



DEED 2003138864



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RICHARD M. TAKECHI
RECORDING OFFICE

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MASTER DEED AND DECLARATION

CREATING

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JACKSON SQUARE CONDOMINIUM PROPERTY REGIME

THIS MASTER DEED AND DECLARATION, made this 18th day of July, 2003, by Thomas H. Penke, Trustee (hereinafter designated "Declarant"), for himself his successors, grantees and assigns.

WITNESSETH:

ARTICLE I

PURPOSE AND NAME

The purpose of this Master Deed and Declaration is to submit the realty (the "Property"), to the condominium form of ownership in the manner provided by Nebraska Condominium Act to be known and identified as Jackson Square Condominium Regime (the "Condominium Regime").

ARTICLE II

PROPERTY SUBMITTED

The realty, represented by land and improvements thereon, owned and submitted by the Declarant and which shall constitute the Condominium Regime is described as follows:

The East one half (1/2) of Lot Three (3), Block 4, Kountze and Ruth's Addition, an Addition to the City of Omaha as surveyed, platted and recorded in Douglas County, Nebraska.

ARTICLE III

DEFINITIONS

Except as otherwise provide, the definitions set forth in the Nebraska Condominium Act of the State of Nebraska shall govern the Master Deed and Declaration, the Bylaws of the "Association", as hereinafter defined, and the Condominium Regime.

ARTICLE IV

DESCRIPTION OF REGIME: SITE AND FLOOR PLANS

The Condominium Regime will consist of a building having a basement, sub-basement, three stories above street level and entirely covering the East one-half (1/2) of Lot 3, Block 4, Kountze and Ruth's Addition, an Addition to the City of Omaha, as

1
L1166

surveyed, platted and recorded in Douglas County, Nebraska which has an area of 4,000 square feet. There shall be seven (7) units situated above street level which shall at all times be used for residential purposes. The area and location of the units and of the general and limited common area are more particularly described in building plans attached hereto as Exhibit "A". The designation of each unit, its location, dimensions and approximate area and common elements to which it has immediate access, and other data concerning its proper identification are set forth in the site and floor plans marked Exhibit "A" and attached hereto and made a part hereof. Each unit is bounded both as to horizontal and vertical boundaries by the interior surface of its perimeter walls, ceilings and floors which are shown on such plans, subject to encroachments as are contained in the building, whether the same now exists or may be caused or created by construction, settlement or movement of the buildings or by permissible repairs, construction or alteration.

ARTICLE V

THE UNIT AND UNIT DIMENSIONS

The term "unit" shall mean and include:

- (a) The area measured horizontally to and including the inside surface of the brick walls on all brick walls or the back side of the drywall in the case of drywall stud partition common walls or walls separating a unit from a common area and vertically from the upper surface of the wood sub-floor or concrete floor which constitutes the floor level (in the case of units 4, 5 and 7, the lower of the two floor levels in the unit) to underside surfaces of floor joists and decking above the ceiling of the unit, or in the case of units 4, 5 and 7 the underside surface of the roof joists and roof decking.
- (b) Screening, windows and frames and all hallway doors.
- (c) Repair, replacement or maintenance of any heating, air conditioning, ventilation equipment, duct work, utility lines within the unit or in or on a common area, shall be the responsibility of that unit owner whether a part of that unit or a limited common element allocated solely to that unit under Article VII.

ARTICLE VI

GENERAL COMMON ELEMENTS

Except as expressly limited by Article VII, the general common elements are described as follows:

- (a) The land on which the building stands and the surrounding land embraced within the legal description set forth in Article II above;
- (b) All foundations, columns, girders, beams and supports;
- (c) All exterior walls of the building except that the exterior screening, windows and frames, decks, storm doors, and exterior doors of a unit shall not be deemed general common elements;
- (d) The structure and/or brick works of all walls and or partitions separating units from corridors, stairs, other units or mechanical equipment chases; the structure of all wood or concrete floor and ceilings;
- (e) Roofs, including the canopy roof structure over the portion of front porch which is a part of the Regime, halls, corridors, lobbies, laundry area, stairs, stairways, (including the structural support for hallways, stairs and stairways) and entrances to and exits from the building, except those interior to or employed exclusively in conjunction with Units 2 and 6; and those interior to units 1, 3, 4, 5 and 7.

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(f) All central and appurtenant installation for services such as power, light, telephone, cable television, internet access, gas, water, (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in common areas or in units) and all other mechanical equipment spaces but not any services or mechanical equipment serving only one unit;

(g) All sanitary drainage pipes below the point at which they serve more than one unit, all storm drainage pipes and guttering and exterior canopies and their structural support;

(h) Exterior water taps, if any, which may be used by the "Association" as hereafter defined, for watering and maintenance of common areas;

(i) The utility and storage area as shown on the attached plats and plan; provided, however, that each unit shall be allocated a separate secure storage area.

(j) All other parts of the Condominium Regime and all apparatus and installations existing in the building or on the property not located within or serving any one unit alone; not specifically designated as limit common elements; and which are necessary or convenient to the existence, maintenance, or safety of the Condominium Regime.

ARTICLE VII

LIMITED COMMON ELEMENTS

(a) Elements limited to units 1-7:

1) The interior surfaces of the lobby, hallways and stairways leading from the entrance to units 1-7 including interior drywall, carpet, intercom system, electrical fixtures, equipment, and service serving said lobby, stairways and hallway, doors and glass in said stairway and hallway. The limited common elements do not include the structure of the lobby, stairways, hallway floor, walls or ceiling, which structural items are general common elements.

(b) Elements limited to unit 2

1) The stoop, porch and exterior doors serving same.

(c) Any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture or mechanical equipment whether lying partially within and partially outside or wholly outside the designated boundary of a unit, which serves only one unit shall be a limited common element allocated solely to that unit.

ARTICLE VIII

REPAIR OF EXTERIOR APPURTENANT TO UNITS

Each owner of a unit shall be responsible for the repair, maintenance and replacement of all screening, windows, decks, deck railings, hall doors, exterior doors, and storm doors which are appurtenant to each owner's unit. If any owner fails to repair, maintain, paint, finish, or replace the above items as set forth in this Master Deed and Declaration the Association may perform such work, invoice the owner for the cost thereof and secure and enforce a claim or lien therefore against the co-owner and his unit in like manner as the delinquent assessment for common element expense.

ARTICLE IX

TOTAL VALUES, UNIT DESIGNATION, VOTING, BASIC VALUES AND
PERCENTAGE INTEREST IN EXPENSES AND COMMON ELEMENTS

The total value of the entire Condominium Regime is One Hundred Thousand Dollars (\$100,000.00). The basic value of each condominium unit in the Condominium Regime, the approximate area of each unit, the percentage which each unit shall share in the expense of, and the rights, in common elements listed in Article VI, and the votes each owner of a unit is entitled to are as follows:

<u>(a) Unit</u>	<u>Basic Value</u>	<u>Area Sq. Ft.</u>	<u>% Expense in & Rights in Common Elements except Limited Common Elements</u>	<u>Votes</u>
1	\$25,970.00	1,947	25.97%	25.97
2	\$8,940.00	670	8.94%	8.94
3	\$8,260.00	619	8.26%	8.26
4	\$16,980.00	1,273	16.98%	16.98
5	\$12,840.00	963	12.84%	12.84
6	\$9,550.00	716	9.55%	9.55
7	<u>\$17,460.00</u>	<u>1,309</u>	<u>17.46%</u>	<u>17.46</u>
TOTAL	\$100,000.00	7,497	100.00%	100.00

The percentage which each unit shall share in the rights in and the expense of the Limited Common Elements listed in Article VII (a) us as follows:

<u>Unit</u>	<u>Percentage</u>
1	14.285%
2	14,285%
3	14.285%
4	14.285%
5	14,285%
6	14.285%
7	14,285%
TOTAL	100.00

The percentage which each unit shall share in the rights in and the expense of the Limited Common Elements described in Article VII (b) is as follows;

<u>Unit</u>	<u>Percentage</u>
2	100%
TOTAL	100.00

Each unit shall pay 100% of any expense connected with any Limited Common Element allocated solely to that unit as described in Article VII.

ARTICLE X

COVENANTS, CONDITIONS AND RESTRICTIONS

The following covenants, conditions and restrictions relating to this Condominium Regime shall run with the land and bind all owners of units in the Condominium Regime, tenants of such owners, employees and any other person who use the Condominium Regime, including the persons who acquire the interest of any owner through foreclosure, enforcement of any lien or otherwise;

(a) The Jackson Square Condominium Association shall be organized to provide a vehicle for the management of the Condominium Regime. Each owner of a unit in the Condominium Regime shall automatically be deemed a member of the Association.

(b) The general common elements are for the use and enjoyment of all owners. The limited common elements to which less than all units have access shall be for the exclusive use of such owners of the respective unit or units.

(c) The ownership of the common elements, both general and limited, shall remain undivided, and no person or owner shall bring any action for the partition or division of the common elements. The phrase "common elements" used in this Master Deed and Declaration shall include both general and limited common elements unless otherwise specified. The Association shall from time to time establish rules and regulations for the use of the common elements, and all owners and users shall be bound thereby. The Association shall have the sole jurisdiction over and responsibility of making alterations, improvements, repairs and maintenance of the common elements. The share of an owner in a common element is appurtenant to his or her unit and inseparable from unit ownership. Assessments against owners for insurance, common elements expenses and reserves and for other expenses incurred by the Association shall be made pursuant to the Bylaws. Assessments paid within ten (10) days after the date when due shall not bear interest, but all sums not paid within said ten (10) day period shall bear interest at the highest legal interest rate at which individuals may contract under the laws of this state from due date until paid. If any owner shall fail or refuse to make any payment of such assessments when due, the amount thereof plus interest shall constitute a lien upon such owner's interest in his or her unit and in the property, as defined in Section 76-874 R.R.S. Nebraska, and, upon the recording of such lien by the Association in the office of Register of Deeds of Douglas County, Nebraska, such amounts shall constitute a lien prior and preferred over all other liens and encumbrances except assessments, liens and charges for taxes due and unpaid on the unit and except prior duly recorded mortgage and lien instruments.

(d) The owner of the unit shall be responsible:

- (1) To maintain, repair and replace to his or her expense all portions of his or unit to the extent the same is not included in the definition and context of common elements.

