owned by one person, his/her right to vote shall be established by the record title to the Unit. If a Unit is owned by more than one Person, or if a Unit is owned by a corporation, partnership, trust or any other organization, the vote for such Unit shall be exercised as such multiple Owners or representative thereof, between or among themselves, determine; provided, in no event shall more than one (1) vote be cast with respect to any Unit. In the event of disagreement among such multiple Persons or representative of such corporation, partnership, trust or any other organization and an attempt by two (2) or more of them to cast such vote or votes, such Persons shall not be recognized, and such vote or votes shall not be counted. No Owner shall be eligible to vote, either in person or by proxy, if that Owner is shown in the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association or is under suspension for the infraction of any provision of the Declaration or any rule or other provision of the Condominium Documents.

f) Votes may be cast in Person or by proxy. A proxy terminates one (1) year after its date, unless it specifies a shorter term period.

7.3 Directors. The business of the Association shall be managed by a Board of Directors of at least three (3) directors no more than nine (9) directors, who shall serve without compensation. However, any Director may be reimbursed for his/her actual expense incurred in the performance of his/her duties as a Director.

a) Each Director shall be a Member of the Association (or if a Member is a corporation, partnership or trust, a Director may be an employee, officer, partner, beneficiary or trustee of such Member of the Association). If a Director shall cease to meet such qualifications during their term, he/she will thereupon cease to be a Director, and their place on the Board shall be deemed vacant. The requirements of this Section shall not apply to Directors appointed by the Declarant.

b) Election of Directors shall be conducted at the annual meeting. Not less than thirty (30) days prior to each annual meeting, the Board of Directors shall appoint a Nominating Committee consisting of three (3) Members. The Nominating Committee shall nominate one (1) person for each director whose term of office is expiring. Additional nominations may be made from the floor. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of votes cast. Each person entitled to vote may cast their vote for each of an many nominees as there are vacancies to be filled. There shall be no cumulative voting.

c) Other than Directors appointed by Declarant, the Directors shall be elected as provided in this Declaration. Until termination of the Declarant's right to appoint officers and Directors, the term of each Director not appointed by the Declarant shall be one (1) year. Thereafter, Directors not appointed by the Declarant shall be elected for terms staggered on a one (1), two (2) and three (3) year basis. One (1) Director shall be elected for one (1) year, one (1) Director shall be elected for two(2) years and one (1) Director shall be elected for three (3) years. After the initial term of each such Director, all Directors shall be elected for three (3) year terms. In the event that there are more than three (3) Directors, each additional Director shall be for three (3) year terms. The initial term of each

2002-31612W

Director above three (3) Directors, shall initially be determined by the Declarant or, if Declarant no longer is empowered to appoint Directors, then the initial terms of such Directors greater than three (3) shall be determined by those Directors then serving. Each Director shall serve for the term set forth hereinabove and until their successor is duly elected and qualified, or until removed from office as provided herein.

d) Other than the Directors appointed by the Declarant, any Director may be removed from the Board, with or without cause, by concurrence of a two-thirds (2/3) majority of the votes cast by the quorum present at any regular or special meeting of the Association called for that purpose.

e) In the event of the death, resignation or removal of a Director, their successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of their predecessor.

7.4 Director's Meetings. The initial meeting of the Board of Directors shall be held within ten (10) days of its appointment at such place and time fixed by the Declarant. No further notice of the initial meeting shall be required provided that a quorum is present.

a) Regular meetings of the Board of Directors shall be held at such time and places which are determined, from time to time, by a majority of the Association's Board of Directors. Notice of regular meeting shall be given to each Director, personally or by mail, telephone or equivalent service, at least three (3) days prior to the date of any regular meeting. Notice of meeting may be waived before or after any such meeting.

b) Special meeting of the Board of Directors may be held at the request of the president, Vice-President or Secretary, and must be held at the written request of two-thirds (2/3) of the Directors. Notice of special meetings shall be given to each Director, personally or by mail, telephone or equivalent service, at least five (5) days prior to the date of any special meeting. Notice of meeting may be waived before or after any such meeting.

c) A quorum at Director's meeting shall consist of fifty percent (50%) of the votes thus represented of the entire Association's Board of Directors present at the beginning of a meeting. The acts approved by a majority of those Directors present at any meeting at which a quorum is present shall constitute the acts of the Association, except where approval by a greater number of Directors is required by the Declaration of Condominium or these By-Laws. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting until a quorum is present. Upon reconvening an adjourned meeting, any business called may be transacted without the necessity of providing any further notice.

d) The presiding officer of the Director's meeting shall be the Chairman of the Board, if such an officer has been elected, or if not, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of the number to preside.

e) The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

2002-31612X

7.5 Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Act, the Declaration of Condominium and By-Laws shall be exercised by the Board of Directors, its duly appointed agents, contractors or employees, subject only to approval by the Unit Owners where specifically required. Compensation of employees of the Association shall be fixed by the Directors. A Director may be an employee of the Association and a contract for management of the Condominium may be entered into with a Director or the Declarant.

7.6 Officers. The executive officers of the Association shall consist of a President, who must also be a Director, a Vice-President, Treasurer, and Secretary. The election of officers shall be made by a majority vote of the Board of Directors at the first meeting of the Board following each annual meeting of the Membership, and each Officer shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise become disqualified to serve. Any officer may be removed from office at any regular or special meeting of the Association's Board of Directors by a majority vote of the quorum present at such meeting. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office may be filled by a majority vote of the quorum present of the Directors. The officer elected to such vacancy shall serve for the remainder of the term of the officer they replace. Any person may hold two or more offices, except that the President shall not be Secretary. The Association's Board of Directors may elect additional officers, from time to time, to exercise such powers and duties as the Board of Directors shall find required to manage the business of the Association. Compensation of officers shall be fixed by the Board of Directors.

a) The President shall be the Chief Executive Officer of the Association, shall have all powers and duties usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees to assist in the conduct of the business of the Association.

b) The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice-President shall assist the President and exercise such other powers and perform such other duties as prescribed by the Board of Directors.

c) The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Association; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all monies in the name of the Association in such banks, trust companies or other depositories as shall be directed by the Board; shall sign all checks and promissory notes of the Association except in those instances where the Board has delegated the authority to sign checks to a managing agent employed by the Association; shall keep proper books of account; shall cause an annual audit of the books of the Association to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at the regular annual meeting of the Members, and shall deliver a copy of such to the Members. The duties of the Treasurer may be performed by the managing agent.

2002-31612 Y

d) The Secretary shall keep the Minutes of all proceedings of the Association and the Board of Directors. The Secretary shall prepare and deliver all notices required by the By-Laws to be delivered to the members of the Association and the Board of Directors, as well as all other notices required by law. The Secretary shall keep all records of the Association, except those of the Treasurer and shall perform all other duties incident to the office of Secretary.

7.7 Assessments.

a) All Owners shall be obligated to pay the estimated assessments imposed by the Board of Directors of the Association to meet the Common Expenses. The Common Expenses of the Association shall be assessed among all of the Condominium Unit Owners in accordance with the Owner's share in the Common Elements as set forth in Article III of this Declaration. Assessments for the estimated Common Expenses of the Association shall be due in advance of the first day of each calendar month or less frequently as may be determined by the Board of Directors. The method of assessment described herein may not be amended without the written approval of two-thirds (2/3) of the Owners of the individual Condominium Units.

b) Each Unit Owner's obligation of payment of assessments shall begin on the first day of the month in which the closing of the purchase of the Condominium Unit occurs. Each Unit Owner shall pay two (2) months of assessments in advance on the date the closing of the Condominium Unit occurs. On any subsequent sale of a Unit, the Unit Owner shall receive the two (2) month reserve advance from the Purchaser. Within sixty (60) days after the filing of this Declaration, the Declarant shall fund the Association with two (2) months of assessments for each Unit to cover any maintenance of the Common Elements.

c) In the event the ownership of a Condominium Unit, title to which is derived from Declarant, commences on a day other than the first day of the assessment period, the assessment for that period shall be prorated.

d) Assessment shall be based upon the cash requirements deemed to be such aggregate sum of the Board of Directors of the Association shall from time to time determine and is to be paid by all of the Condominium Unit Owners to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the Common Elements which are the responsibility of the Association, and the real property and improvements owned thereby, which sum may include, but shall not be limited to, expenses of management, taxes and special assessments until separately assessed; snow removal and road repair, premiums for insurance, landscaping and care of grounds, common lighting and heating, repairs and renovation, trash and garbage collections, wages, common water and sewer charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent, if any, on behalf of the Unit Owners under or by reason of the Declaration and By-Laws of the Association for the creation of a reasonable contingency, reserve, working capital and sinking funds as well as other costs and expenses relating to the Common Elements.

2002-31612Z

e) Pursuant to the provisions of the Declaration and By-Laws, the Board of Directors may levy such assessments for the purpose of defraying the cost of repair or reconstruction of the improvements in the event of their damage.

f) The Association by its Board of Directors may levy a special assessment against any individual Unit or any Unit Owner for the reasonable expense incurred in the reconstruction or repair to the Common Elements, Limited Common Elements, the individual Unit or any Unit Owner for damage or destruction caused by said individual Unit Owner's misconduct, negligence or infraction of the published rules and regulations of the Association.

g) The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or release of the Owner's obligation to pay the same.

h) The Association shall have all of the powers of the Association enumerated in the Act.

i) Within thirty (30) days after adoption of any proposed Budget for the Condominium, the Board of Directors shall provide a summary of the Budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the Budget which date shall not be less than fourteen (14) no more than thirty (3) days after mailing of the summary. Unless at that meeting a majority of all the Unit Owners, or any larger vote specified in the Declaration, reject the Budget, the Budget is ratified, whether or not a quorum is present. In the event the proposed Budget is rejected, the periodic Budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors.

7.8 Owner's Personal Obligation for Payment of Expenses. The amount of the Common Expenses assessed by the Association against each Condominium Unit shall be the personal and individual debt of the Owner thereof. No Owner may exempt themselves from liability for this contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements, the real property and improvements owned by the Association or by abandonment of their Unit. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid assessments which remain unpaid for more than ten (10) days from the date for payment thereof. In the event of default in the payment of the assessment, the Unit Owner shall be obligated to pay interest at the rate of ten percent (10%) per annum, on the amount of the assessment from due date thereof, together with all expenses, including attorney's fees incurred together with such late charges as provided by the By-Laws or Rules and Regulations of the Association. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing the lien nor shall such suit be construed to be a waiver of the lien.

7.9 Association Lien for Non-Payment of Common Expenses.

a) All sums assessed by the Association but unpaid for the share of Common Expenses chargeable to any Condominium Unit shall constitute a lien on such Unit superior to all other liens and encumbrances, except only for tax and special assessment liens of the Condominium Unit in favor of any assessing entity, and all sums unpaid on a First Mortgage of record, including all unpaid obligatory sums as may be provided by such encumbrances. To evidence such lien, the Board of Directors shall prepare a written notice of lien assessment setting forth the amount

2002-31612 Aa

of such unpaid indebtedness, the amount of the accrued interest and late charges thereon, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such notice of lien shall be signed by one of the members of the Association's Board of Directors or by one of the offices of the Association on behalf of the Association and shall be recorded in the Recorder's Office for Sarpy County, Nebraska. Such lien shall attach and be effective from the due date of the assessment until all sums, with interest and other charges thereon, shall have been fully paid.

b) Such lien may be enforced by the foreclosure of the defaulting Owner's Condominium Unit by the Association in the manner of a deed of trust or mortgage on real property upon the recording of a notice of claim thereof. In any such proceedings, the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien, and in the event of foreclosure, all additional costs, all expenses and reasonable attorney's fees incurred. The Owner of the Condominium Unit being foreclosed shall be required to pay the Association the monthly assessment for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a receiver during foreclosure. The Association shall have the power to bid in the Condominium Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey and otherwise deal with the same.

c) Any Mortgagee holding a lien on a Condominium Unit may pay, but shall not be required to pay, any unpaid Common Expenses payable with respect to such Unit, and upon such payment, such encumbrancer shall have a lien on such Unit for the amount paid of the same rank as the lien of this mortgage or encumbrance within the necessity of having to record a notice of claim of such lien. The Association shall report to the Mortgagee of a Condominium Unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the same is due; provided, however, that a Mortgagee shall have furnished to the Association notice of such encumbrance.

d) The recorded lien may be released by recording a Release of Lien signed by one of the members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and shall be recorded in the Recorder's Office for Sarpy County, Nebraska.

e) Notwithstanding any of the foregoing provisions, any Mortgagee who obtains a title to a Condominium Unit pursuant to the remedies set forth in its mortgage or deed of trust shall take title to the Unit free and clear of all Common Expense assessments levied thereon prior to such transfer of title and free and clear of all liens created as a result of such assessments.

7.10 Ascertain Ability of Unpaid Common Expenses.

a) The Unit Owners and their mortgagees, prospective mortgagees or prospective grantees, upon ten (10) days written notice to the Board of Directors and upon payment of a reasonable fee, shall be furnished a statement of their account. The statement of account shall include the amount of any unpaid Common Expenses, the amount of the current assessments, the dates that assessments are due, the amount for any advanced payments made, prepaid items such as insurance policy premiums and reserves therefor and any deficiencies in reserve accounts which statement shall be conclusive upon the Association in favor of all persons who rely therein in good faith. Unless

2002-31612Ab

such request shall be complied with within ten (10) days after receipt of such written request, all unpaid Common Expenses which become due prior to the date of such request will be subordinate to the rights of the person requesting such statement.

b) The provisions set forth in this paragraph shall not apply to the initial sales and conveyances of the Condominium Units made by Declarant, and such sales shall be free from all unpaid Common Expenses to date of conveyance made or to a date as agreed upon by Declarant and Declarant's grantee.

7.11 Priorities of Association and Recreational and Maintenance Association Lien for Common Expenses.

The Owner of a Condominium Unit may create a junior deed of trust or mortgage (junior) to the lien, deed of trust or other encumbrances of a First Mortgage, liens or encumbrances of the Condominium Unit; provided, however, that any such junior mortgage, deed of trust, liens or encumbrances will always be subordinate to the prior and paramount lien of the Association for Common Expenses and all of the terms, conditions, covenants, restrictions, uses, limitation and obligations under this Declaration and By-Laws and provided, further, that such junior encumbrances shall be released for purposes of restoration of any improvements upon the encumbered Condominium Unit, all of the Unit Owner(s) rights, title and interest in and to the proceeds under all insurance policies upon said premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association, and if such request is not granted, such release may be executed by the Association as attorney-in-fact for such junior mortgagee.

ARTICLE VIII - INSURANCE - DAMAGE, DESTRUCTION AND RECONSTRUCTION

8.1 Scope of Coverage. Commencing not later than the date of the first conveyance of a Unit to a Purchaser, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

a) Property insurance on the Common Elements and Units, exclusive of improvements and betterments installed in Units by Owners, insuring against all risk of direct physical loss commonly insured against in an amount equal to the maximum insurable replacement value of the Common Elements and Units, as determined by the Board of Directors; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a property policy.

b) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board of Directors, but not less than One Million Dollars (\$1,000,000.00) per injury or injuries, including death, arising out of a single occurrence; Fifty Thousand Dollars (\$50,000.00) property damage, or in the alternative, a liability policy affording coverage for bodily injury and property damage with a combined single limit in an amount not less than One Million Fifty Thousand Dollars (\$1,050,000.00). The policy or policies shall cover the Association, the Association's Board of Directors and the officers of the Association, all agents and employees of the Association and all Owners and other Persons entitled to occupy any Unit or other portion of the Condominium Unit for occurrences commonly insured against, arising out or in connection with the use, ownership

2002-31612Ac

or maintenance of the Common Elements or other portion of the Condominium which the Association has the responsibility to maintain and shall also include hired automobile and non-owned automobile coverage with cost liability endorsements to cover liabilities of the Owner as a group to an Owner.

c) Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association or the Owners.

d) The insurance policies purchased by the Association, to the extent reasonably available, contain the following provisions:

(i) Each Owner shall be insured under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or their membership in the Association.