(2) To refrain from painting, decorating or changing the appearance of any portion of the exterior of the condominium building or unit, without the prior written approval of the Association and Declarant or Declarant's successors.

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

(e) Each unit shall be used and occupied only by one (1) family (as defined in Section 55-19 of the Omaha Municipal Code), its servants and guests, as a residence and for no other purpose; provided, however, Declarant reserves the right to develop a portion of the ground level floor of phase II of the Jackson Square Condominium Regime (614 South 18th Street) for commercial uses and specifically is contemplating a restaurant. Any commercial use of real estate in phase II will be in compliance with all applicable laws, zoning ordinances and governmental regulations. No unit may be subdivided or any portion thereof sold or transferred without first amending this Master Deed and obtaining the written consent of the Association, setting forth the change in the unit to be subdivided.

(f) No practice or use shall be permitted on the Condominium Regime or any unit which shall constitute a nuisance to other owners or residences and which shall interfere with their peaceful use and enjoyment of their unit. All portions of the Condominium Regime and of each unit shall be kept in a safe condition and no use thereof shall be made which constitutes a violation of any laws, zoning ordinances, governmental regulations or regulations of the Association.

(g) No owner may sell or lease his or her unit or any interest therein unless he or she shall have given to the Association, at least five (5) days prior to closing of such sale or lease, a written notice specifying the name and current address of such buyer or lessee. The above provisions regarding notice of transfer shall not apply to the acquisition of ownership through foreclosure of a mortgage upon a unit.

(h) Unless a greater number is required by law, owners of units representing two-thirds (2/3) or more of the total basic value of the Condominium Regime may at any time in writing duly acknowledged and recorded in the Office of the Register of Deeds of Douglas County, Nebraska, effect an amendment to the Bylaws which are hereto attached and as the same may, from time to time, have been amended. Unless a greater number is required by law, owners representing three-fourths (3/4) or more of the total basic value of the Condominium Regime may in writing duly acknowledged and recorded in the office of the Register of Deeds of Douglas County, Nebraska, effect an alteration, deletion or amendment to this Master Deed and Declaration, as the same may have been amended from time to time, except that subparagraph (b) of this Article XII may not be altered without the assent of the Declarant and four-fifths (4/5) of the value of the Regime. Changes shall not bind any then existing mortgage holders of record unless they shall likewise consent to such change in writing.

(i) This Condominium Regime may be terminated or waived by written agreement of owners representing four-fifths (4/5) consent of all lienholders of record; which agreement shall be acknowledged and recorded in the office of the Register of Deeds of Douglas County, Nebraska, and termination shall be effective as of recording date. A termination agreement may specify that all or part of the units and common areas be sold following termination. If the real estate constituting the condominium is not sold following termination the unit owners shall become tenants in common, and while the tenancy in common exists each unit owner and his or her successors in interest shall have an exclusive right to occupancy of that portion of the real estate formerly constituting his or her unit.

In no event may any part of the Property be sold or otherwise disposed of without the prior termination or waiver of the Condominium Regime, unless sale or disposition is approved in writing by owners representing one hundred percent (100%) of the total

basic value of the Condominium Regime and by the holders of all mortgages of record covering any units within the Condominium Regime. Notwithstanding any provision in the Bylaws, there shall be no reduction or deletion or conveyance of the common elements without the prior written consent of the holders of all mortgages of record against any units within the Condominium Regime.

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

(1) To an owner at his last known address on the books of the Association.

(2) To the Condominium Regime or the Association at the registered office of the Association.

(k) Declarant reserves the right to use any units owned by it as models or to lease for residential purposes units 1-7 until completion of sales by Declarant of all units in the Condominium Regime.

(l) Notwithstanding any provision contained in this Master Deed and Declaration or in the attached Bylaws, Exhibit "B", no modification to the exterior of the building constituting the subject matter of the Condominium Regime shall be made at any time without prior written approval of the Declarant, or its successor or assigns. This covenant restriction and condition shall not be subject to modification without written consent of the Declarant.

(m) At no time shall more than two units be rented, leased or subleased and not occupied by the owner of the unit. It is the intent of the Declarant that at least seventy percent (70%) of the units be owner-occupied at all times.

(n) Household pets will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time to time. Outside use and storage of barbecue grills will be subject to regulation, restriction or exclusion by the Association.

ARTICLE XI

SEPARATE TAXATION

Declarant shall give written notice to the County Assessor of Douglas County, Nebraska, of the creation of the Condominium Regime so each unit in the Condominium Regime, including the undivided interest in the common elements appurtenant thereto, shall be deemed a parcel and subject to separate assessment and taxation.

ARTICLE XII

RESERVATION IN DECLARANT

(a) The Declarant reserves, without assent of owners of units, the right to establish easements, reservations, exceptions and exclusions consistent with the condominium ownership of the Condominium Regime and for the best interests of all the owners in the Condominium Regime, and to supplement or amend this Master Deed and Declaration, or as amended, or the attached Bylaws, or as amended, until December 31, 2004 or until Declarant releases control of the Association.

(b) Declarant further reserves the right so long as it is the owner of any unsold unit to change the layout of such unit. Declarant also reserves the right to change the size of the unsold units by adding a part of one to another and to divide any unsold unit into not more than two smaller units. In case of any such changes, the participation in the assessments made and the percentage of interest in the common element of such affected units the Declarant will, at its sole expense, record and file any and all

amendments to the Master Deed and Declaration and plans required by reason of a change in the size or layout of a unit as provided this article.

(c) The Declarant reserves the right to add to the Condominium Regime the three story building to the south of 612 South 18th Street and legally described as the East one-half (1/2) of Lot Four (4), Block 4, Kountze and Ruth's Addition, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, and commonly known as 614 South 18th Street, Omaha, Nebraska (phase II) and the three story building to the west of 612 South 18th Street and legally described as the West one-half (1/2) of Lot Three (3), Block 4, Kountze and Ruth's Addition, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, and commonly known as 609 South 19th Street, Omaha, Nebraska. (phase III) In the event Declarant exercises this right, then the general common element expense as described in Article IX shall be adjusted accordingly based upon each unit's square footage as a percentage of the total improved unit square footage for phases I, II and III.

ARTICLE XIII

PARKING

Owners of units in the Jackson Square Condominium Regime are hereby granted a license to park on Declarant's lot south of the subject real estate at no charge until such time as Declarant commences construction of a parking facility. During the construction period for the parking facility Declarant shall secure for Jackson Square unit owners, at no charge or expense to Jackson Square unit owners, a license or permit for parking spaces on the real estate north of the subject real estate, that is, Lot 2, Block 4, Kountze and Ruth's Addition. At such time as Declarant completes his parking facility south of the subject real estate, a unit owner of the Jackson Square Condominium Regime shall have the first option, before all other potential purchasers, to lease or license parking spaces in the parking facility. The rental, lease or license fee per parking space has yet to be determined. There will be no additional charge for a unit owner's option right. The option right to rent, lease or license a parking space in the parking facility is personal to a unit owner of the Jackson Square Condominium Regime and is not assignable. Each unit owner is entitled to one parking space and the following unit owners are entitled to two spaces: 1, 4 and 7.

ARTICLE XIV

EASEMENTS

(a) Easements are hereby reserved and granted from and to Owner and each owner of a unit for encroachment if any part of a unit encroaches upon any other unit or the common elements or if any such encroachment shall hereafter occur due to the settling or shifting of the building or for any other reason, or if such building is repaired or rebuilt after damage or destruction. The Association shall have an easement in and upon each unit for the performance and repairs upon the common elements and for emergency repairs to any part of the unit.

(b) Easements are hereby reserved and granted from and to owner and each owner of a unit as to that part of Unit 2 which lies on the front porch of the Condominium Regime.

ARTICLE XV

PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES, AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS

Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, cables conduits, public utility lines and other common elements located in any of the other units and serving his or her unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cable, wires, conduits, public utility lines and other common elements serving such other

units and located in such unit. The Board of Directors of the Association shall have a right of access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common elements contained therein or elsewhere in the building constituting a part of the Condominium Regime.

ARTICLE XVI

SUBJECT TO MASTER DEED AND DECLARATION, BYLAWS AND RULES AND REGULATIONS

All present and future owners, tenants and occupants of units shall be subject to, and shall comply with the provisions of this Master Deed and Declaration, the Bylaws, and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Master Deed and Declaration, the Bylaws, and the Rules and Regulations, as they may be amended from time to time are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

ARTICLE XVII

ALTERATIONS AND TRANSFER OF INTERESTS

The common elements appurtenant to each unit shall have a permanent character and shall not be altered without the consent of all the units affected and expressed in an amendment to this Master Deed and Declaration duly recorded. The common elements and easements shall not be separated from the unit to which they appertain and shall be deemed to be conveyed, leased or encumbered with such unit even though such interest or easements are not expressly mentioned or described in the conveyance or other instrument.

ARTICLE XVIII

AMENDMENT OF MASTER DEED AND DECLARATION

After December 31, 2004 or at such time as Declarant releases control of the Association, whichever first occurs, this Master Deed and Declaration may be amended by the vote of three-fourths (3/4) or more of the total basic value of the Condominium Regime, case in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws. No such amendment shall be effective until recorded in the Register of Deeds of Douglas County, Nebraska.

ARTICLE XIX

INVALIDITY

The invalidity of any provision of this Master Deed and Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and Declaration and, in such event, all the other provisions of the Master Deed and Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE XX

WAIVER

No provisions contained in the Master Deed and Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE XXI

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed and Declaration nor the intent of any provision thereof.

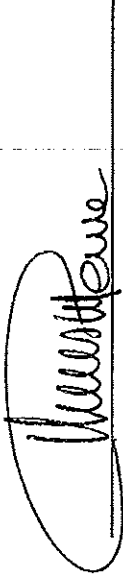
ARTICLE XXII

GENDER

The use of the masculine gender in this Master Deed and Declaration shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, whenever the context so requires.

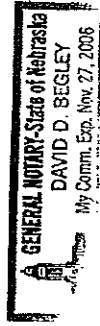
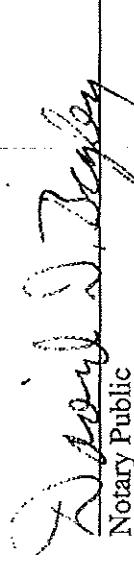
EXECUTED the date and year first above written.

THOMAS H. PENKE, Trustee



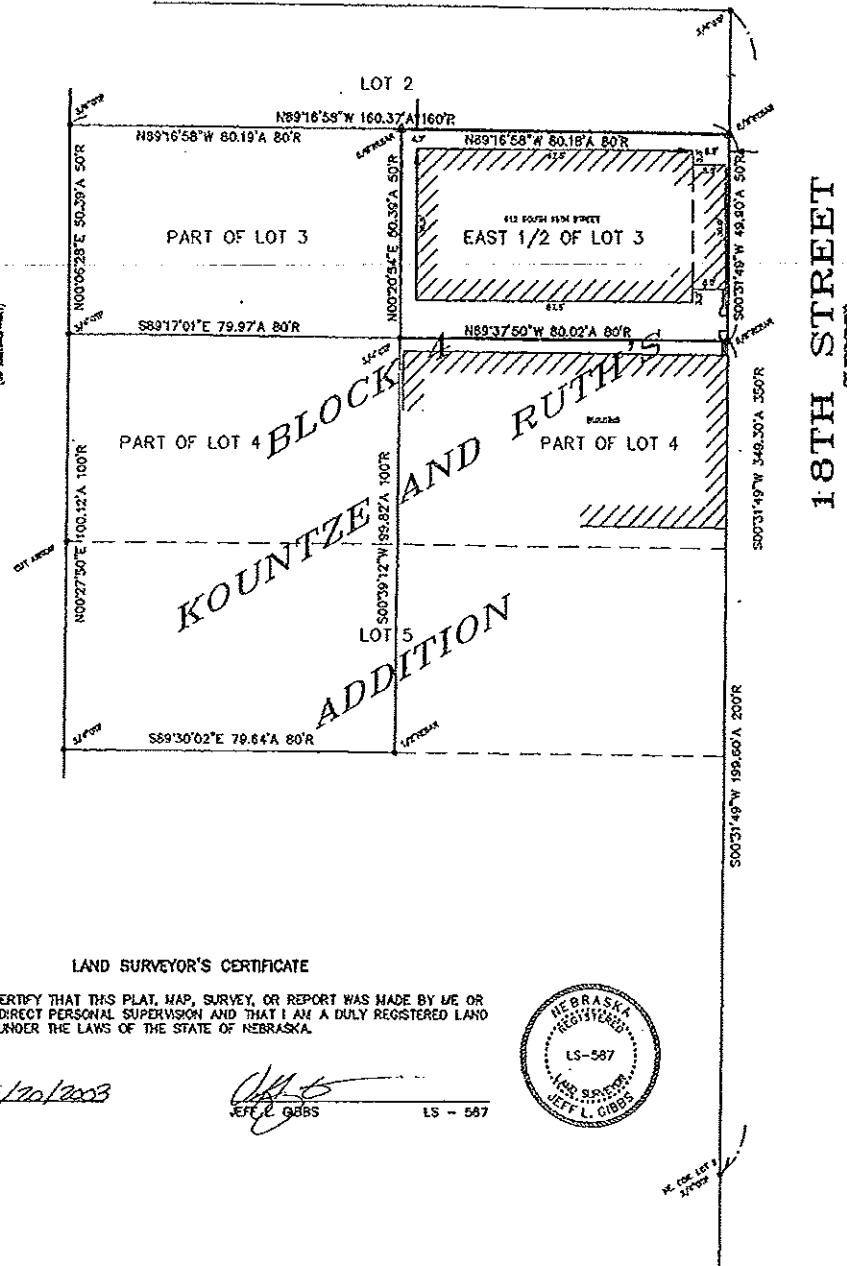
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

18th day of 6 JULY, 2003, by Thomas H. Penke, Trustee.

Notary Public

19TH STREET



NORTH

SCALE 1" = 20'



LEGEND

- Δ - SET SURVEY POINT
 * - FOUND SURVEY POINT
 + - TEMPORARY CONTROL POINT (T.O.P.)
 (12" LONGSHAKE SPIKE TIP.)
 C.I.P. - CRAWLED TOP PIPE
 O.T.P. - OPEN TOP PIPE
 S.D.H. - STAR DRILL HOLE
 "X" - CHISELED "X" IN CONCRETE
 P - PLAT DISTANCE
 A - ACTUAL DISTANCE
 R - RECORDED DISTANCE
 C - CALCULATED DISTANCE
 RAD - RADIUS OF CURVE

LEGAL DESCRIPTION

THE EAST ONE HALF (1/2) OF LOT THREE (3), BLOCK 4, KOUNTZE AND RUTH'S
ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND
RECORDED, IN DOUGLAS COUNTY, NEBRASKA.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT, MAP, SURVEY, OR REPORT WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

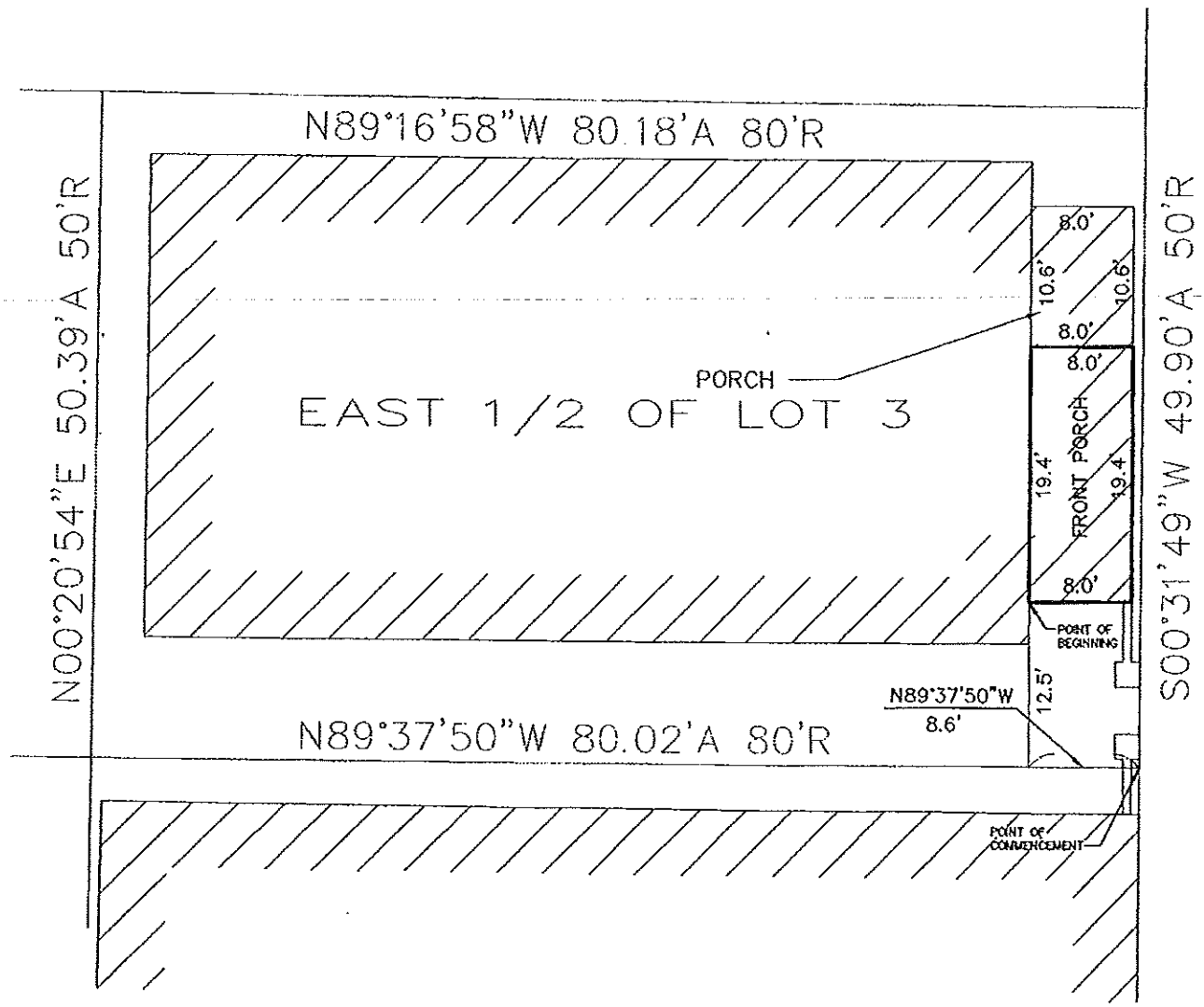
DATE: 05/20/2003

JEFF L GIBBS

LS - 587



PROJECT NO. EGA031134	
REV/DATE	BY
DESCRIPTION	DATE
NO.	
 EHRHART GRIFFIN & ASSOCIATES	
3913 Durbin Street Omaha, Nebraska 68121 402 / 551-0651	
• ENGINEERING • PLANNING • LAND SURVEYING	
612 SOUTH 18TH STREET CONDOMINIUM ASSOCIATION BOUNDARY SURVEY 612 SOUTH 18TH STREET OMAHA, NEBRASKA	
DATED 03/04/2003 DESIGNED BY DRAWN BY CHECKED BY CREW EXX	
SHEET NO. 1 OF 1	