(ii) There shall be no subrogation with respect to the Association, its agents, servants, and employees, with respect to the Owners and members of their household.

(iii) No act or omission by any Owner, unless acting within the scope of their authority on behalf of the Association, shall void the policy or be a condition to recovery on the policy.

(iv) The coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by Owners or their mortgagees or beneficiaries under deeds of trust.

(v) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners.

(vi) Statement of the name of the insured as Heritage Condominium Association, Inc., for the use and benefit of the individual Owners (designated by name if required by the insured).

(vii) For policies of hazard insurance a standard mortgagee clause providing that the insurance carrier shall notify the First Mortgagee named in the policy at least ten (10) days in advance of the effective date of any reduction or cancellation of the policy.

e) "Agreed Amount" and "Inflation Guard" endorsements.

f) It shall be the duty of the Board of Directors at least annually to conduct an insurance review to determine if the policy enforced is adequate to meet the need of the Association and to satisfy the requirement of this Declaration and the Act. Such responsibility may be performed and shall be deemed reasonably performed, by the Board's Managing Agent requesting the Association's insurance agent to verify that the insurance policies in existence meet the needs of the Association as set forth herein and satisfies the requirements of this Declaration and the Act. In all events, each Owner shall have the right to obtain additional coverage for such improvements, or betterment's or personal property within the Unit as its own expense. Each policy may contain reasonable deductibles and the amount thereof shall be added to the face amount of the policies in determining whether the insurance equals at least full replacement cost.

8.2 Certificate of Insurance. An insurer that has issued an insurance policy under this Article shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner, mortgagee or

2002-31612 Ad

beneficiary under a deed of trust. Any insurance obtained pursuant to this Article may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each First Mortgage who is listed as a scheduled holder of a First Mortgage in the insurance policy.

8.3 Payment of Premiums. Premiums for all insurance obtained by the Association pursuant to this Article shall be Common Elements and shall be paid for by the Association.

8.4 Insurance Obtained by Owners. The issuance of insurance policies to the Association pursuant to this Article shall not prevent an Owner from obtaining insurance for their own benefit and at their own expense covering their Unit, personal property and providing personal liability coverage.

8.5 Payment of Insurance Proceeds. Any loss covered by property insurance obtained by the Association in accordance with this Article shall be adjusted with the Association and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. The Association shall hold any insurance proceeds in trust for Owners and lienholders as their interests may appear. Subject to the provisions of Section 8.6 and 8.7 of this Article, the proceeds shall be disbursed for the repair or restoration of the damage to Common Elements and Units, and Owners and lienholders shall not be entitled to receive payment of any portion of the proceeds unless there is a surplus of records after the Common Elements and Units have been completely repaired or restored, or the Declaration terminated.

8.6 Use of Insurance Proceeds. In the case of fire or any disaster, the insurance proceeds, if sufficient to reconstruct any building so damaged or destroyed, shall be applied to such reconstruction. Reconstruction of the building, as used herein, means restoring the insured building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

8.7 Procedure where Insurance Proceeds are Insufficient. In case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct the building and the Condominium Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the building within 180 days from the date of damage or destruction, the Association may record a notice setting forth such facts; and upon the recording of such notice:

- a) The property shall be deemed to be owned in Common by the Condominium Unit Owners;
- b) The undivided interest in the property owned in Common which shall appertain to each Condominium Unit Owner shall be the percentage of undivided interest previously owned by such Unit Owner in the Common Elements.
- c) Any liens affecting any of the Condominium Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Condominium Unit Owner in the property as provided herein; and
- d) The property shall be subject to an action for partition at the suit of any Condominium Unit Owner, in which event the net proceeds of such sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund, and shall be divided among all the Condominium Unit Owners in a percentage equal to the percentage of undivided interest owned by each Unit Owner in the property, after the first paying out of

2002-31612 Ae

the respective share of the Condominium Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each Condominium Unit Owner.

8.8 Insurance Deductibles. If maintenance is required as a result of an insured loss, the amount of the deductible shall be considered a maintenance expense to be paid by the person or Persons who would be responsible for such repair in the absence of insurance. If the loss affects more than one (1) Unit or Unit and the Common Elements, the cost of the deductible may be apportioned equally by the Board of Directors among the parties suffering loss in accordance with the total cost of repair.

ARTICLE IX - MISCELLANEOUS PROVISIONS

9.1 Effective Covenants. Each grantee of Declarant, its successors and assigns, by the acceptance of a deed of conveyance, and each Purchaser, accept the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by this Declaration or to which this Declaration is subject, 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 any interest of estate in said property, and shall inure to the benefit of such Condominium Unit Owner on like manner as though the provisions, terms and restrictions of this Declaration were received and stipulated at length in each and every deed of conveyance.

9.2 Waiver. No covenant, restriction, condition or provision of this Declaration and in the By-Laws shall be deemed to have been abrogated or waived by reason on any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

9.3 Savings Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration and By-Laws herein contained, as the case may be, shall not render the remainder of the Declaration invalid, nor any other part therein contained.

ARTICLE X - AMENDMENT AND TERMINATION

10.1 Amendment, Modification. Except as to any modification or amendment with respect to percentage interest or termination of the Condominium, the Declaration, including the Plats and Plans, may be amended by the vote or agreement of the Unit Owners of Units to which seventy-five percent (75%) of the votes of the Association are allocated or amended, which Amendment shall become effective upon being duly recorded in the Office of the Recorder of Deeds of Sarpy County, Nebraska; provided, however, that this Declaration and By-Laws shall at all times contain the minimum requirements imposed by the Act and any amendments thereto.

10.2 Change of Percentage Interest. Except as to any modification or amendment executed by Declarant pursuant to any Special Declarant Right, the percentage interests as herein in this Declaration assigned as to each particular Condominium Unit set out in Exhibit "C" attached hereto, shall not be modified or amended without the written consent of all Condominium Unit Owners and the written assent, as well, of all Qualified Lenders who are holders of First Mortgage of record against the Condominium Unit Owners and such mortgagees approve in writing any such change in percentage interests, such change shall not be effective until the same is duly recorded by an

2002-31612 AP

instrument acknowledged by all such Persons and mortgagees, in the office of the Recorder of Deeds of the County in which said property is situated.

10.3 Termination. The Condominium created hereunder, and in the Declaration and By-Laws herein shall not be terminated except with the written acknowledge consent of seventy-five percent (75%) of the Condominium Unit Owners, together with the written acknowledged consent of fifty percent (50%) qualified lenders or other holders of obligations secured by any recorded deed of trust against the Condominium property or any Unit therein contained, and such termination shall be effective when duly recorded in the office of the Recorder of Deeds in the county in which said property is situated, and upon such recording:

- a) The property shall be deemed to be owned in common by the Condominium Unit Owner;
- b) The undivided interest in the property owned in common which shall appertain to each Condominium Unit shall be the percentage of undivided interest previously owned by such Unit Owner in the Common Elements;
- c) Any liens affecting any of the Condominium Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest in the Condominium Unit Owners in the property as provided herein; and
- d) The property shall be subject to an action for partition at the suit of any Condominium Unit Owner, in which event the net proceeds of sale shall be considered as one fund and shall be divided among all Condominium Unit Owners in a percentage equal to the percentage of undivided interest owned by each Unit Owner in the property, after first taking out the respective shares of the Condominium Unit Owners, to the extent sufficient for that purpose, all liens on the undivided interest in the property owned by each Condominium Unit Owner.

ARTICLE XI - DECLARANT RIGHTS

11.1 Development Activities. Notwithstanding any provisions hereof to the contrary, at all times and from time to time until the later of (i) seven (7) years from the date of this Declaration is recorded in the Recorder's Office for Sarpy County, Nebraska; or (ii) the date upon which Declarant has conveyed all Units. Declarant shall have the right and privilege, which is hereby reserved only to itself and to its successors and assigns and their respective agents:

- a) to create additional Units, Common Elements, Limited Common Elements within all or any part of the Condominium identified as the Additional Units, which Additional Units may be designated on the Plat/Plan as Additional Units or as "Reserved" or "Reserved for Future Development"; and to add property to the Condominium, provided, however, that the maximum number of Units which the Declarant reserves the right to create shall not exceed twenty-five (25) Units. Upon the addition of any Units to the Condominium, the Allocated Interests shall be reallocated among all units pursuant to the terms of this Declaration and the formula set forth herein.
- b) To exercise any Special Declarant Rights provided for under the Act.
- c) To erect and maintain on the Common areas, advertising signs, sales flags or other sales devices and banners for the purpose of aiding the sale of Units in the Condominium, and to maintain sales and business offices in at least one Unit or in any Common Element or building in this Condominium to facilitate the completion

2002-31612 Ag

of construction of the building and improvements comprising this Condominium, apartments and homes now or hereafter constructed within said development and sale of the Units therein contained.

d) To erect or maintain on the Common Areas any sales offices facilities, either of a modular or permanent construction, in the sole discretion of the Declarant, its successors, assigns or their agents that will aid in the sale, marketing or advertising of the Condominium Units.

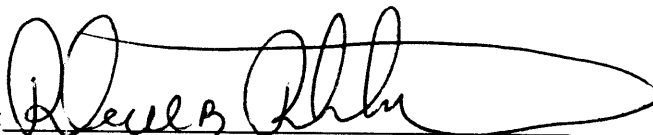
The consent of Unit Owners within the Condominium shall not be required for the exercise of any of the foregoing Development Rights, and the Declarant may proceed with the exercise of such Development Rights at its sole option and its sole discretion. For purposes of creation of Additional Units or the addition of Real Estate to the Condominium, the Additional Units or Real Estate may be added as a whole at one time or in one or more portions at different times, or it may never be added, and there are no limitations upon the order of addition or boundaries thereof. The exercise of the option as to any portion of the Additional Units shall not bar the further exercise of the option as to any other portions of the Additional Units. The Additional Units, when and if added to the Condominium, shall be made subject to the restrictions contained in this Declaration or subsequently promulgated in accordance herewith and shall be subjected to the Restrictions hereinabove defined. The option reserved to add additional Real Estate and Units to the Condominium shall be exercisable by the Declarant, its successors and assigns, who shall have the unilateral right to reallocate percentages of Undivided Interests in the Common Elements, liability for payment of Common Expenses, and allocation of votes in the Association, as to be done in accordance with the limitations and formulas set forth in this Declaration. The Declarant shall exercise this option by its adoption, execution or recordation of an Amendment to this Declaration by recording such plats, certificates and plans as required by the Act. Such amendment shall be adopted by the Declarant pursuant to the terms hereof without the consent of any Unit Owners. From time to time, as the Declarant shall file permitted amendments to this Declaration adding portions of the Additional Units to the Condominium Units and additional Common Elements and Facilities, each then owner and each Person or entity thereafter becoming an Owner and its successors in title shall, upon the addition of such additional Common Elements automatically be vested with his or her appropriate Allocated Interest, computed in accordance with the terms hereof and specifically, be vested with his or her appropriate undivided percentage interest in such additional Common Elements. As and if the Declaration is amended as permitted herein to include Additional Units, which may include additional Units, and Owner's undivided percentage interest in the Common Elements, and Allocated Interests shall be deemed changed and reduced in accordance with the formulas and methods provided in this Declaration. With regard to any portion of the Additional Units which is not committed to this Declaration, such may be developed in any other manner as in the total discretion of the owner of such Additional Units.

11.2 Permanent Access and Utility Easement. The Declarant reserves unto itself, its successors and assigns, as permanent right of way for ingress, egress and utility purposes to any adjacent properties now or hereafter owned by Declarant, its successors and assigns as shown on the Plat.

IN WITNESS WHEREOF, ROTHHOUSE HOMEBUILDERS, INC., has caused these presents to be signed by its authorized officer, the day and year first above written.

2002-31612 Ah

ROTHHOUSE HOMEBUILDERS, INC., Declarant,

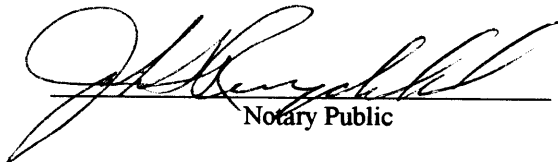
By: 
Randall B. Rothhouse, President

STATE OF NORTH DAKOTA)
)ss.
COUNTY OF Cass)

Before me, a notary public, in and for said county and state, personally came Randall B. Rothhouse, President of ROTHHOUSE HOMEBUILDERS, INC., a North Dakota corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 14 day of July, 2002.

JOHN G. RINGDAHL
Notary Public
State of North Dakota
My Commission Expires Feb. 12, 2006


Notary Public

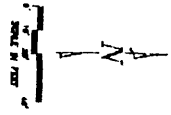
2002-316 12Aⁱ

EXHIBIT "A"

LEGAL DESCRIPTION

Lot Six, Schaefer's 1st Addition, an Addition to the City of La Vista,
as surveyed, platted and recorded, in Sarpy County, Nebraska.

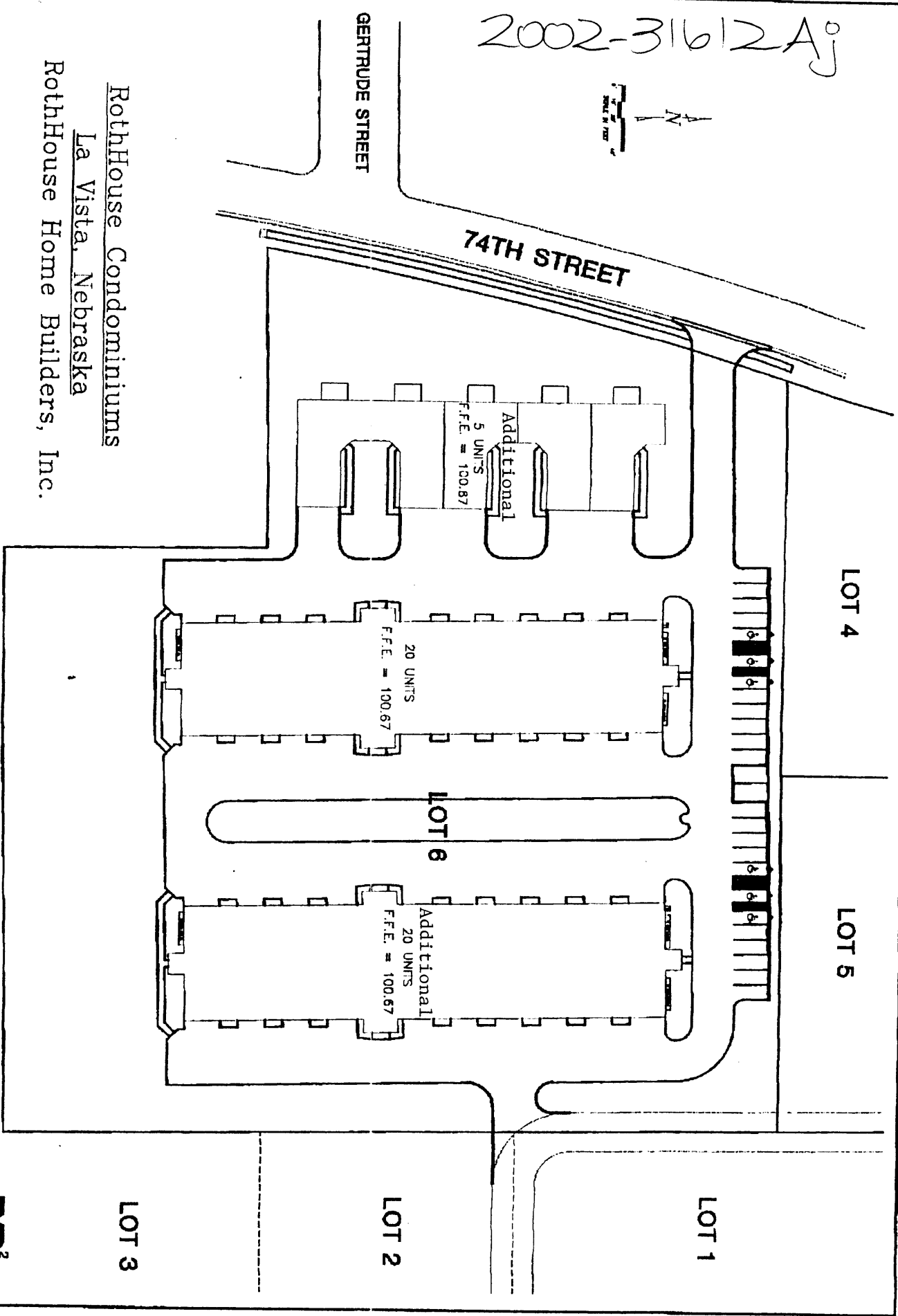
2002-31612A^o



GERTRUDE STREET

74TH STREET

RothHouse Condominiums
La Vista, Nebraska
RothHouse Home Builders, Inc.