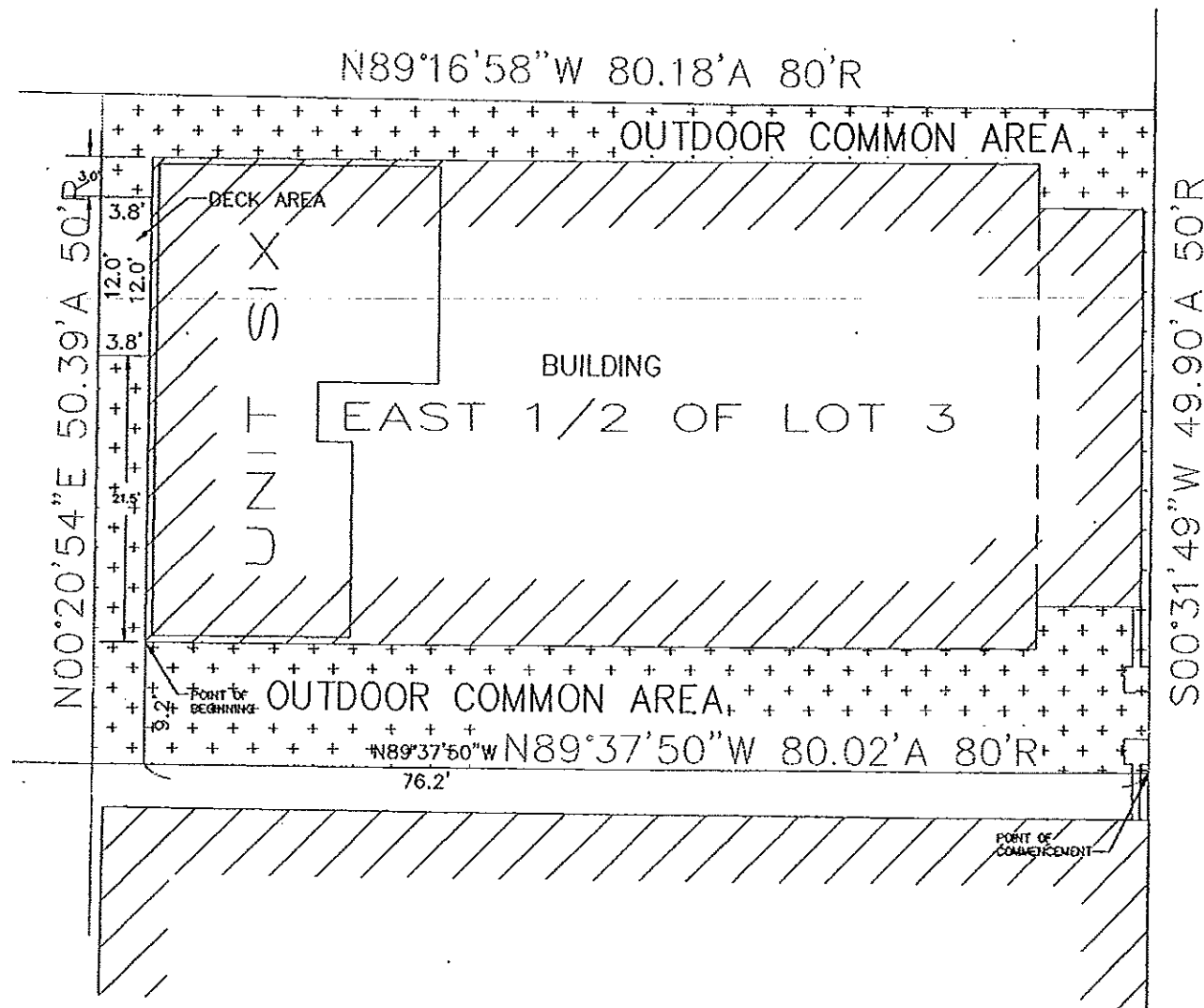
NORTH

SCALE 1" = 10'

LEGAL DESCRIPTION

ALL THAT AREA LYING WITHIN A VERTICAL SPACE BOUNDED BY THE UPPER SURFACE OF THE WOOD SUBFLOOR OR CONCRETE FLOOR WHICH CONSTITUTES THE FIRST FLOOR LEVEL TO THE UPPER SURFACE OF THE WOOD SUBFLOOR AT THE SECOND FLOOR LEVEL OF THE FRONT PORCH, 612 SOUTH 18TH CONDOMINIUM ASSOCIATION PROPERTY WITHIN THE FOLLOWING HORIZONTAL DIMENSIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE EAST ONE-HALF OF LOT 3, BLOCK 4, KOUNTZE AND RUTH'S ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA; THENCE NORTH 89°37'50" WEST (RECORD BEARING) ON THE SOUTH LINE OF THE EAST ONE-HALF OF SAID LOT 3, A DISTANCE OF 8.6 FEET TO A POINT AT THE INTERSECTION OF A PROJECTION OF THE EAST EXTERIOR BUILDING LINE; THENCE NORTHERLY ON SAID LINE, A DISTANCE OF 12.5 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH PORCH LINE, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ON THE LAST DESCRIBED COURSE, A DISTANCE OF 19.4 FEET TO A POINT 10.6 FEET SOUTH OF THE EXISTING OUTER PORCH LINE; THENCE EASTERLY, A DISTANCE OF 8.0 FEET, TO A POINT 10.6 FEET SOUTH OF THE OUTER NORTHEAST CORNER OF THE EXISTING PORCH; THENCE SOUTHERLY ON THE EXISTING OUTER PORCH LINE, A DISTANCE OF 19.4 FEET; THENCE WESTERLY ON THE EXISTING OUTER PORCH LINE, A DISTANCE OF 8.0 FEET TO THE POINT OF BEGINNING, CONTAINING 155 SQUARE FEET MORE OR LESS.

 EHRHART GRIFFIN & ASSOCIATES	Project No. EGA031134		FRONT PORCH	
	ENGINEERING	PLANNING	LAND SURVEYING	
	3915 Cuming Street • Omaha, Nebraska 68131 • 402 / 551-0631			



NORTH

SCALE 1" = 10'

LEGAL DESCRIPTION

ALL THAT AREA LYING OUTSIDE THE BUILDING KNOWN AS 612 SOUTH 18TH CONDOMINIUM ASSOCIATION PROPERTY AND WITHIN THE EAST ONE-HALF OF LOT 3, BLOCK 4, KOUNTZE AND RUTH'S ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, EXCEPT THAT PART OCCUPIED BY A DECK LOCATED ON THE WEST SIDE OF UNIT 6, CONTAINING 1,293 SQUARE FEET MORE OR LESS.



EHRHART
GRIFFIN &
ASSOCIATES

Project No. EGA031134

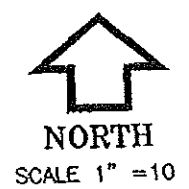
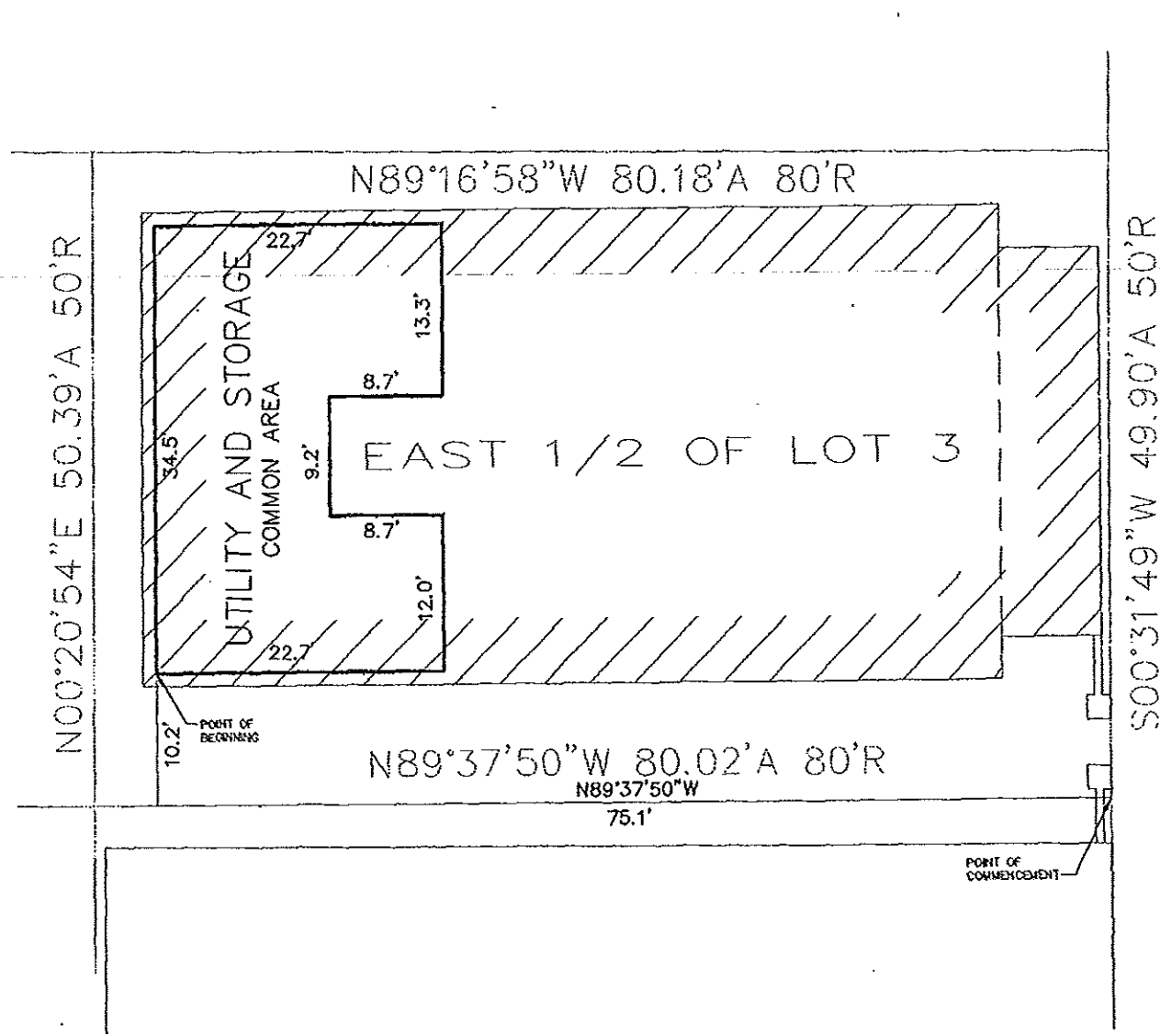
OUTDOOR COMMON AREA

ENGINEERING

PLANNING

LAND SURVEYING

3915 Cuming Street • Omaha, Nebraska 68131 • 402 / 551-0631



LEGAL DESCRIPTION

ALL THAT AREA LYING WITHIN A VERTICAL SPACE BOUNDED BY THE UPPER SURFACE OF THE WOOD SUBFLOOR OR CONCRETE FLOOR WHICH CONSTITUTES THE GARDEN FLOOR LEVEL TO THE UPPER SURFACE OF THE WOOD SUBFLOOR AT THE FIRST FLOOR LEVEL OF THE STORAGE AND UTILITY ROOM, 612 SOUTH 18TH CONDOMINIUM ASSOCIATION PROPERTY WITHIN THE FOLLOWING HORIZONTAL DIMENSIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE EAST ONE-HALF OF LOT 3, BLOCK 4, KOUNTZE AND RUTH'S ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA; THENCE NORTH 89°37'50" WEST (RECORD BEARING) ON THE SOUTH LINE OF THE EAST ONE-HALF OF SAID LOT 3, A DISTANCE OF 75.1 FEET TO A POINT AT THE INTERSECTION OF A PROJECTION OF THE WEST INTERIOR WALL FACE OF SAID STORAGE AND UTILITY ROOM; THENCE NORTHERLY ON SAID LINE, A DISTANCE OF 10.2 FEET TO A POINT ON THE SOUTH INTERIOR WALL FACE, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ON SAID LINE A DISTANCE OF 34.5 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 22.7 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 13.3 FEET; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 8.7 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 9.2 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 8.7 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 12.0 FEET; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 22.7 FEET TO THE POINT OF BEGINNING, CONTAINING 703 SQUARE FEET MORE OR LESS.



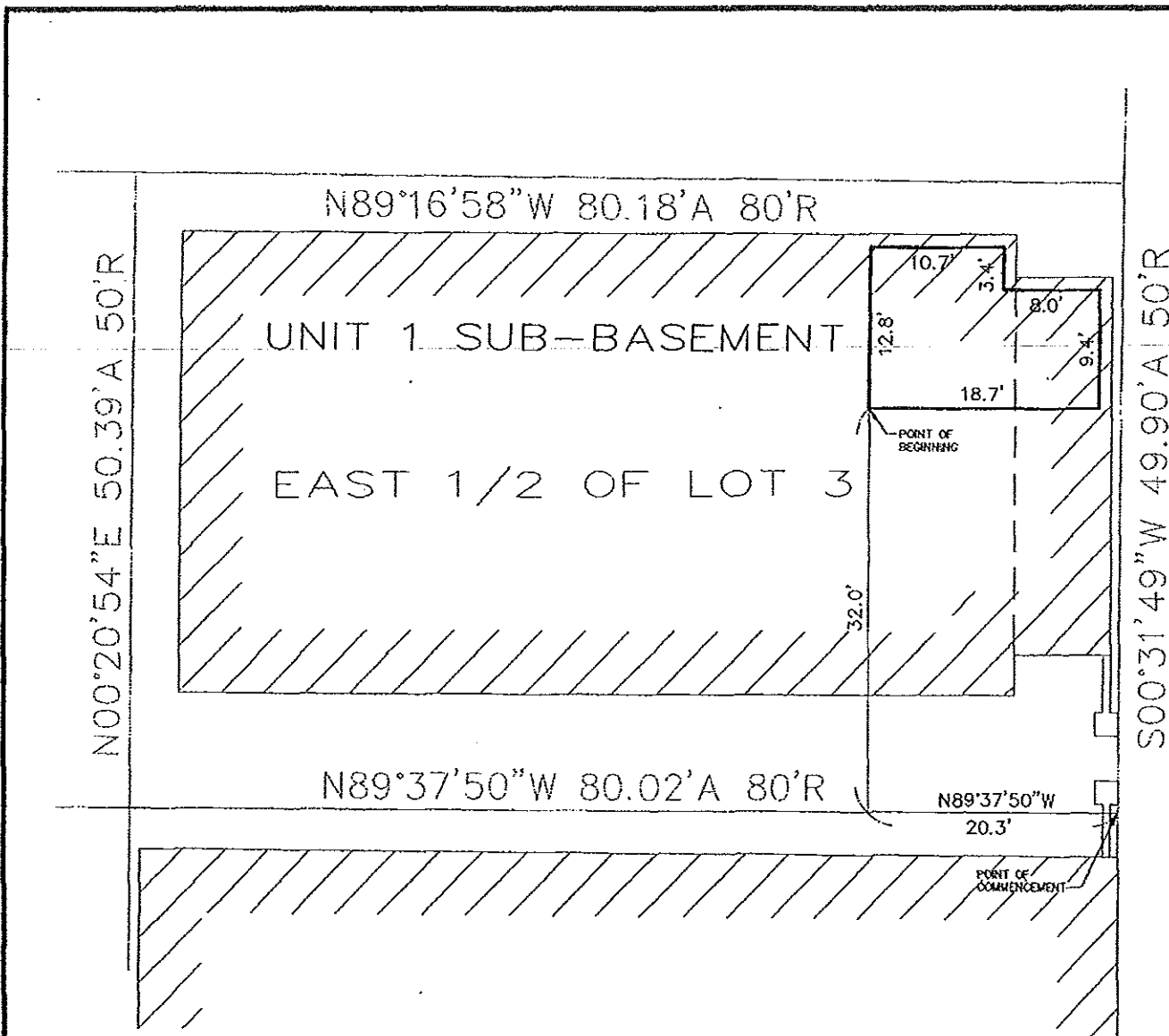
EHRHART
GRIFFIN &
ASSOCIATES

Project No. EGA031134

UTILITY AND STORAGE

ENGINEERING PLANNING LAND SURVEYING

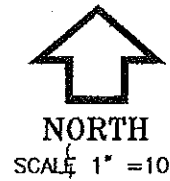
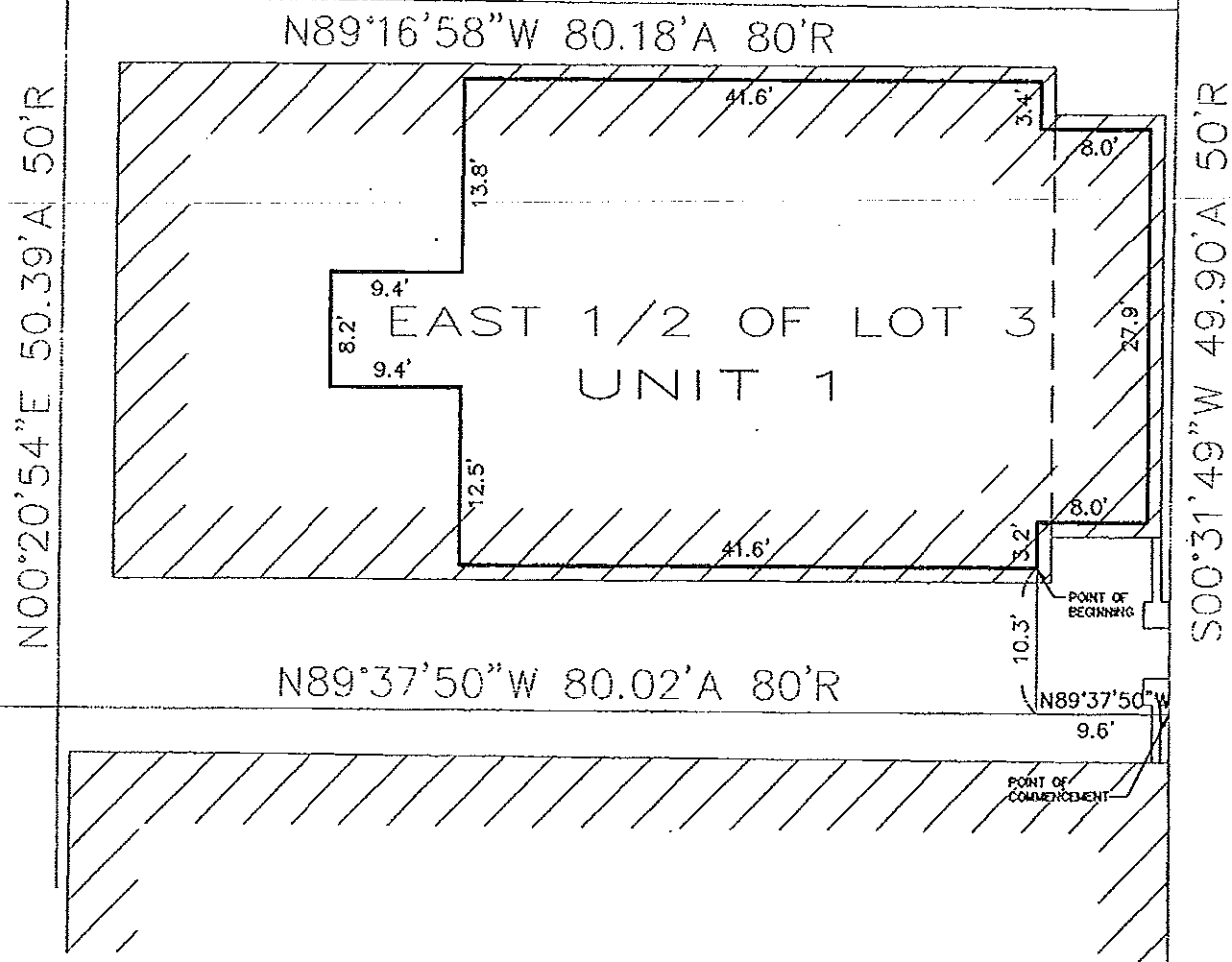
3915 Cuming Street • Omaha, Nebraska 68131 • 402 / 551-0631



LEGAL DESCRIPTION

ALL THAT AREA LYING WITHIN A VERTICAL SPACE BOUNDED BY THE UPPER SURFACE OF THE WOOD SUBFLOOR OR CONCRETE FLOOR WHICH CONSTITUTES THE SUB-BASEMENT LEVEL TO THE UPPER SURFACE OF THE WOOD SUBFLOOR OR CONCRETE FLOOR AT THE GARDEN FLOOR LEVEL OF UNIT ONE, 612 SOUTH 18TH CONDOMINIUM ASSOCIATION PROPERTY WITHIN THE FOLLOWING HORIZONTAL DIMENSIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE EAST ONE-HALF OF LOT 3, BLOCK 4, KOUNTZE AND RUTH'S ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA; THENCE NORTH 89°37'50" WEST (RECORD BEARING) ON THE SOUTH LINE OF THE EAST ONE-HALF OF SAID LOT 3, A DISTANCE OF 20.3 FEET TO A POINT AT THE INTERSECTION OF A PROJECTION OF THE WEST INTERIOR WALL FACE OF SAID UNIT ONE SUB-BASEMENT; THENCE NORTHERLY ON SAID LINE, A DISTANCE OF 32.0 FEET TO A POINT ON THE SOUTH INTERIOR WALL FACE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ON THE LAST DESCRIBED COURSE A DISTANCE OF 12.8 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 10.7 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 3.4 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 8.0 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 9.4 FEET; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 18.7 FEET TO THE POINT OF BEGINNING, CONTAINING 212 SQUARE FEET MORE OR LESS.