LOT 4

LOT 5

LOT 6

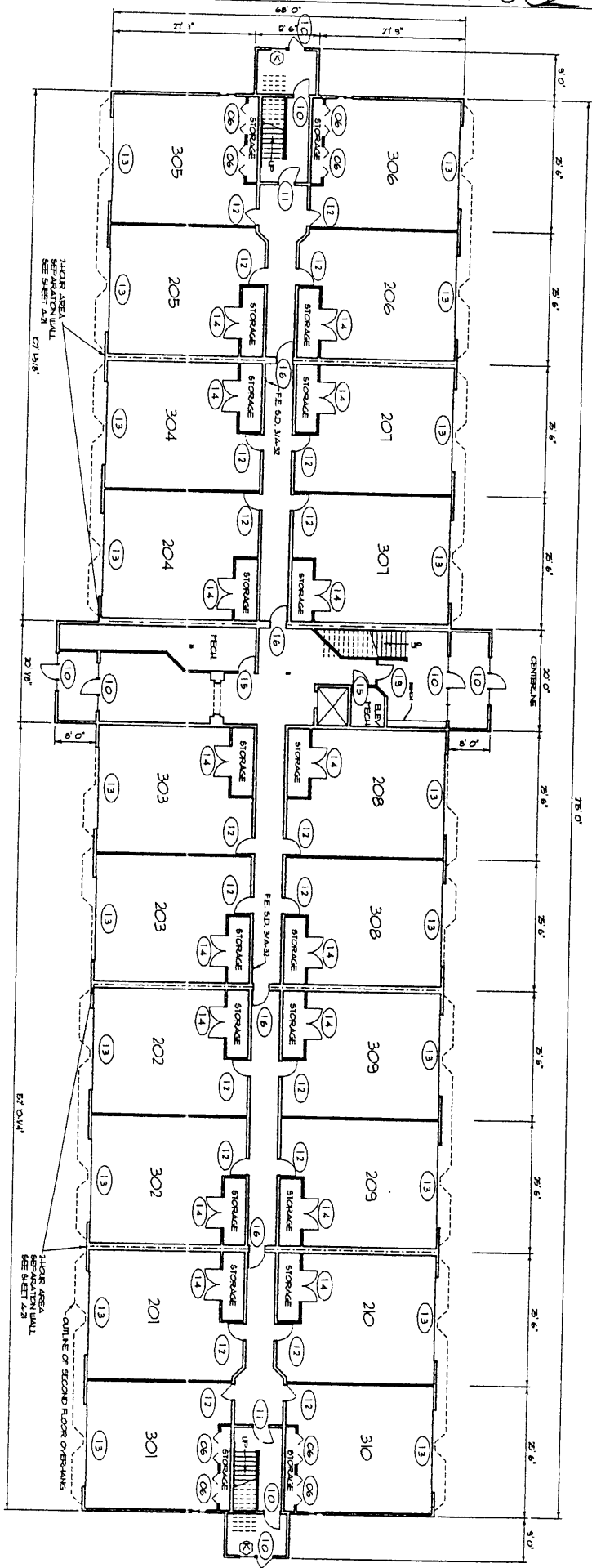
LOT 2

LOT 3

LOT 1



2002-31612A1

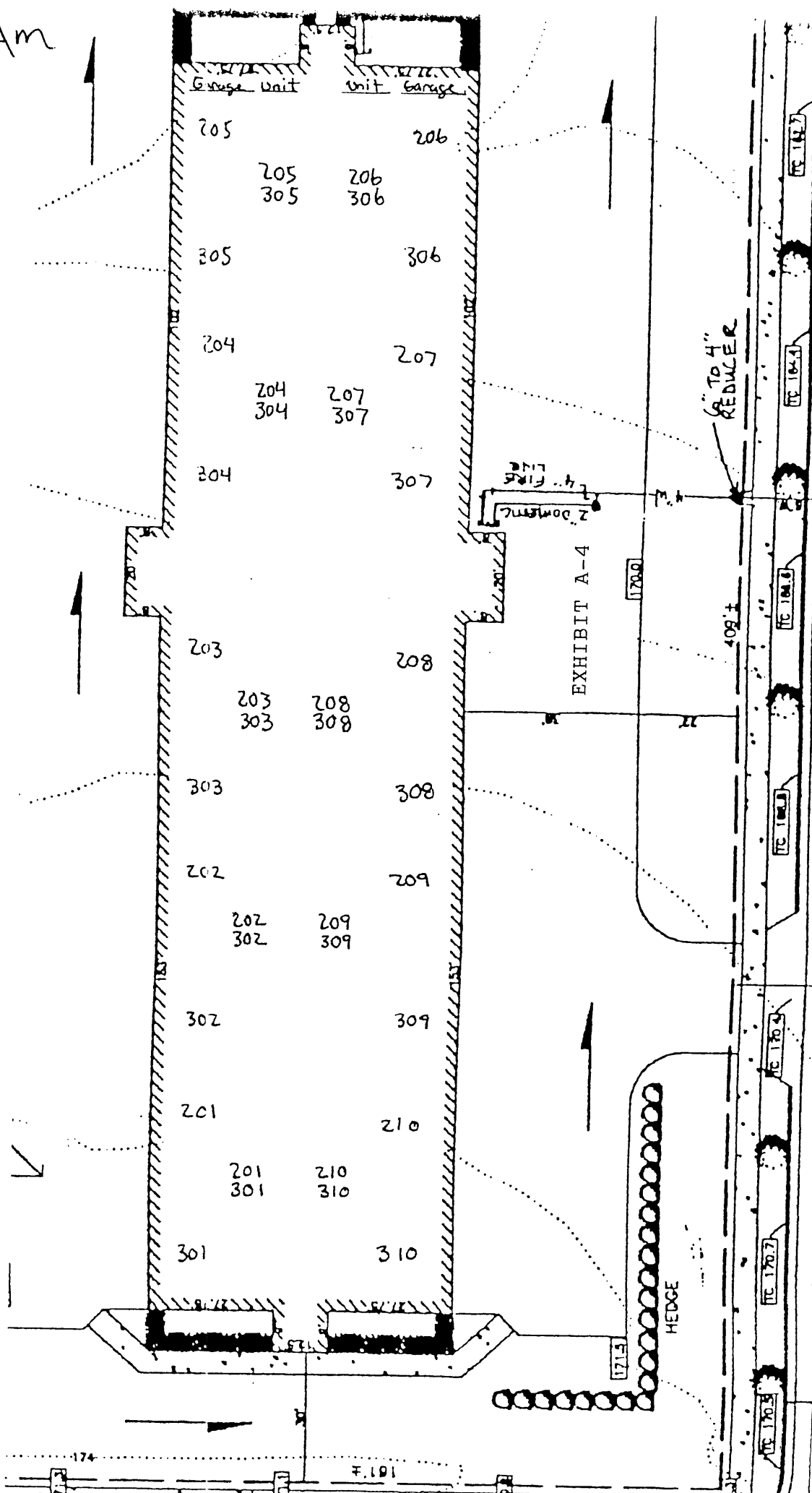


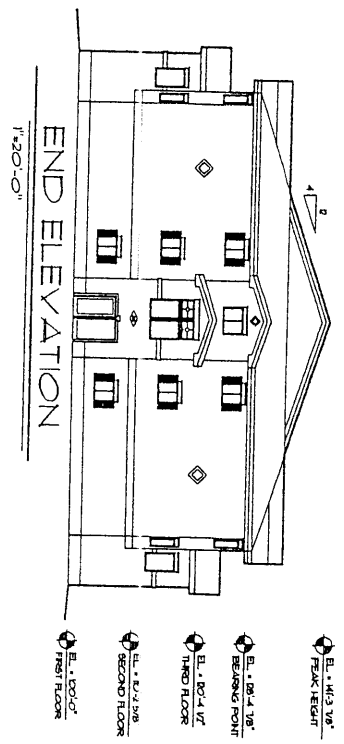
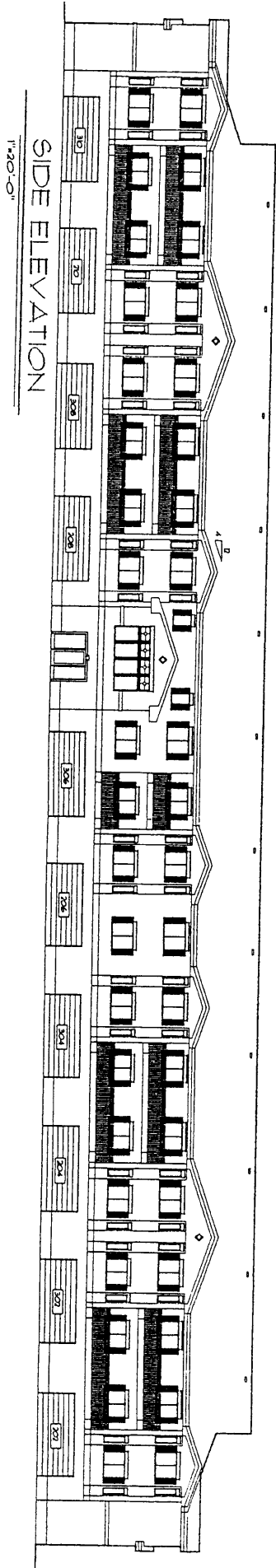
FIRST FLOOR PLAN
 1"=20'-0"
 B7B 03'

EXHIBIT A-3

A-3	ROTH-COUSE HOME BUILDERS P.O. BOX 794 FARGO, ND 58108 701-241-1149	20-PLEX CONDOMINIUM	Prairie Design Studio 631 Sycamore St. Horace, ND 58047 701-282-2850	REVISIONS DATE - DATE - DATE -	DATE 10-28-99 PROJECT NO. 990203 DRAWN BY 990203PI
-----	---	---------------------	---	---	--

2002-31612Am





- ◆ EL. + 113' 7/8" FINISH FLOOR
- ◆ EL. + 102' 4" FIRST FLOOR
- ◆ EL. + 102' 4" V2 SECOND FLOOR
- ◆ EL. + 102' 4" V2 THIRD FLOOR
- ◆ EL. + 102' 4" V2 ELEVATED POINT
- ◆ EL. + 102' 4" V2

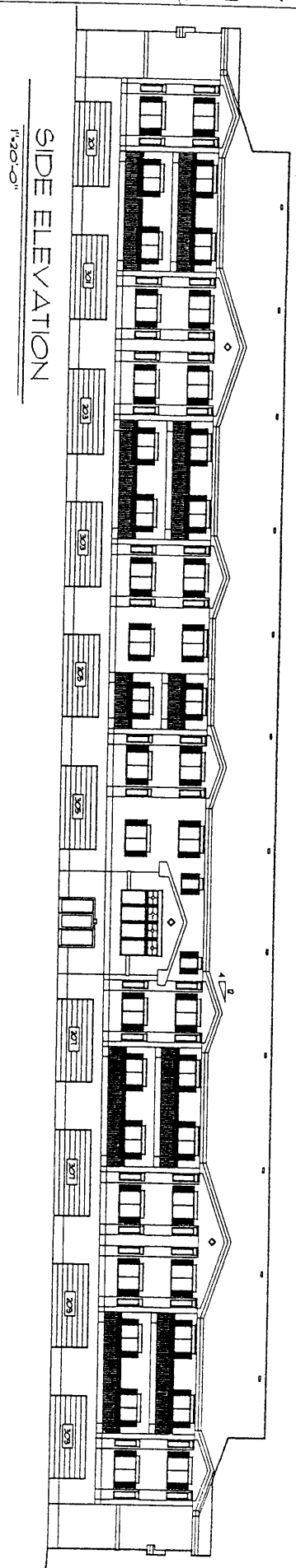
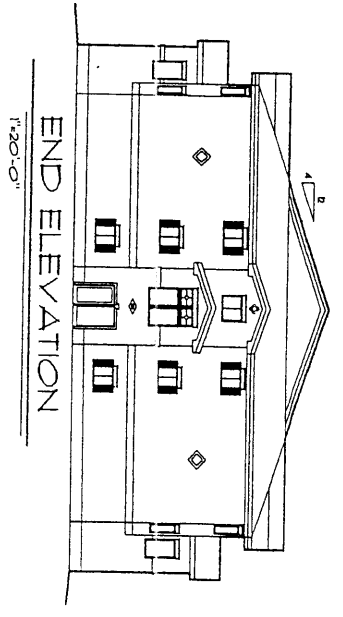


EXHIBIT A-5

ROTHOUSE HOME BUILDERS
P.O. BOX 784
FARGO, ND 58109
701-241-1149

20-PLEX CONDOMINIUM 1

Prairie Design Studio
601 Shyenne St.
Horace, ND 58047
701.282.2850

I hereby certify that this plan, specification or contract was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of North Dakota.

DATE: 06-24-99
BY: [Signature]

REVISION	DATE	06-03-99
DATE	PROJECT NO.	990203
DATE	DRAWN BY	990203E1
DATE		

SECOND FLOOR PLAN
1"=20'-0"

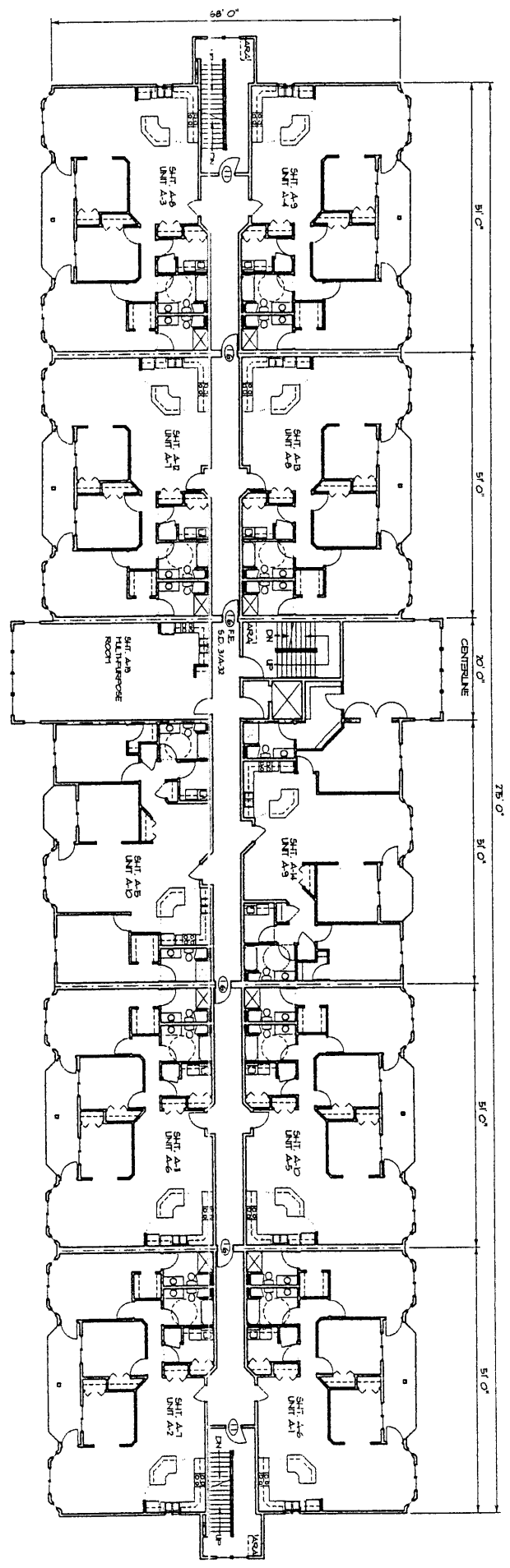


EXHIBIT A-6

<p>ROTHHOUSE HOME BUILDERS P.O. BOX 704 FARGO, ND 58108 701-741-7149</p>	<p>20-PLEX CONDOMINIUM</p>	<p>Prairie Design Studio 601 Sheyenne St. Horsica, ND 58047 701 282 2850</p>	<table border="1"> <tr> <td>REVISIONS</td> <td>DATE</td> <td>06-17-99</td> </tr> <tr> <td>DATE</td> <td>PROJECT NO.</td> <td>990203</td> </tr> <tr> <td>DATE</td> <td>DRAWN BY</td> <td>990203P2</td> </tr> <tr> <td>DATE</td> <td></td> <td></td> </tr> </table>	REVISIONS	DATE	06-17-99	DATE	PROJECT NO.	990203	DATE	DRAWN BY	990203P2	DATE		
REVISIONS	DATE	06-17-99													
DATE	PROJECT NO.	990203													
DATE	DRAWN BY	990203P2													
DATE															

2002-31612 AP

THIRD FLOOR PLAN
1"=20'-0"

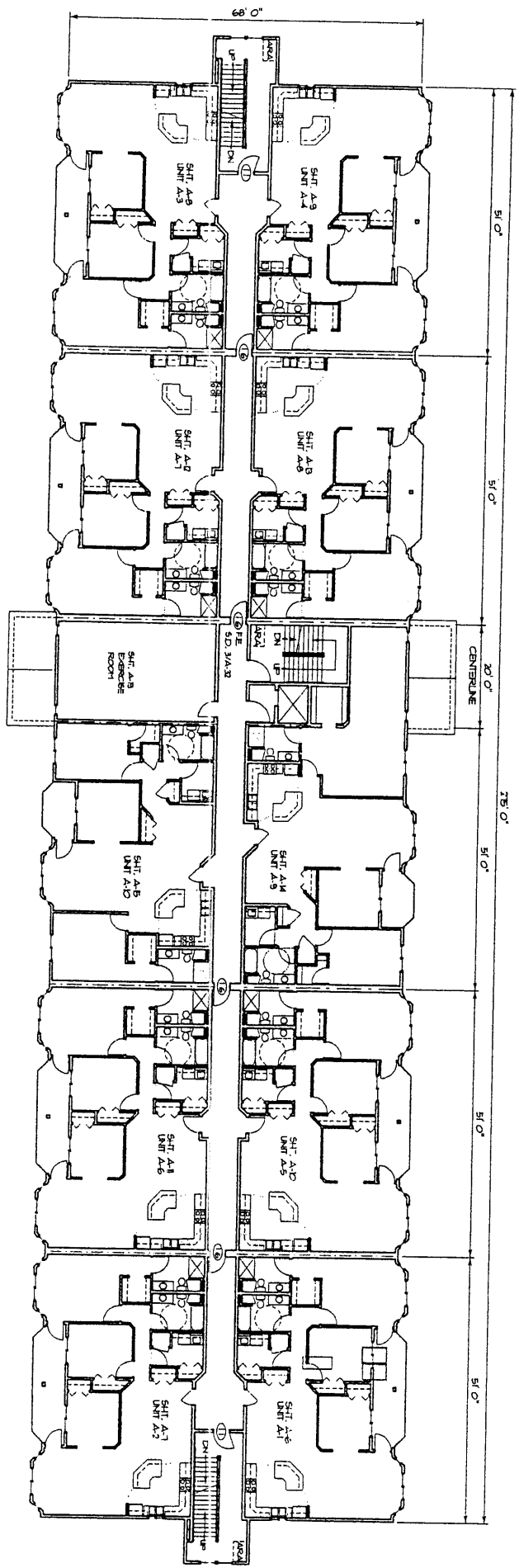
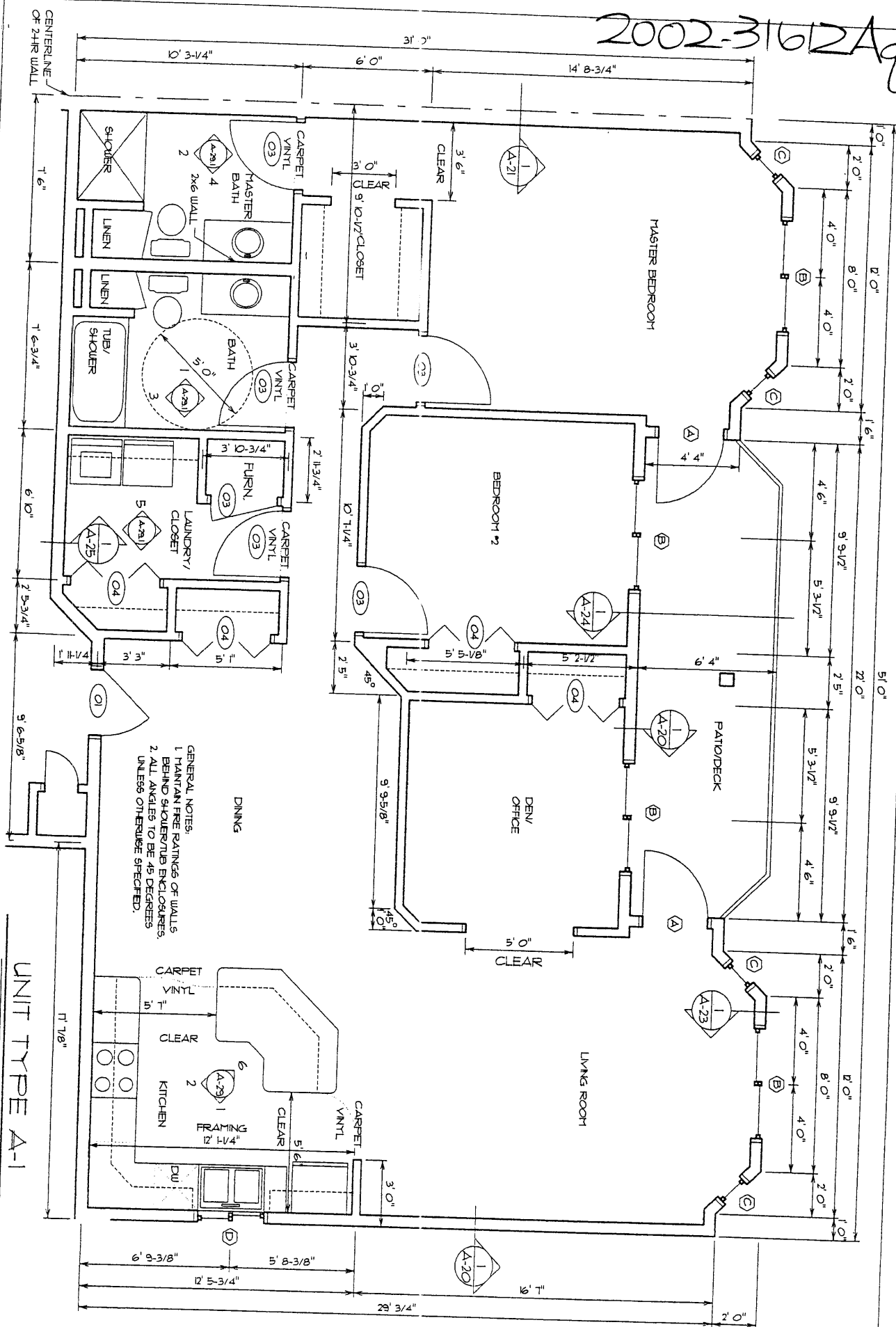


EXHIBIT A-7

<p>ROTH-HOUSE HOME BUILDERS P.O. BOX 284 FARGO, ND 58108 701-241-1149</p>	<p>20-PLEX CONDOMINIUM</p>	<p>Prairie Design Studio 601 Sheyenne St. Horace, ND 58047 701 282 2850</p>	<p>REV. NUMBER DATE PROJECT NO. DRAWN BY DATE</p>	<p>DATE PROJECT NO. DRAWN BY DATE</p>
			<p>06-11-99 980103 980103PB DATE</p>	<p>06-11-99 980103 980103PB DATE</p>

2002-3162A8



GENERAL NOTES:
 1. MAINTAIN FIRE RATINGS OF WALLS BEHIND SHOWER/TUB ENCLOSURES.
 2. ALL ANGLES TO BE 45 DEGREES UNLESS OTHERWISE SPECIFIED.

UNIT TYPE A-1

1/4" = 1'-0" (1470 S.F. + 142 S.F. DECK)

EXHIBIT A-8

ROTHOUSE HOME BUILDERS
 P.O. BOX 234
 FARGO, ND 58106
 701-241-7149

20-FLEX CONDOMINIUM

Prairie Design Studio
 601 Shayanna St.
 Horace, ND 58047
 701.282.2850

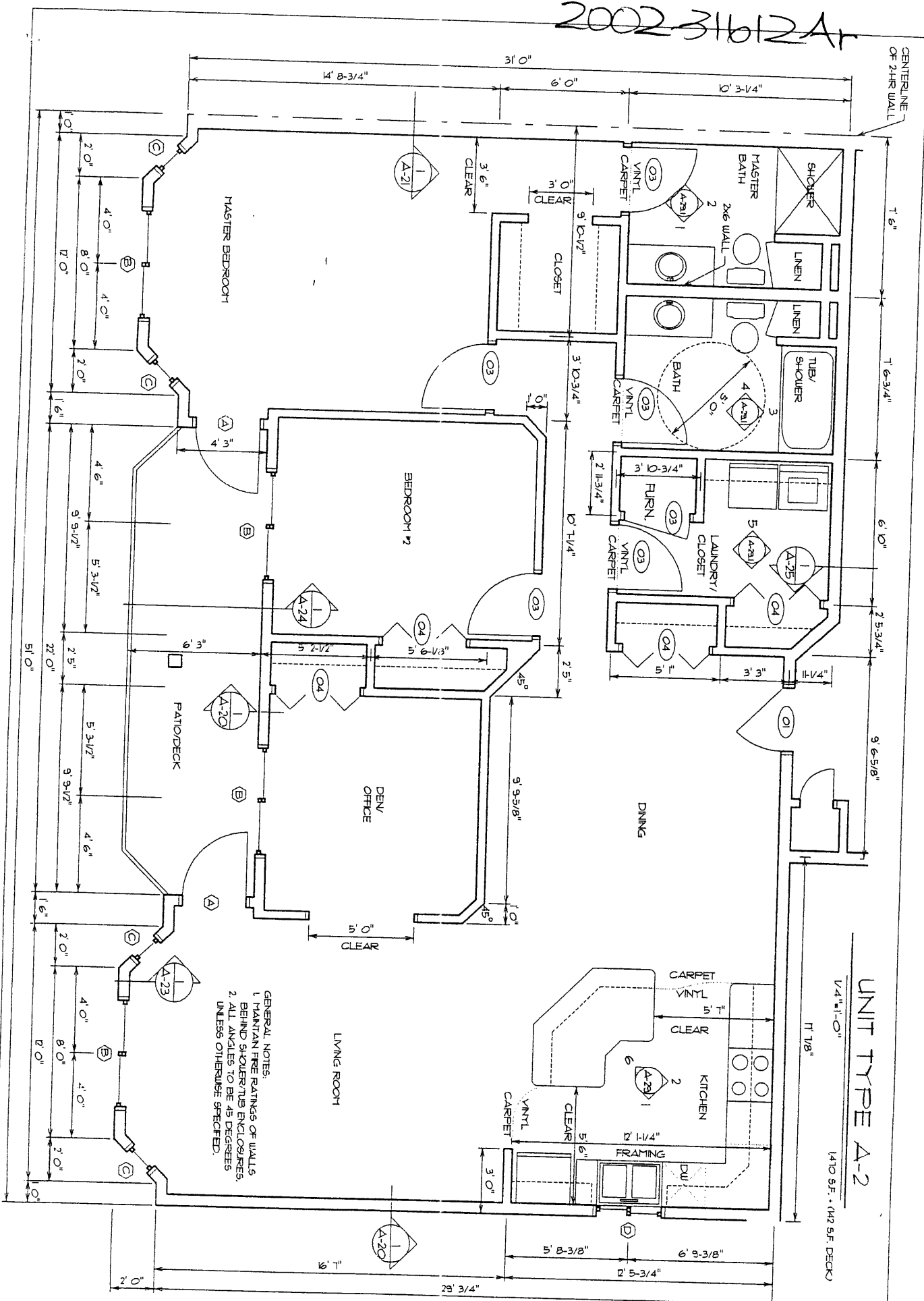
DATE: 8/24/99
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

REVISIONS
 DATE: [Blank]
 DATE: [Blank]
 DATE: [Blank]

DATE: 06-16-99
 PROJECT NO.: 990203
 DRAWN BY: 990203A1

2002 31612A

CENTERLINE OF 24" R. WALL



UNIT TYPE A-2

1/4" = 1'-0"

1410 S.F. • 142 S.F. DECK

GENERAL NOTES:
 1. MAIN FIRE RATINGS OF WALLS BEHIND SHOWER/TUB ENCLOSURES.
 2. ALL ANGLES TO BE 45 DEGREES UNLESS OTHERWISE SPECIFIED.