 EHRHART GRIFFIN & ASSOCIATES	Project No. EGA031134	UNIT ONE SUB-BASEMENT	
	ENGINEERING	PLANNING	LAND SURVEYING
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LEGAL DESCRIPTION

ALL THAT AREA LYING WITHIN A VERTICAL SPACE BOUNDED BY THE UPPER SURFACE OF THE WOOD SUBFLOOR OR CONCRETE FLOOR WHICH CONSTITUTES THE GARDEN FLOOR LEVEL TO THE UPPER SURFACE OF THE WOOD SUBFLOOR AT THE FIRST FLOOR LEVEL OF UNIT ONE, 612 SOUTH 18TH CONDOMINIUM ASSOCIATION PROPERTY WITHIN THE FOLLOWING HORIZONTAL DIMENSIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE EAST ONE-HALF OF LOT 3, BLOCK 4, KOUNTZE AND RUTH'S ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA; THENCE NORTH 89°37'50" WEST (RECORD BEARING) ON THE SOUTH LINE OF THE EAST ONE-HALF OF SAID LOT 3, A DISTANCE OF 9.6 FEET TO A POINT AT THE INTERSECTION OF A PROJECTION OF THE EAST INTERIOR WALL FACE OF THE BUILDING PROPER (NOT THE PORCH PROTRUSION); THENCE NORTHERLY ON SAID LINE, A DISTANCE OF 10.3 FEET TO A POINT ON THE SOUTH INTERIOR WALL FACE AND THE POINT OF BEGINNING; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 41.6 FEET; THENCE NORTHERLY ON AN EXISTING WALL A DISTANCE OF 12.5 FEET; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 9.4 FEET; THENCE NORTHERLY ON AN EXISTING WALL A DISTANCE OF 8.2 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 9.4 FEET; THENCE NORTHERLY ON AN EXISTING WALL A DISTANCE OF 13.8 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 41.6 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 3.4 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 8.0 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 27.9 FEET; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 8.0 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 3.2 FEET TO THE POINT OF BEGINNING, CONTAINING 1,735 SQUARE FEET MORE OR LESS.

SHEET 2 OF 2

**EHRHART
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Project No. EGA031134

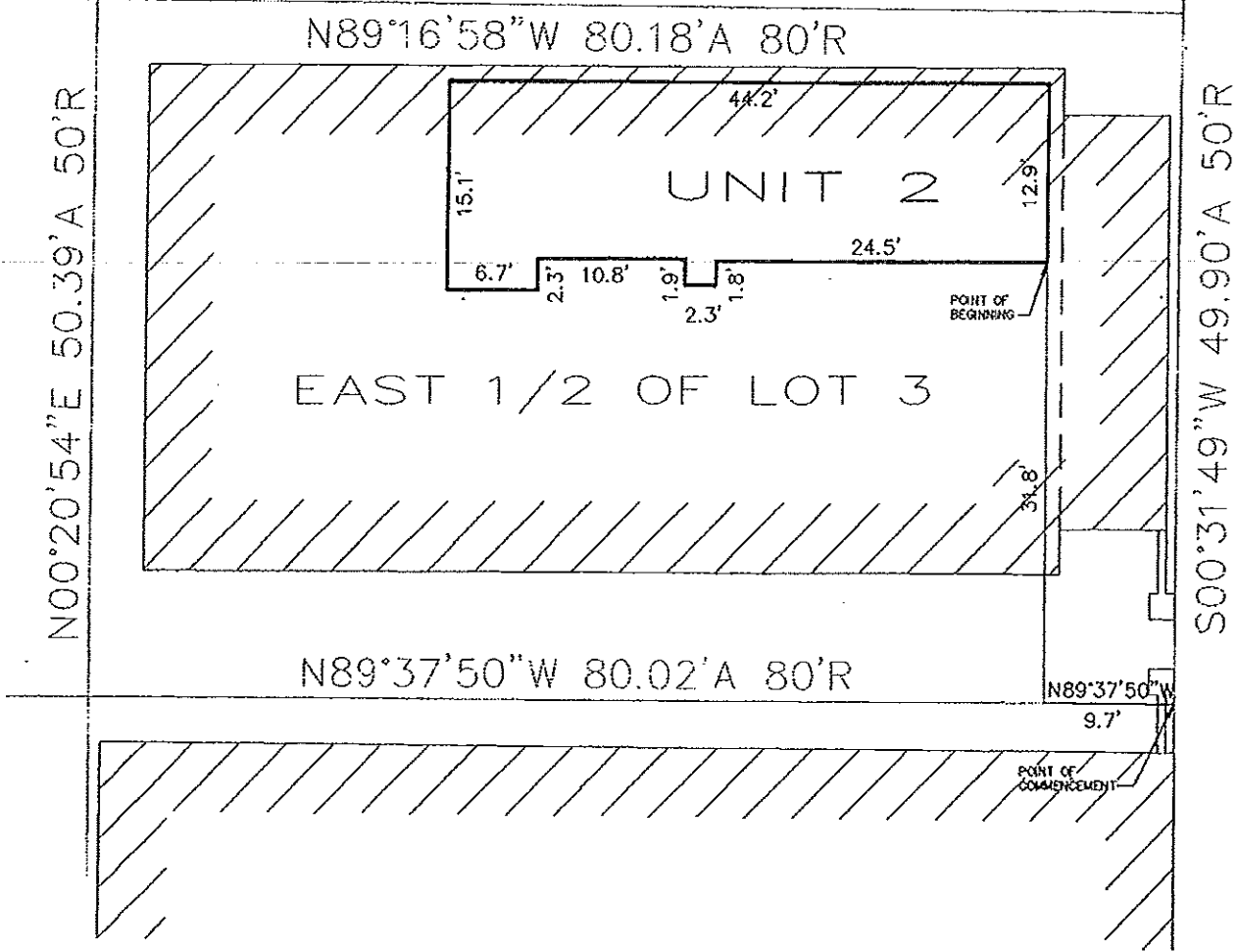
UNIT ONE

ENGINEERING

PLANNING

LAND SURVEYING

3915 Cuming Street • Omaha, Nebraska 68131 • 402 / 551-0631



LEGAL DESCRIPTION

ALL THAT AREA LYING WITHIN A VERTICAL SPACE BOUNDED BY THE UPPER SURFACE OF THE WOOD SUBFLOOR OR CONCRETE FLOOR WHICH CONSTITUTES THE FIRST FLOOR LEVEL TO THE UPPER SURFACE OF THE WOOD SUBFLOOR AT THE SECOND FLOOR LEVEL OF UNIT TWO, 612 SOUTH 18TH CONDOMINIUM ASSOCIATION PROPERTY WITHIN THE FOLLOWING HORIZONTAL DIMENSIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE EAST ONE-HALF OF LOT 3, BLOCK 4, KOUNTZE AND RUTH'S ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA; THENCE NORTH 89°37'50" WEST (RECORD BEARING) ON THE SOUTH LINE OF THE EAST ONE-HALF OF SAID LOT 3, A DISTANCE OF 9.7 FEET TO A POINT AT THE INTERSECTION OF A PROJECTION OF THE EAST INTERIOR WALL FACE OF SAID UNIT TWO; THENCE NORTHERLY ON SAID LINE, A DISTANCE OF 31.8 FEET TO A POINT ON THE SOUTH INTERIOR WALL FACE AND THE POINT OF BEGINNING; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 24.5 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 1.8 FEET; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 2.3 FEET; THENCE NORTHERLY ON AN EXISTING WALL A DISTANCE OF 1.9 FEET; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 10.8 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 2.3 FEET; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 6.7 FEET; THENCE NORTHERLY ON AN EXISTING WALL A DISTANCE OF 15.1 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 44.2 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 12.9 FEET TO THE POINT OF BEGINNING, CONTAINING 586 SQUARE FEET MORE OR LESS.

 EHRHART GRIFFIN & ASSOCIATES	Project No. EGA031134	UNIT TWO	
	ENGINEERING	PLANNING	LAND SURVEYING
	3915 Cuming Street • Omaha, Nebraska 68131 • 402 / 551-0631		

N00°20'54"E 50.39'A 50'R

N89°16'58"W 80.18'A 80'R

UNIT 2

PORCH

EAST 1/2 OF LOT 3

N89°37'50"W 80.02'A 80'R

N89°37'50"W
8.6'

S00°31'49"W 49.90'A 50'R



NORTH

SCALE 1" = 10'

LEGAL DESCRIPTION

ALL THAT AREA LYING WITHIN A VERTICAL SPACE BOUNDED BY THE UPPER SURFACE OF THE WOOD SUBFLOOR OR CONCRETE FLOOR WHICH CONSTITUTES THE FIRST FLOOR LEVEL TO THE UPPER SURFACE OF THE WOOD SUBFLOOR AT THE SECOND FLOOR LEVEL OF THE FRONT PORCH, 612 SOUTH 18TH CONDOMINIUM ASSOCIATION PROPERTY WITHIN THE FOLLOWING HORIZONTAL DIMENSIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE EAST ONE-HALF OF LOT 3, BLOCK 4, KOUNTZE AND RUTH'S ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA; THENCE NORTH 89°37'50" WEST (RECORD BEARING) ON THE SOUTH LINE OF THE EAST ONE-HALF OF SAID LOT 3, A DISTANCE OF 8.6 FEET TO A POINT AT THE INTERSECTION OF A PROJECTION OF THE EAST EXTERIOR BUILDING LINE; THENCE NORTHERLY ON SAID LINE, A DISTANCE OF 31.8 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ON THE LAST DESCRIBED COURSE, A DISTANCE OF 10.6 FEET; THENCE EASTERLY ON THE EXISTING OUTER PORCH LINE, A DISTANCE OF 8.0 FEET; THENCE SOUTHERLY ON THE EXISTING OUTER PORCH LINE, A DISTANCE OF 10.6 FEET; THENCE WESTERLY, A DISTANCE OF 8.0 FEET TO THE POINT OF BEGINNING, CONTAINING 84 SQUARE FEET MORE OR LESS.