EXHIBIT A-9

ROTHOUSE HOME BUILDERS
 P.O. BOX 254
 FARGO, ND 58108
 (701) 741-1145

20-FLEX CONDOMINIUM

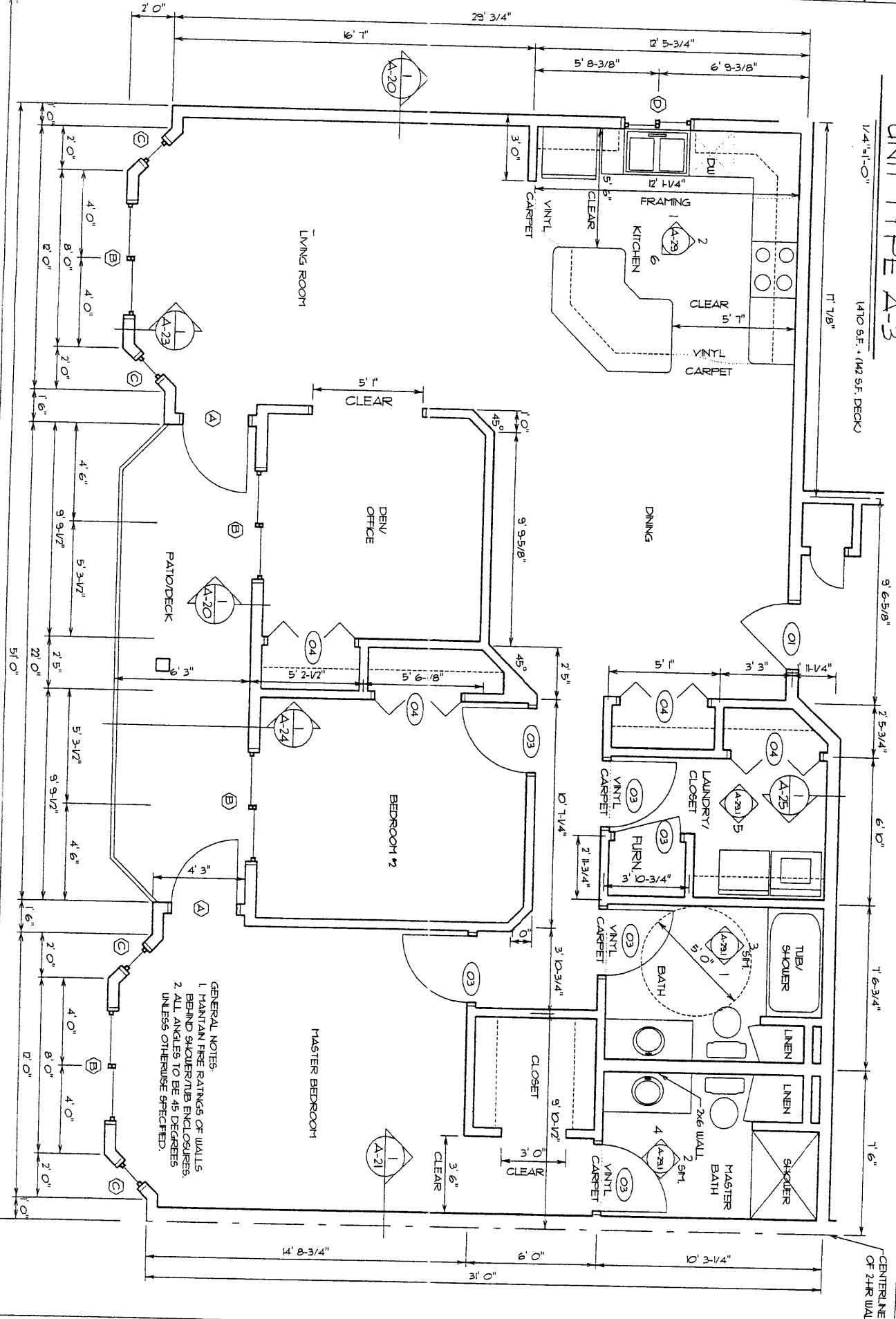
Prattie Design Studio
 601 Shoyenne St.
 Horace, ND 58047
 701.282.2850

REVISIONS	DATE
DATE	06-16-99
PROJECT NO.	990203
DATE	
DRAWN BY	990203A2
DATE	

2002-31612As

UNIT TYPE A-3

1/4"-1'-0" 1470 SF. + 142 SF. DECK



GENERAL NOTES:
 1. MAINTAIN FIRE RATINGS OF WALLS, CEILING, FLOORS, AND ENCLOSURES.
 2. ALL ANGLES TO BE 45 DEGREES UNLESS OTHERWISE SPECIFIED.

EXHIBIT A-10

ROTHHOUSE HOME BUILDERS
 P.O. BOX 284
 FARGO, ND 58106
 701-241-1143

20-PLEX CONDOMINIUM 1

Prairie Design Studio
 601 Shyanne St.
 Horace, ND 58047
 701.282.2850

REVISIONS	DATE	PROJECT NO.	DATE	CREATED BY
		06-14-99		
		990203		
		990203A3		

2002-31612 At

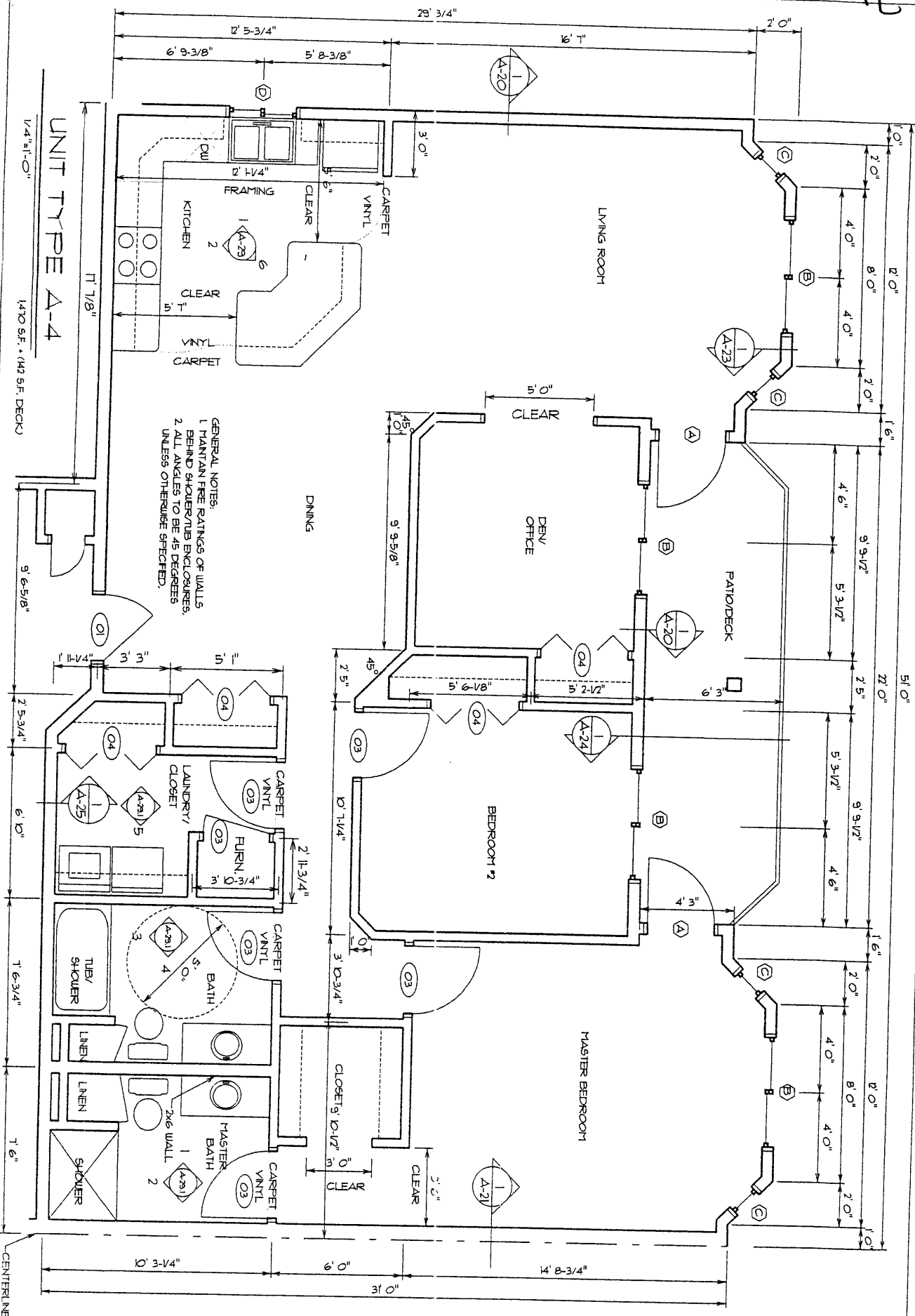
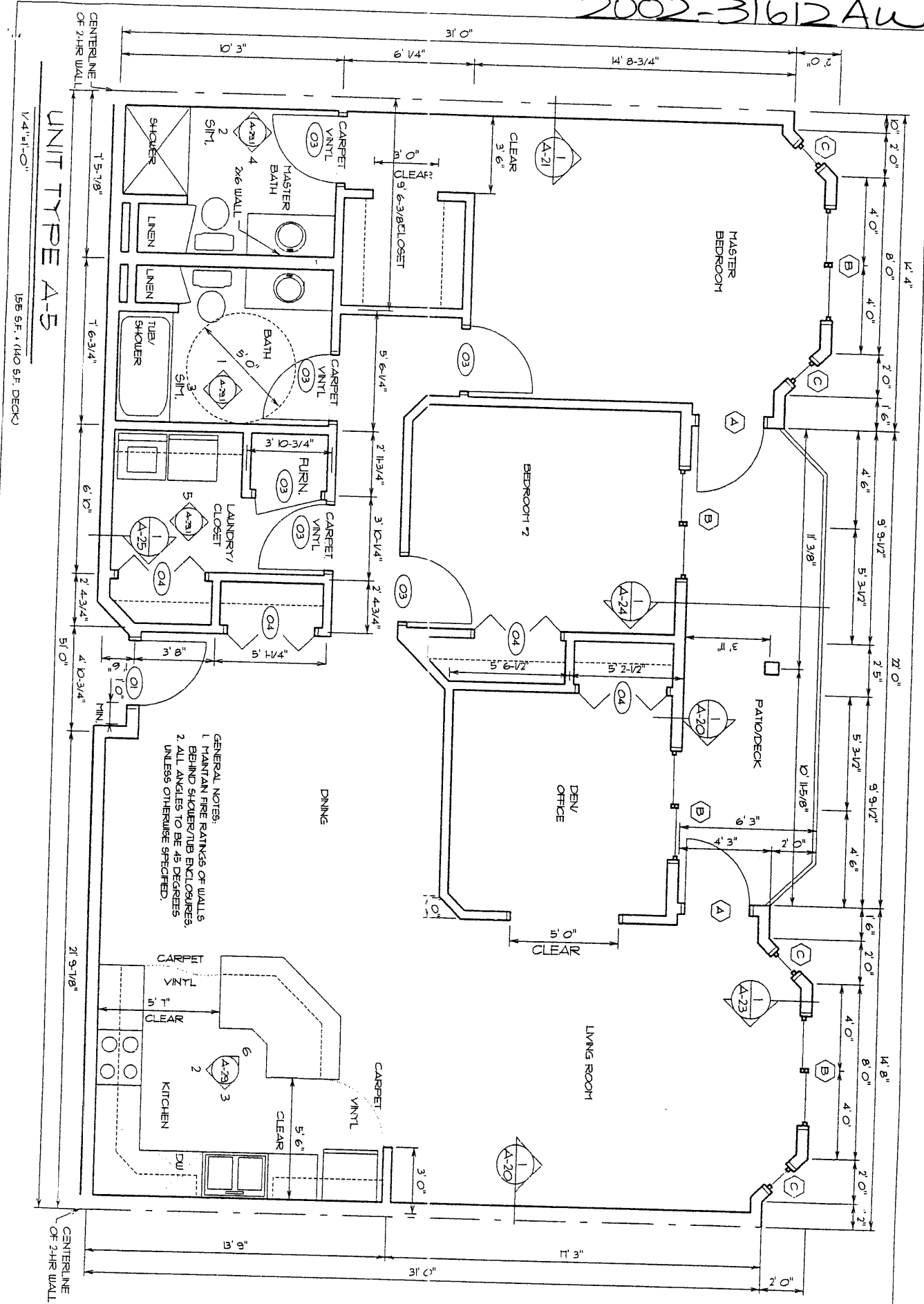


EXHIBIT A-11

ROTHHOUSE HOME BUILDERS P.O. BOX 754 FARGO, ND 58103 701-784-1149	20-PLEX CONDOMINIUM	Prairie Design Studio 601 Sheyenne St. Fargo, ND 58047 701 282 2850	REVISIONS DATE - PROJECT NO. 990203 DATE - DRAWN BY 990203A4 DATE -	DATE 06-14-99 PROJECT NO. 990203 DRAWN BY 990203A4
--	---------------------	--	--	--

2002-31612 AU



GENERAL NOTES:
 1. MAINTAIN FIRE RATINGS OF WALLS BEHIND SHOWER/TUB ENCLOSURES.
 2. ALL ANGLES TO BE 45 DEGREES UNLESS OTHERWISE SPECIFIED.

UNIT TYPE A-5

155 S.F. (140 S.F. DECK)

EXHIBIT A-12

ROTHHOUSE HOME BUILDERS
 P.O. BOX 2814
 FARGO, ND 58106
 701-241-7149

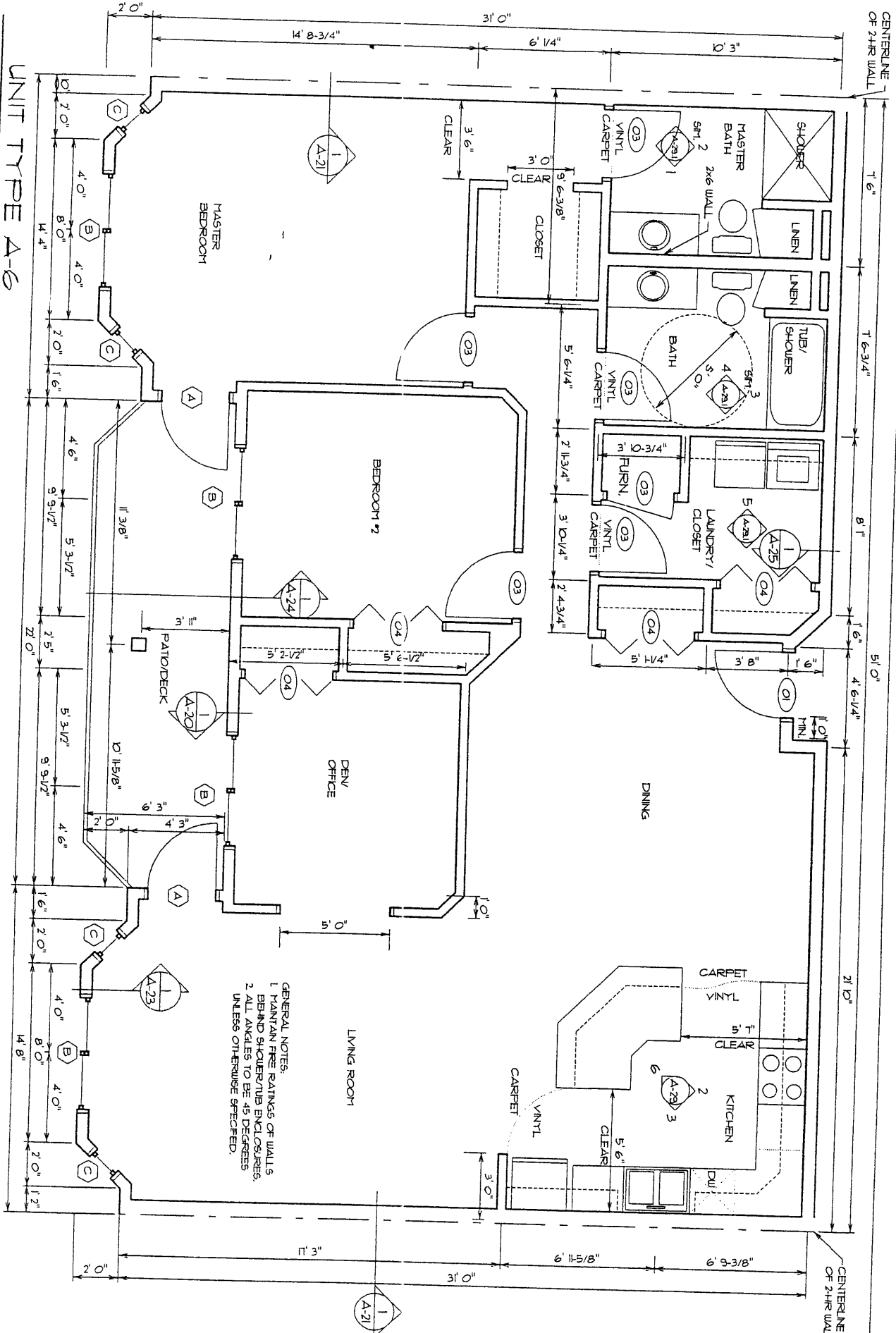
20-PLEX CONDOMINIUM

Prairie Design Studio
 601 Sheyenne St.
 Bismarck, ND 58047
 701.282.2850

REVISION	DATE

DATE	PROJECT NO.
08-02-99	990203
DATE	DRAWN BY
	990203AB

UNIT TYPE A-6
 156 S.F. (140 S.F. DECK)
 1/4"=1'-0"



GENERAL NOTES:
 1. MAINTAIN FIRE RATINGS OF WALLS BEHIND SHOWER/TUB ENCLOSURES.
 2. ALL ANGLES TO BE 45 DEGREES UNLESS OTHERWISE SPECIFIED.

EXHIBIT A-13

ROTHHOUSE HOME BUILDERS
 P.O. BOX 257
 FARGO, ND 58108
 701-241-7145

20-PLEX CONDOMINIUM

Prairie Design Studio
 601 Shyenne St.
 Horace, ND 58047
 701.282.2850
 2/24/99
 2/24/99

REVISIONS	DATE
DATE :	09-02-99
DATE :	PROJECT NO. 990203
DATE :	DRAWN BY 990203A6
DATE :	

2002-31612AW

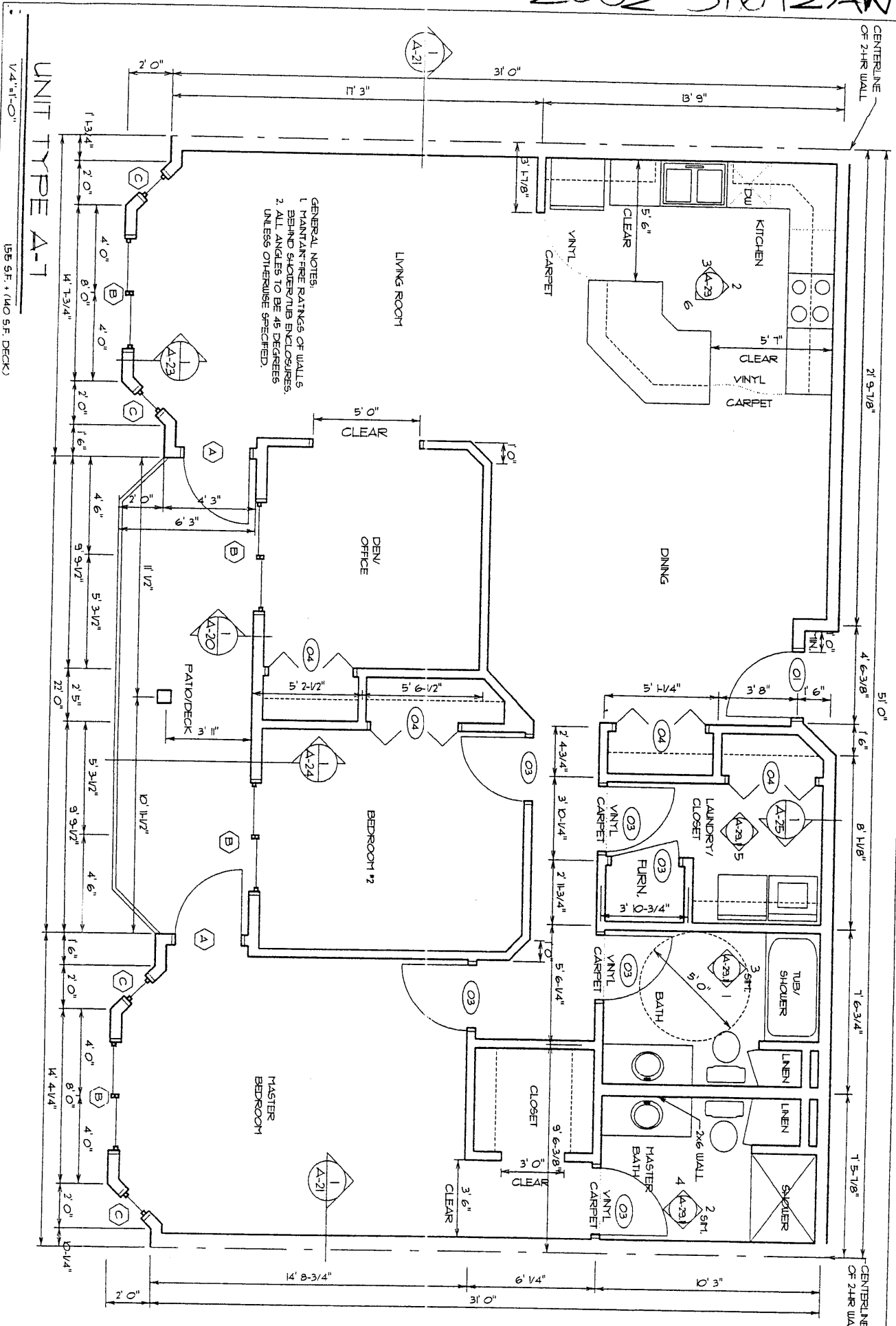
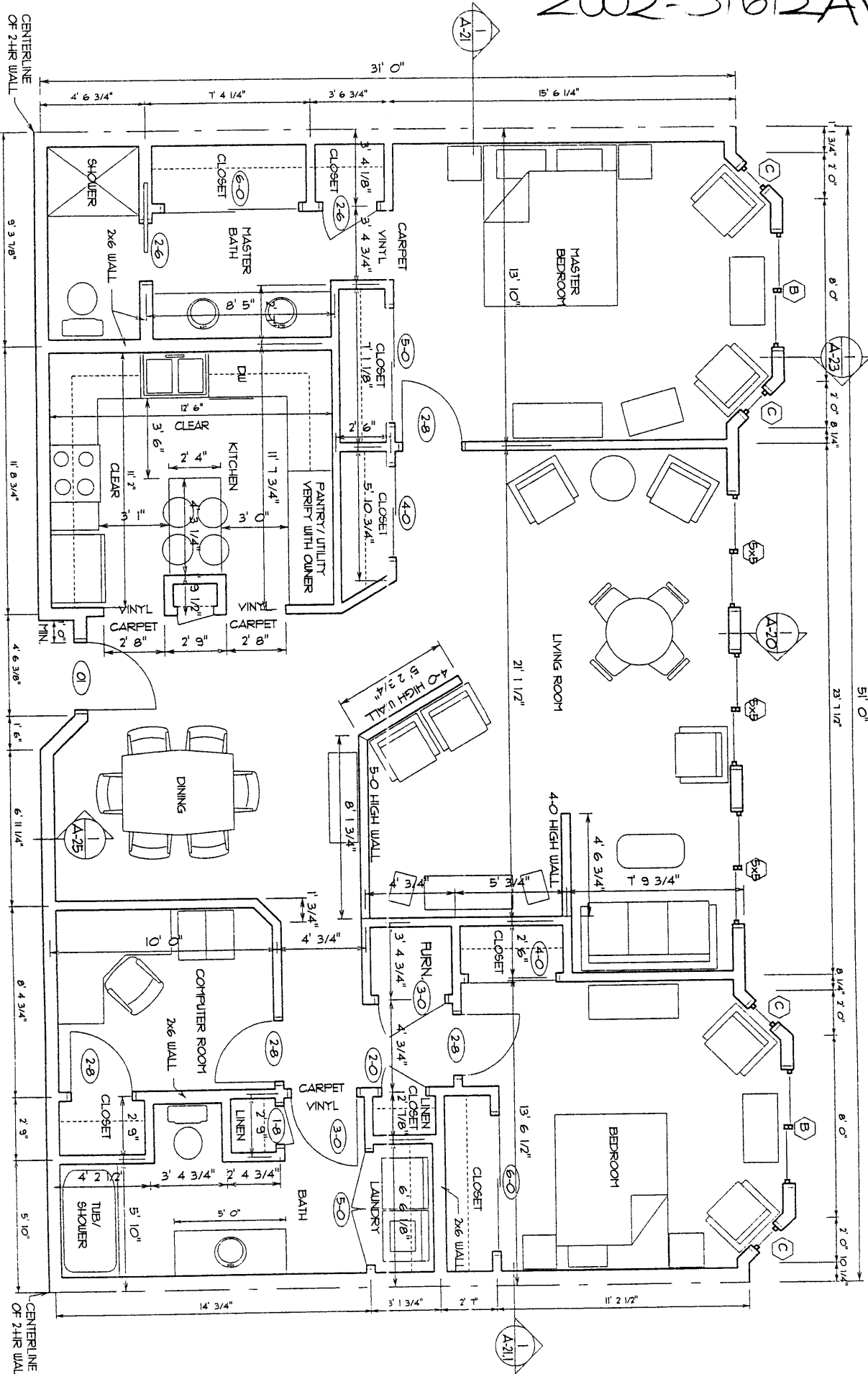


EXHIBIT A-14

2002-31612A_y



UNIT TYPE A-8

1/4" = 1'-0"
162 S.F.

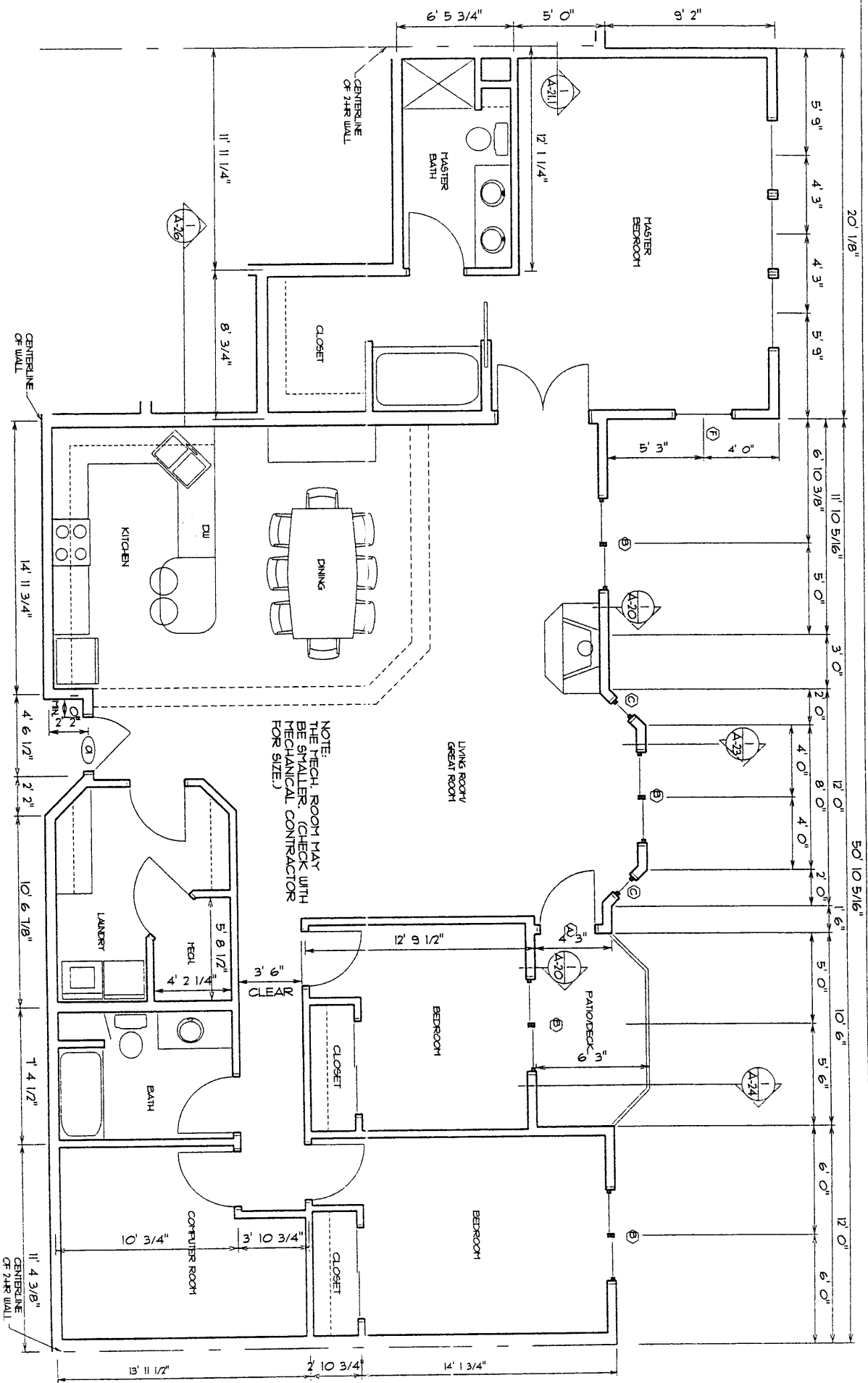
GENERAL NOTES:
1. MAINTAIN FIRE RATINGS OF WALLS
BEHIND SHOWER/TUB ENCLOSURES.
2. ALL ANGLES TO BE 45 DEGREES
UNLESS OTHERWISE SPECIFIED.

FOR QUESTIONS CONCERNING INTERIOR
FINISHES PLEASE VERIFY WITH OWNER

EXHIBIT A-16

ROTH-HOUSE HOME BUILDERS P.O. BOX 284 FARGO, ND 58047 (701) 785-7788	20-FLEX CONDOMINIUM		Prairie Design Studio 601 Sheyenne St. Fargo, ND 58047 701.282.2850		<small>I HEREBY CERTIFY THAT THE PLAN INFORMATION CONTAINED HEREIN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A duly licensed architect registered under the laws of the state of</small>	
			DATE:	DATE:	REVISIONS:	DATE:
			DATE:	DATE:	DATE:	DATE:
			DATE:	DATE:	DATE:	DATE:
			PROJECT NO.:	99C203	DATE:	11-28-00
			DRAWN BY:	99C203ABA	DATE:	

UNIT TYPE A-9
 3/16" = 1'-0"
 2015 S.F. + (66 S.F. DECK)



NOTE:
 THE MECH. ROOM MAY
 BE SMALLER. (CHECK WITH
 MECHANICAL CONTRACTOR
 FOR SIZE.)

GENERAL NOTES:
 1. MAINTAIN FIRE RATINGS OF WALLS
 BEHIND SHOWER/TUB ENCLOSURES.
 2. ALL ANGLES TO BE 45 DEGREES
 UNLESS OTHERWISE SPECIFIED.