SHEET 2 OF 2



EHRHART
GRIFFIN &
ASSOCIATES

Project No. EGA031134

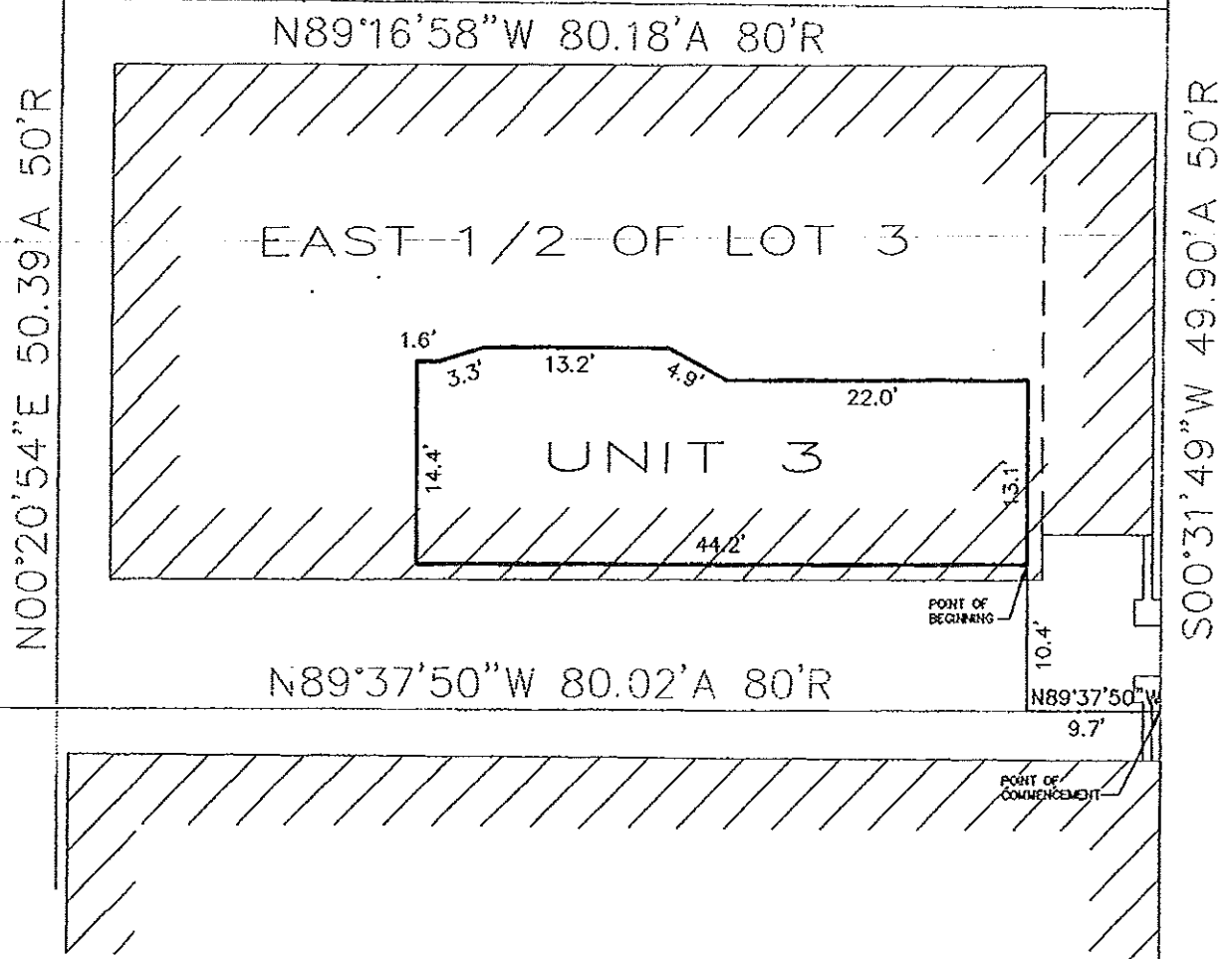
UNIT TWO

ENGINEERING

PLANNING

LAND SURVEYING

3915 Cuming Street • Omaha, Nebraska 68131 • 402 / 551-0631



NORTH

SCALE 1" = 10'

LEGAL DESCRIPTION

ALL THAT AREA LYING WITHIN A VERTICAL SPACE BOUNDED BY THE UPPER SURFACE OF THE WOOD SUBFLOOR OR CONCRETE FLOOR WHICH CONSTITUTES THE FIRST FLOOR LEVEL TO THE UPPER SURFACE OF THE WOOD SUBFLOOR AT THE SECOND FLOOR LEVEL OF UNIT THREE, 612 SOUTH 18TH CONDOMINIUM ASSOCIATION PROPERTY WITHIN THE FOLLOWING HORIZONTAL DIMENSIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF THE EAST ONE-HALF OF LOT 3, BLOCK 4, KOUNTZE AND RUTH'S ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA; THENCE NORTH 89°37'50" WEST (RECORD BEARING) ON THE SOUTH LINE OF THE EAST ONE-HALF OF SAID LOT 3, A DISTANCE OF 9.7 FEET TO A POINT AT THE INTERSECTION OF A PROJECTION OF THE EAST INTERIOR WALL FACE OF SAID UNIT THREE; THENCE NORTHERLY ON SAID LINE, A DISTANCE OF 10.4 FEET TO A POINT ON THE SOUTH INTERIOR WALL FACE AND THE POINT OF BEGINNING; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 44.2 FEET; THENCE NORTHERLY ON AN EXISTING WALL A DISTANCE OF 14.4 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 1.6 FEET; THENCE NORTHEASTERLY ON AN EXISTING WALL A DISTANCE OF 3.3 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 13.2 FEET; THENCE SOUTHEASTERLY ON AN EXISTING WALL A DISTANCE OF 4.9 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 22.0 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 13.1 FEET TO THE POINT OF BEGINNING, CONTAINING 619 SQUARE FEET MORE OR LESS.



EHRHART
 GRIFFIN &
 ASSOCIATES

Project No. EGA031134

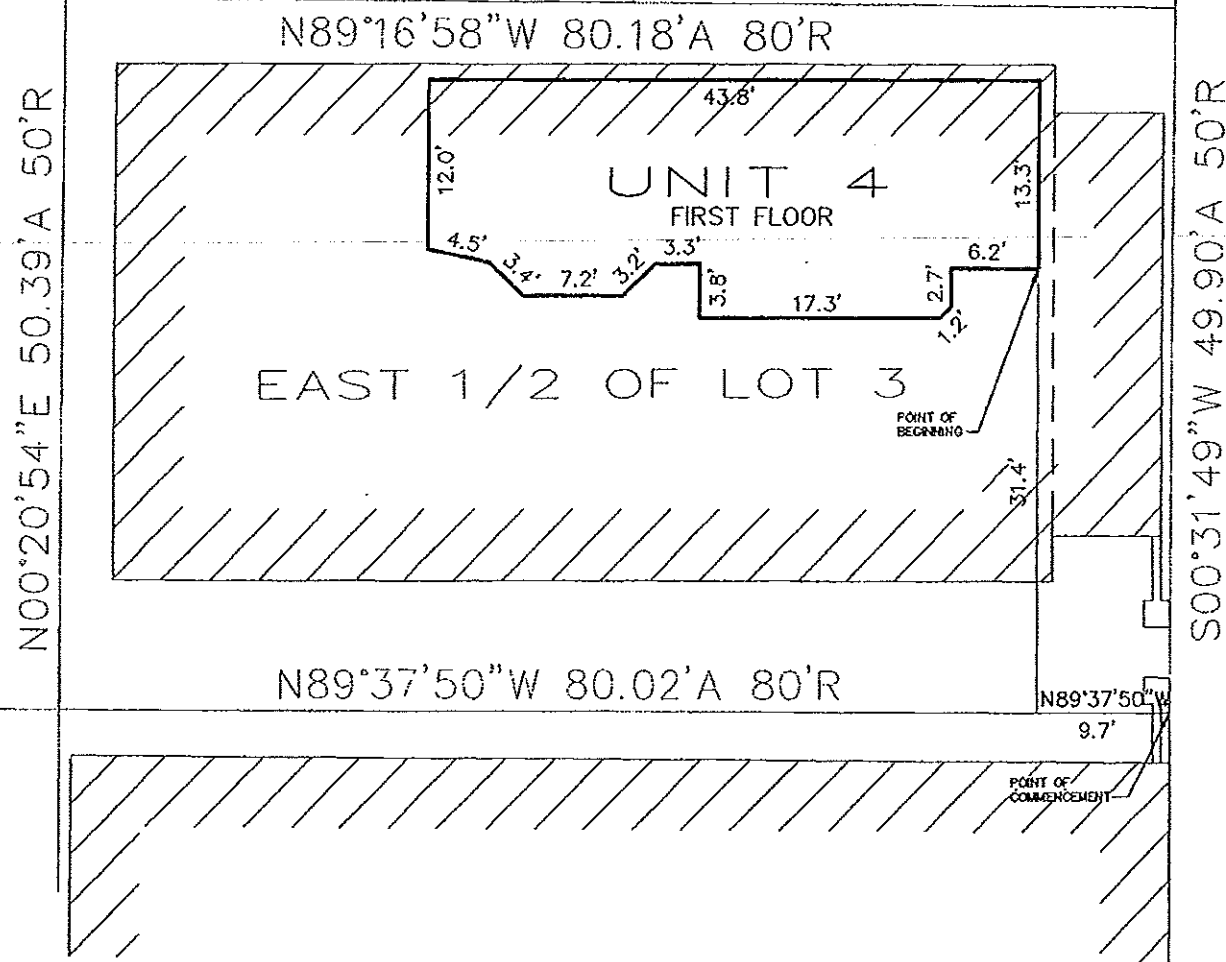
UNIT THREE

ENGINEERING

PLANNING

LAND SURVEYING

3915 Cuming Street • Omaha, Nebraska 68131 • 402 / 551-0631



NORTH
SCALE 1" = 10'

LEGAL DESCRIPTION

ALL THAT AREA LYING WITHIN THE FIRST FLOOR OF UNIT FOUR, 612 SOUTH 18TH CONDOMINIUM ASSOCIATION PROPERTY WITHIN THE FOLLOWING HORIZONTAL DIMENSIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE EAST ONE-HALF OF LOT 3, BLOCK 4, KOUNTZE AND RUTH'S ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA; THENCE NORTH 89°37'50" WEST (RECORD BEARING) ON THE SOUTH LINE OF THE EAST ONE-HALF OF SAID LOT 3, A DISTANCE OF 9.7 FEET TO A POINT AT THE INTERSECTION OF A PROJECTION OF THE EAST INTERIOR WALL FACE OF SAID UNIT FOUR FIRST FLOOR; THENCE NORTHERLY ON SAID LINE, A DISTANCE OF 31.4 FEET TO A POINT ON THE SOUTH INTERIOR WALL FACE AND THE POINT OF BEGINNING; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 6.2 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 2.7 FEET; THENCE SOUTHWESTERLY ON AN EXISTING WALL A DISTANCE OF 1.2 FEET; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 17.3 FEET; THENCE NORTHERLY ON AN EXISTING WALL A DISTANCE OF 3.8 FEET; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 3.3 FEET; THENCE SOUTHWESTERLY ON AN EXISTING WALL A DISTANCE OF 3.2 FEET; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 7.2 FEET; THENCE NORTHWESTERLY ON AN EXISTING WALL A DISTANCE OF 3.4 FEET; THENCE WEST-NORTHWESTERLY ON AN EXISTING WALL A DISTANCE OF 4.5 FEET; THENCE NORTHERLY ON AN EXISTING WALL A DISTANCE OF 12.0 FEET; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 43.8 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 13.3 FEET TO THE POINT OF BEGINNING, CONTAINING 659 SQUARE FEET MORE OR LESS.