EXHIBIT A-17

2002-31612 Ba

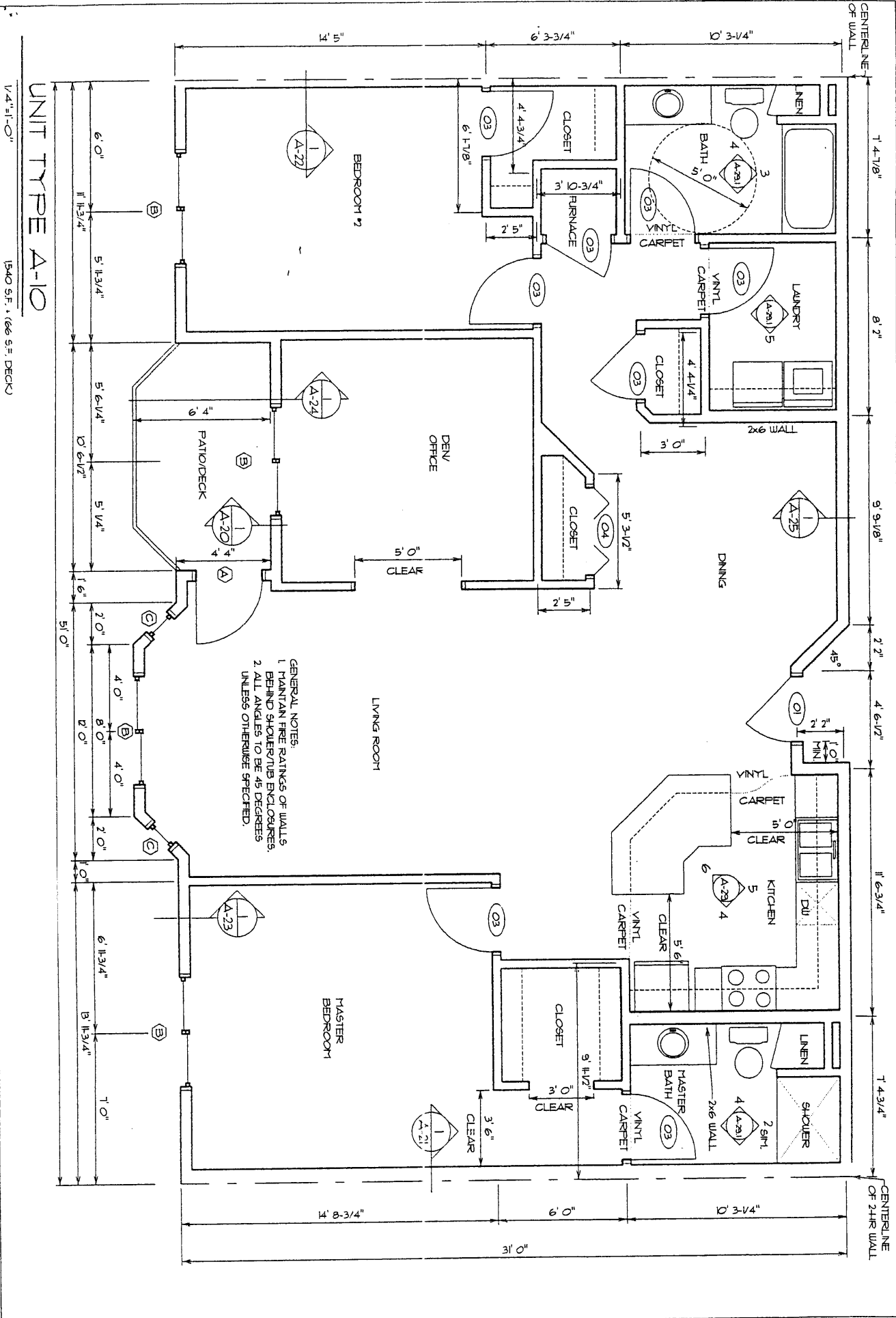
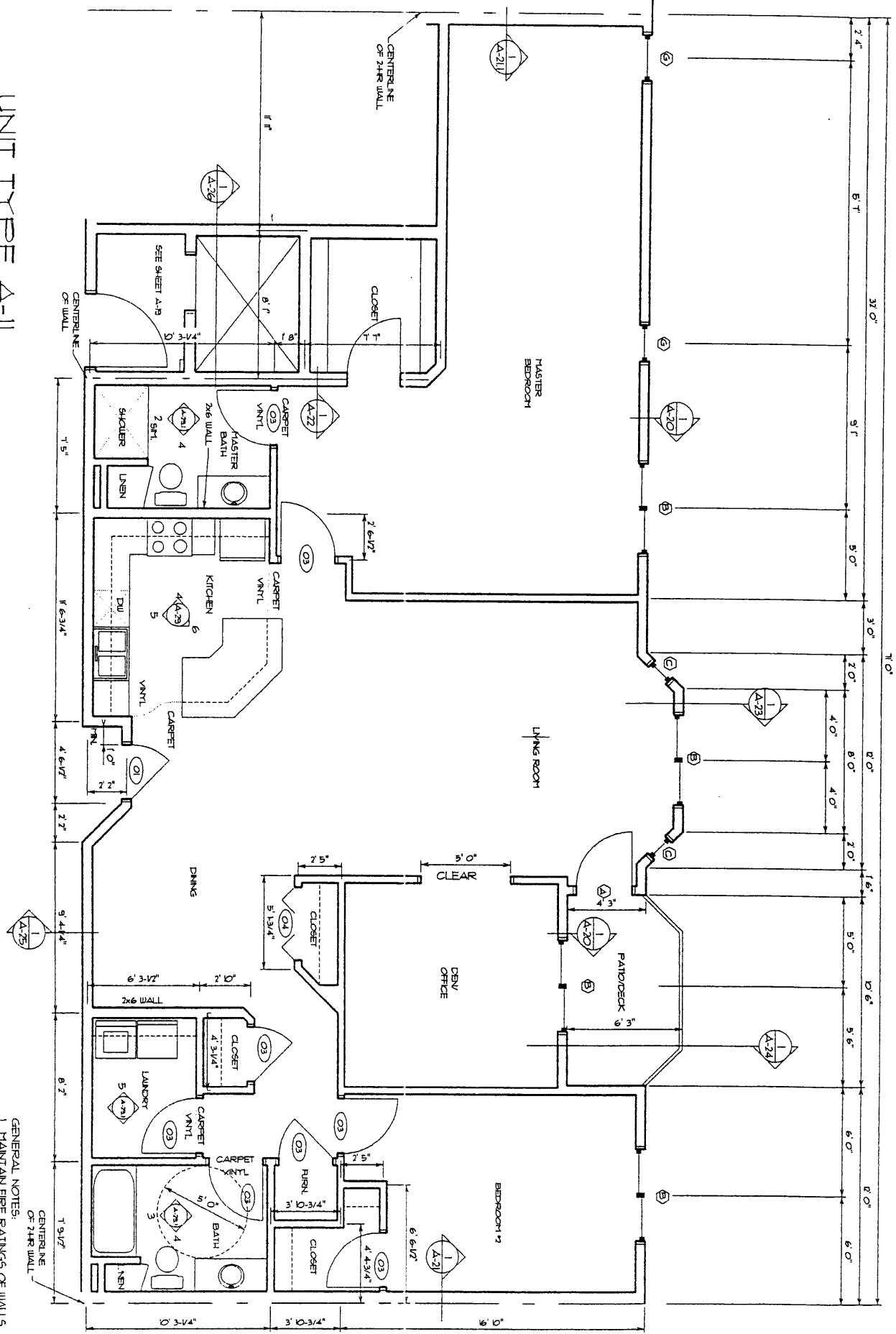


EXHIBIT A-18

<p>ROTHHOUSE HOME BUILDERS P.O. BOX 7324 FARGO, ND 58108 701-241-1149</p>	<p>20-PLEX CONDOMINIUM</p>	<p>Prairie Design Studio 601 Shyanne St. Horace, ND 58047 701 282 2850</p>	<p>REVISIONS DATE - DATE - DATE -</p>	<p>DATE 09-02-99 PROJECT NO. 990203 DRAWN BY 990203AO</p>
---	----------------------------	--	---	---

UNIT TYPE A-11
 3/16"=1'-0"
 208 S.F. + (66 S.F. DECK)



GENERAL NOTES:
 1. MAINTAIN FIRE RATINGS OF WALLS BEHIND SHOWER/TUB ENCLOSURES.
 2. ALL ANGLES TO BE 45 DEGREES UNLESS OTHERWISE SPECIFIED.

EXHIBIT A-19

2002-31612 Bc

EXHIBIT "B"

BY-LAWS

2002-316 12 Bd

**BY-LAWS OF HERITAGE
CONDOMINIUM ASSOCIATION, INC.**

ARTICLE I
NAME AND LOCATION

The name of the Corporation is HERITAGE CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be as designated by the Board of Directors from time to time, and meetings of Members and Directors may be held at such places within Sarpy County, Nebraska, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

All terms shall be defined in accordance with the definitions contained in the Declaration of Heritage Condominium Property Regime and By-Laws and any amendments thereto (the "Declaration").

ARTICLE III
PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Each Member shall be entitled to the use and enjoyment of the Common Elements and facilities as provided in the Declaration. Any Member may assign his rights of enjoyment of the Common Elements and facilities to the members of his family, his tenants or contract purchasers who reside on the Property.

ARTICLE IV
MEMBERSHIP

Section 1: Membership. The membership of the Association shall consist of all Owners of Condominium Units in the Heritage Condominium Property Regime. Membership in the Association shall be mandatory and no Owner during his ownership of a Condominium Unit shall have the right to relinquish or terminate his membership in the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Section 2: Succession. The membership of each Condominium Unit Owner shall terminate when they cease to be an Owner of a Condominium Unit, and their membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

ARTICLE V
MEMBERSHIP MEETINGS

Section 1: Annual Meeting. The annual meeting of the Association shall be held at the office of the Association during the month of January on the second Tuesday in each year, commencing at 7:00 p.m., or such other time or place as may be designated by the Association's Board of Directors. Each annual meeting shall be for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members. If the date set for the annual meeting of the Membership is a legal holiday, the meeting will be held at the same hour on the first day following such legal holiday.

Section 2: Special Meetings. Special meetings shall be held whenever called by the President or Vice-President or by a majority of the Association's Board of Directors, and must be called by such officers upon receipt of a written request from Members entitled to cast one-third of the votes of the entire membership.

Section 3: Notice of Meetings. Notice of all meetings, stating the time, date, place and purpose for which the meeting is called, shall be given by the President or Vice-President or Secretary, unless waived in writing. Such notice shall

be in writing to each Member at the last known address shown on the records of the Association and shall be mailed at least ten (10) days but no more than sixty (60) days prior to the date of the meeting. Proof of such mailings shall be made by affidavit, duly executed by the Person giving the notice. Notice of meeting may be waived before or after any such meeting.

Section 4: Quorum. A Quorum at any meeting shall consist of thirty (30%) percent of those Persons entitled to cast all votes of the Association. If any meeting of the Members cannot be organized because a quorum has not attended, the Members present either in Person or by proxy, may adjourn the meeting for at least ten (10) days, and adequate notice of the new date shall be given as described in Section 3 of this Article.

Section 5: Voting. Unless specifically required by the Declaration, each Member shall be entitled to cast one vote for each Unit owned by that Member. If a Unit is owned by one person, his/her right to vote shall be established by the record title to the Unit. If a Unit is owned by more than one Person, or if a Unit is owned by a corporation, partnership, trust or any other organization, the vote for such Unit shall be exercised as such multiple Owners or representatives thereof, between or among themselves, determined; provided in no event shall more than one (1) vote be cast with respect to any Unit. In the event of disagreement among such multiple Persons or representatives of such corporation, partnership, trust or any other organization and an attempt by two (2) or more of them to cast such vote or votes, such Persons shall not be recognized, and such vote or votes shall not be counted. No Owner shall be eligible to vote, either in person or by proxy, if that Owner is shown in the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association or is under suspension for the infraction of any provision of the Declaration or any rule or provision of the Condominium Documents.

Section 6: Proxies. Votes may be cast in Person or by proxy as provided in the Act.

ARTICLE VI BOARD OF DIRECTORS

Section 1: Number. The business of the Association shall be managed by a Board of Directors of at least three (3) Directors nor more than nine (9) Directors, who shall serve without compensation. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties as a Director.

Section 2: Term of Office. Other than Directors appointed by Declarant, the Directors shall be elected as provided in this Declaration. Until termination of the Declarant's right to appoint officers and Directors, the term of each Director not appointed by the Declarant shall be one (1) year. Thereafter, Directors not appointed by the Declarant shall be elected for terms staggered on a one (1), two (2) and three (3) year basis. One (1) Director shall be elected for one (1) year, one (1) Director shall be elected for two (2) years and one (1) Director shall be elected for three (3) year. After the initial term of each such Director, all thereafter, Directors shall be elected for three (3) years terms. In the event that there are more than three (3) Directors, each additional Director shall be for three (3) year terms. The initial term of each Director above three (3) Directors, shall initially be determined by the Declarant or, if Declarant no longer is empowered to appoint Directors, then the initial terms of such Directors greater than three (3) shall be determined by those directors then serving. Each Director shall serve for the term set forth hereinabove and until his or her successor is duly elected and qualified, or until removed from office as provided herein.

Section 3: Qualifications. Each Director shall be a member (or if a Member is a corporation, partnership or trust, a Director may be an employee, officer, partner, beneficiary or trustee of such Member). If a Director shall cease to meet such qualifications during their term, he will thereupon cease to be a Director, and his place on the Board shall be deemed vacant. The requirements of this Section shall not apply to Directors appointed by the Declarant.

Section 4: Removal. Other than the Directors appointed by the Declarant, any Director may be removed from the Board, with or without cause, by concurrence of a two thirds (2/3) majority of the votes cast by the quorum present at any regular or special meeting of the Association called for that purpose.

Section 5: Vacancies. In the event of the death, resignation or removal of a Director, their successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of their predecessor.

ARTICLE VII
NOMINATION AND ELECTION OF DIRECTORS

Section 1: Nomination. Nomination for election to the Board shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting by a Member in good standing. The nominating committee shall be appointed by the Board of Directors at least sixty (60) days prior to each annual meeting and shall serve until such annual meeting has been concluded. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine but not less than the number of vacancies that are to be filled.

Section 2: Election. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of votes cast. Each person entitled to vote may cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

ARTICLE VIII
MEETING OF DIRECTORS

Section 1: Regular Meeting. Regular meetings of the Board of Directors shall be held at such times and places which are determined, from time to time, by a majority of the Association's Board of Directors. Notice of Regular meetings shall be given to each Director, personally or by mail, telephone or equivalent service, at least three (3) days prior to the date of any Regular meeting. Notice of meeting may be waived before or after any such meeting.

Section 2: Special Meetings. Special meetings of the Board of Directors may be held at the request of the President, Vice-President or Secretary, and must be held at the written request of two-thirds (2/3) of the Directors. Notice of special meetings shall be given to each Director, personally or by mail, telephone or equivalent service, at least five (5) days prior to the date of any special meeting. Such Notice shall state the time, date, place and purpose of the special meeting. Notice of meeting may be waived before or after any such meeting.

Section 3: Quorum. A quorum at Director's meetings shall consist of fifty (50%) percent of the votes thus represented of the entire Association's Board of Directors present at the beginning of a meeting. The acts approved by a majority of those Directors present at any meeting at which a quorum is present shall constitute the acts of the Association, except where approval by a greater number of Directors is required by the Declaration of Condominium or these By-Laws. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting until a quorum is present. Upon reconvening an adjourned meeting, any business called may be transacted without the necessity of providing any further notice.

Section 4: Action Taken Without A Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE IX
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1: Powers. The Board of Directors shall have the power to:

- (a) Elect and remove the officers of the Association;

2002-31612 Bg

- (b) Adopt and publish rules and regulations governing the use of the Common Elements and related facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (c) Suspend the right of a Member to vote during any period when such Member shall be in default in the payment of any assessments levied by the Association. Such right may also be suspended after notice and hearing, for a period not to exceed ninety (90) days, for infraction of published rules and regulations promulgated by the Board;
- (d) Engage the services of an agent, manager, independent contractors or employees as they deem necessary to maintain, repair, replace, administer and operate the Common Elements, or any part thereof, and manage all other affairs and business of the Association for all of the Members, upon such terms and for such compensation as the Board may approve. Any agreement for the services of any such agent, manager, independent contractor or employee shall provide for termination by the Association with or without cause, and without payment of a termination fee, upon thirty (30) days' written notice, and no such agreement shall be of a duration in excess of one (1) year, renewable by agreement of the parties for successive one (1) year periods;
- (e) Make repairs within the individual Condominium Units where such repairs are required for the welfare or safety of other Condominium Unit Owners, or for the preservation or protection of the Common Elements;
- (f) Grant or relocate easements over, across or through the Common Elements as the Board may determine to be beneficial to the Members;
- (g) Declare the office of a Member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board; and
- (h) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these By-Laws, the Articles of Incorporation or the Declaration.

Section 2: Duties. It shall be the duty of the Board of directors:

- (a) To cause to be kept a record of all acts and corporate affairs;
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided herein and in the Declaration:
 - (i) To fix the annual amount of each Assessment Unit at least thirty (30) days in advance of each annual assessment period, and
 - (ii) To send written notice of any change in assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period;

2002-31612 Bh

- (d) To issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of the payment of any assessment therein stated to have been paid;
- (e) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;
- (f) To cause all officers or employees having fiscal responsibilities to be bonded;
- (g) To cause the Common Elements to be maintained; and
- (h) To cause all other affairs and business of the Association to be properly conducted and administrated.

ARTICLE X
OFFICERS AND THEIR DUTIES

Section 1: Enumeration of Officers. The executive officers of the Association shall consist of a President, (who must also be a Director), a Vice-President, Treasurer, and Secretary.

Section 2: Election of Officers. The election of officers shall be made by a majority vote of the Board of Directors at the first meeting of the Board following each annual meeting of the Membership.

Section 3: Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise become disqualified to service.

Section 4: Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5: Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6: Vacancies. A vacancy in any officer may be filled by a majority vote of the quorum present of the Directors. The officer elected to such vacancy shall serve for the remainder of the term of the officer they replace.

Section 7: Multiple Offices. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 8: Duties. The duties of the officers are as follows:

- (a) President. The President shall be the Chief Executive Officer of the Association, and shall supervise and control all of the business and affairs of the Association. The President shall, when present, preside at all meetings of the Members and all meetings of the Board. The President may sign, with or without any other officer of the Association as authorized by the Board, deeds, mortgages, bonds, contracts or other officer or other instruments which the Board has authorized to be

executed, except where the signing and the execution thereof shall be expressly delegated by the Board or by these By-Laws to some other officer or agent of the corporation or shall be required by law to be otherwise signed or executed. The President shall have the power to appoint and remove one or more administrative Vice-Presidents of the Association and such other assistants to the various elected officers of the Association as is necessary of the accomplishment of their duties. In general, the President shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board.

(b) Vice-President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice-President, or if there is more than one Vice-President, the Senior Vice-President, shall perform the duties of the President, and when so acting shall have all the powers, of, and be subject to, all the restrictions upon the President. Otherwise, such Senior and other Vice-Presidents shall perform only such duties as may be assigned by the President or by the Board.

(c) Secretary. The Secretary shall keep the minutes of the meetings of the Members and the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws, or as required by law; be custodian of the records of the Association except those of the Treasurer, keep or cause to be kept under their general supervision by a registrar or transfer agent appointed by the Board, a register of the name and post office address of each Member as furnished by such Member; have general charge of the transfer books of the corporation; and in general perform all duties incidental to the office of the Secretary and such other duties as may be assigned to them by the President or by the Board.

(d) Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Association; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all monies in the name of the Association in such banks, trust companies or other depositories as shall be directed by the Board; shall sign all checks and promissory notes of the Association except in those instances where the Board has delegated the authority to sign checks to a managing agent employed by the Association; shall keep proper books of account; shall cause an annual audit of the books of the Association to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at the regular annual meeting of the Members, and shall deliver a copy of such to the Members. The duties of the Treasurer may be performed by the managing agent.

Section 9: Committees. The Board shall appoint an Architectural Committee, as provided in the Declaration, and a nominating committee, as provided in these By-Laws. In addition, the Board shall appoint other committees as the Board may deem appropriate to carry out the purposes of the Association.

ARTICLE XI BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be

2002-31612 Bjo

available for inspection by any Member at the principal office of the Association; a copy shall be provided initially for the Owners of each Unit, and additional copies shall be made available for purchase by Members at reasonable costs.

ARTICLE XII
COMMON EXPENSES

Section 1: Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray Common Expenses.

Section 2: Assessments.

- (a) All Owners shall be obligated to pay the estimated assessments imposed by the Board of Directors of the Association to meet the Common Expenses. The Common Expenses of the Association shall be assessed among all of the Condominium Unit Owners in accordance with the Owner's share in the Common Elements as set forth in Article III of this Declaration. Assessments for the estimated Common Expenses of the Association shall be due in advance on the first day of each calendar month or less frequently as may be determined by the Board of Directors. The method of assessment described herein may not be amended without the written approval of two-thirds (2/3) of the owners of the individual Condominium Units.
- (b) Each Unit Owner's obligation of payment of assessments shall begin on the first day of the month in which the closing of the purchase of the Condominium Unit occurs.
- (c) In the event the ownership of a Condominium Unit, title to which is derived from Declarant, commences on a day other than the first day of the assessment period, the assessment for that period shall be prorated. The Declarant is not exempt from any and all assessments.
- (d) Assessments shall be based upon the cash requirements deemed to be such aggregate sum of the Board of Directors of the Association shall from time to time determine is to be paid by all of the Condominium Unit Owners, excluding Declarant, to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the Common Elements which are the responsibility of the Association, and the real property and improvements owned thereby, which sum may include, but shall not be limited to, expenses of management, taxes and special assessments until separately assessed; snow removal and road repair; premiums for insurance, landscaping and care of grounds, common lighting and heating, repairs and renovations, trash and garbage collections, wages, common water and sewer charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent, if any, on behalf of the Unit Owners under or by reason of the Declaration and By-Laws of the Association for the creation of a reasonable contingency, reserve, working capital and sinking funds as well as other costs and expenses relating to the Common Elements.
- (e) Pursuant to the provisions of the Declaration and By-Laws, the Board of Directors may levy such assessments for the purpose of defraying the cost of repair or reconstruction of the improvements in the event of their damage.

2002-31612BK

(f) The Association by its Board of Directors may levy a special assessment against any individual Unit or any Unit Owner for the reasonable expenses incurred in the reconstruction or repair to the Common Elements, Limited Common Elements, the individual Unit or any Unit Owner for damage or destruction caused by said individual unit owner's misconduct, negligence or infraction of the published rules and regulations of the Association.

(g) The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or release of the owner's obligation to pay the same.

(h) The Association shall have all of the powers of the Association enumerated in the Act.

(i) Within thirty (30) days after adoption of any proposed Budget for the Condominium, the Board of Directors shall provide a summary of the Budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the Budget, which date shall not be less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all the Unit Owners, or any larger vote specified in the Declaration, reject the Budget, the Budget is ratified, whether or not a quorum is present. In the event the proposed Budget is rejected, the periodic Budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors.

Section 3: Association Lien for Non-Payment of Common Expenses.

(a) All sums assessed by the Association but unpaid for the share of Common Expenses chargeable to any Condominium Unit shall constitute a lien on such Unit superior to all other liens and encumbrances, except only for tax and special assessment liens of the Condominium Unit in favor of any assessing entity, and all sums unpaid on a First Mortgage of record, including all unpaid obligatory sums as may be provided by such encumbrances. To evidence such lien, the Board of Directors shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of accrued interest and late charges thereon, the name of the owner of the Condominium Unit and a description of the Condominium Unit. Such notice of lien shall be signed by one of the members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and shall be recorded in the Recorder's Office for Sarpy County, Nebraska. Such lien shall attach and be effective from the due date of the assessment until all sums, with interest and other charges thereon, shall have been fully paid.

(b) Such lien may be enforced by the foreclosures of the defaulting owner's Condominium Unit by the Association in the manner of a deed of trust or mortgage on real property upon the recording of a notice of claim thereof. In any such proceedings, the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien, and in the event of foreclosure, all additional costs, all expenses and reasonable attorney's fees incurred. The Owner of the Condominium Unit being foreclosure shall be required to pay the Association the monthly assessment for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a receiver during foreclosure. The Association shall have the power to bid

2002-31612B1

on the Condominium Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey and otherwise deal with the same.

(c) Any Mortgagee holding a lien on a Condominium Unit may pay, but shall not be required to pay, any unpaid Common Expenses payable with respect to such Unit, and upon such payment, such encumbrancer shall have a lien on such Unit for the amount paid of the same rank as the lien of this mortgage or encumbrance within the necessity of having to record a notice of claim of such lien. Upon request of a Mortgagee, the Association shall report to the Mortgagee of a Condominium Unit any unpaid assessments remaining unpaid for longer than thirty (30) days after the same is due; provided, however, that a Mortgagee shall have furnished to the Association notice of such encumbrance.

(d) The recorded lien may be released by recording a Release of Lien signed by one of the Members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and shall be recorded in the Recorder's Office for Sarpy County, Nebraska.

(e) Notwithstanding any of the foregoing provisions, any Mortgagee who obtains a title to a Condominium Unit pursuant to the remedies set forth in its mortgage or deed of trust shall take title to the Unit free and clear of all common expense assessments levied thereon prior to such transfer of title and free and clear of all liens created as a result of such assessments.

ARTICLE XIII INDEMNIFICATION

Section 1: General. The Association shall indemnify and hold harmless each of its Directors and Officers, each member of any committee appointed by the Board, and Declarant, against any and all liability arising out of any acts or the Directors, Officers, Committee Members, Board, or Declarant or arising out of their status as Directors, Officers, Committee Members, or Declarant, unless any such act is a result of gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses including, by way of illustration but not of limitation, attorney's fees and costs reasonably incurred in connection with the defense of any claim, action or proceeding, whether civil, criminal, administrative or other, in which any such Director, Officer, Committee Member, or Declarant may be involved by virtue of such person having the status of a Director, Officer, Committee Member, or Declarant, provided, however, that such indemnity shall not be operative with respect to any matters to which such person shall have been finally adjudged in such action or proceeding to be liable for gross negligence or criminal intent in the performance of his duties.

ARTICLE XIV AMENDMENTS

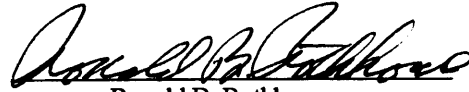
These By-Laws may be changed, modified or amended, at a regular or special meeting of the Members, by seventy-five (75%) percent of the votes entitled to be cast by the Members at a regular or special meeting called for that purpose.

ARTICLE XV MISCELLANEOUS

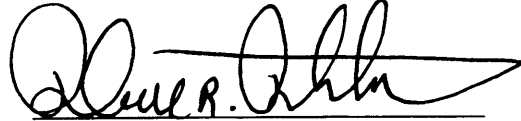
The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

2002-31612Bm

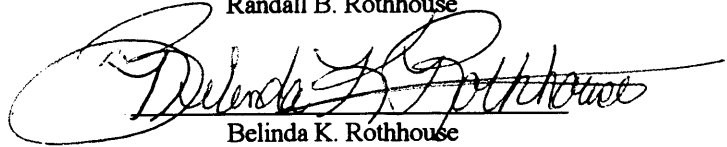
IN WITNESS WHEREOF, the undersigned, constituting all of the Directors of the executive Board, have approved these By-Laws this 24th day of June, 2002.



Ronald B. Rothhouse



Randall B. Rothhouse



Belinda K. Rothhouse

2002-31612 Bn

EXHIBIT "C"

ALLOCATED SHARE OF COMMON ELEMENTS

There are three (3) levels to this condominium project. Level one (1) contains the garages; Levels two (2) and three (3) contain the apartment units.

The 1,612 s.f. units 201, 205, 206, 210, 301, 305, 306 and 310 are three-bedroom units, as shown on Exhibits A-8 through A-11 of the Master Deed, containing 2,235 square feet each, which includes the square footage contained in the garage, storage area and apartment, or each unit represents 2.01391 % of the entire property.

The 1,655 s.f. units 202, 204, 207, 209, 302, 304, 307 and 309 are three-bedroom units, as shown on Exhibits A-12 through A-16 of the Master Deed, containing 2,280 square feet each, which includes the square footage contained in the garage, storage area and apartment, or each unit represents 2.05446 % of the entire property.

The 2,088 s.f. unit 208 is a three-bedroom unit, as shown on Exhibit A-17 of the Master Deed, containing 2,809 square feet, which includes the square footage contained in the garage, storage area and apartment, or the unit represents 2.53114 % of the entire property.

The 1,606 s.f. units 203 and 303 are three-bedroom units, as shown on Exhibit A-18 of the Master Deed, containing 2,305 square feet each, which includes the square footage contained in the garage, storage area and apartment, or each unit represents 2.07700 % of the entire property.

The 1,896 s.f. unit 308 is a three-bedroom unit, as shown on Exhibit A-19 of the Master Deed, containing 2,609 s.f., which includes the square footage contained in the garage, storage and apartment, or the unit represents 2.35092 % of the entire property.

The common area is 64,830 square feet, which represents 58.41698 % of the entire property. Therefore, on a breakdown, the following percentages apply:

1. Units 201, 205, 206, 210, 301, 305, 306 and 310 including garage and storage area, equal 16.11128 % of the entire property.
 2. Units 202, 204, 207, 209, 302, 304, 307 and 309 including garage and storage area, equal 16.43568 % of the entire property.
 3. Unit 208 including garage and storage area, equals 2.53114 % of the entire property.
 4. Units 203 and 303 including garage and storage area, equal 4.15400 % of the entire property.
 5. Unit 308 including garage and storage area, equals 2.35092 % of the entire property.
 6. The common area equals 58.41698 % of the entire property;
- which totals 100 % of the entire property.

2002-31612.BP

COMPUTATIONS FOR PRECEDING SQUARE FOOTAGE AND PERCENTAGES

Lot: 442' x 164'
(includes 19,245 s.f. ground floor level) = 72,488 s.f.
Second floor level total area = 19,245 s.f.
Third floor level total area = 19,245 s.f.

Total project area = 109,978 sf.

Each Unit:

Three-bedroom (1,612 s.f.)
Including garage and storage = 2,235 s.f. - 110,978 s.f. = 2.01391 %

Three-bedroom (1,655 s.f.)
Including garage and storage = 2,280 s.f. - 110,978 s.f. = 2.05446 %

Three-bedroom (2,088 s.f.)
Including garage and storage = 2,809 s.f. - 110,978 s.f. = 2.53114 %

Three-bedroom (1,606 s.f.)
Including garage and storage = 2,305 s.f. - 110,978 s.f. = 2.07700 %

Three-bedroom (1,896 s.f.)
Including garage and storage = 2,609 s.f. - 110,978 s.f. = 2.35092 %

Common Area:

110,978 s.f. - (8 x 2,235 s.f.) - (8 x 2,280 s.f.) - (1 x 2,809 s.f.)
- (2 x 2,305 s.f.) - (1 x 2,609 s.f.) =

110,978 s.f. - 17,880 s.f. - 18,240 s.f. - 2,809 s.f. - 4,610 s.f. -
2,609 s.f. =

110,978 s.f. - 46,148 s.f. = 64,830 s.f. - 110,978 s.f. = 58.41698 %

Summary:

8 units (1,612 s.f.) x 2.01391 % = 16.11128 %

8 units (1,655 s.f.) x 2.05446 % = 16.43568 %

1 unit (2,088 s.f.) x 2.53114 % = 2.53114 %

2 units (1,606 s.f.) x 2.07700 % = 4.15400 %

1 unit (1,896 s.f.) x 2.35092 % = 2.35092 %

Common Area (58,191 s.f.) = 58.41698 %

Total project area = 100.00 %