SHEET 1 OF 3



EHRHART
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ASSOCIATES

Project No. EGA031134

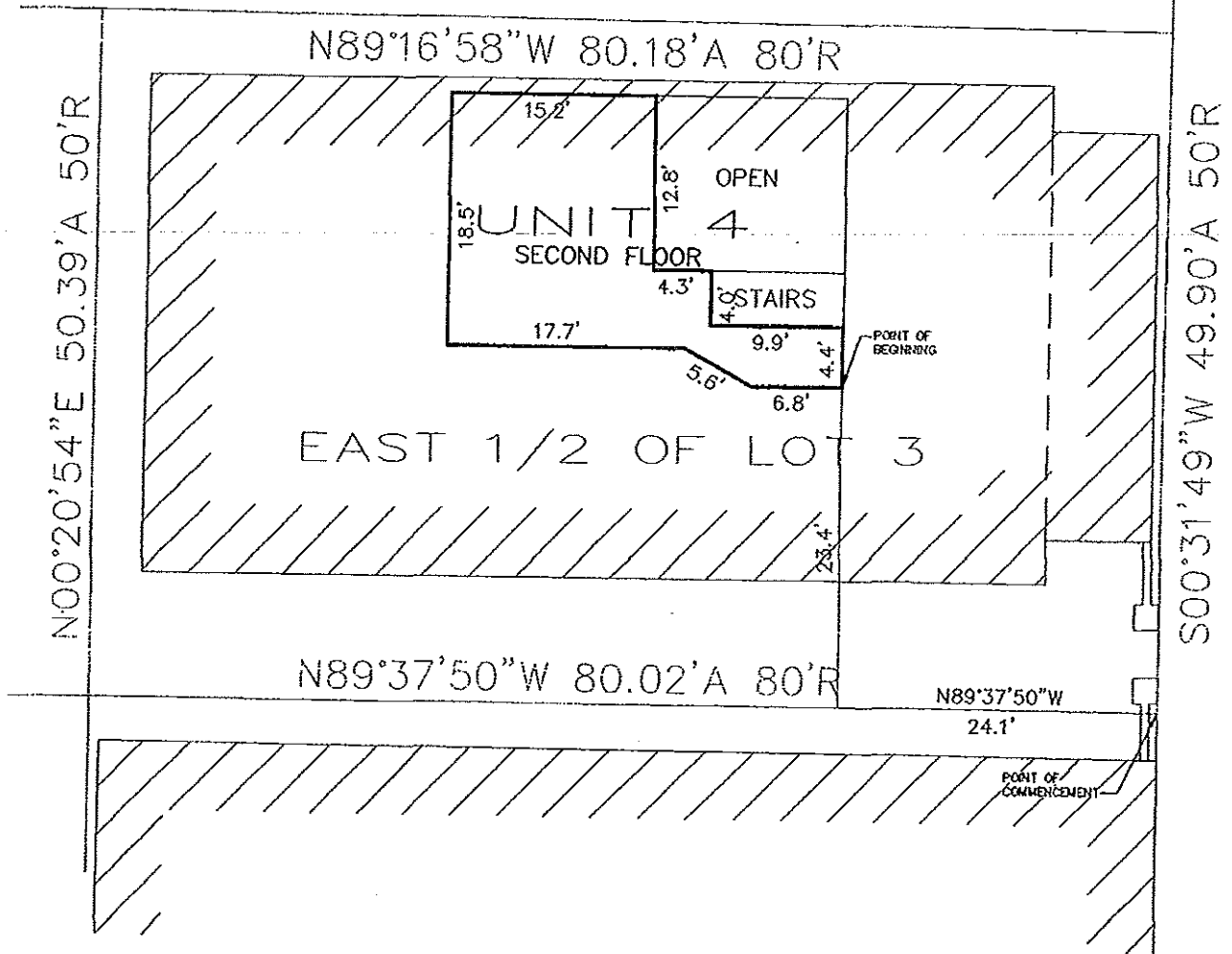
UNIT FOUR

ENGINEERING

PLANNING

LAND SURVEYING

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NORTH

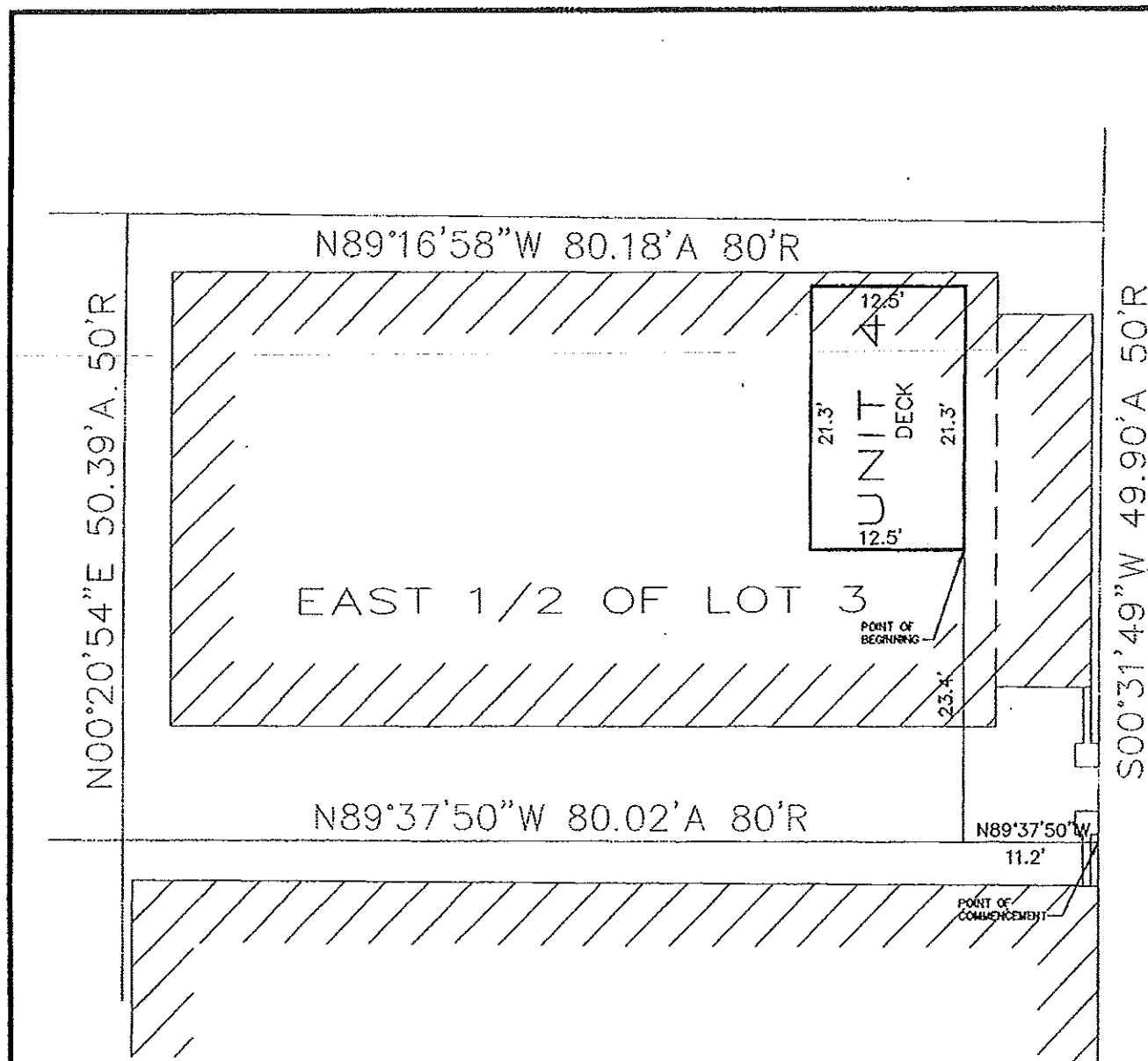
SCALE 1" = 10'

LEGAL DESCRIPTION

ALL THAT AREA LYING WITHIN THE SECOND FLOOR LEVEL OF UNIT FOUR, 612 SOUTH 18TH CONDOMINIUM ASSOCIATION PROPERTY WITHIN THE FOLLOWING HORIZONTAL DIMENSIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE EAST ONE-HALF OF LOT 3, BLOCK 4, KOUNTZE AND RUTH'S ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA; THENCE NORTH 89°37'50" WEST (RECORD BEARING) ON THE SOUTH LINE OF THE EAST ONE-HALF OF SAID LOT 3, A DISTANCE OF 24.1 FEET TO A POINT AT THE INTERSECTION OF A PROJECTION OF THE EAST INTERIOR WALL FACE OF SAID UNIT FOUR SECOND FLOOR; THENCE NORTHERLY ON SAID LINE, A DISTANCE OF 23.4 FEET TO A POINT ON THE SOUTH INTERIOR WALL FACE AND THE POINT OF BEGINNING; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 6.8 FEET; THENCE NORTHWESTERLY ON AN EXISTING WALL A DISTANCE OF 5.6 FEET; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 17.7 FEET; THENCE NORTHERLY ON AN EXISTING WALL A DISTANCE OF 18.5 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 15.2 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 12.8 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 4.3 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 4.0 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 9.9 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 4.4 FEET TO THE POINT OF BEGINNING, CONTAINING 348 SQUARE FEET MORE OR LESS.

SHEET 2 OF 3

 EHRHART GRIFFIN & ASSOCIATES	Project No. EGA031134	UNIT FOUR	
	ENGINEERING	PLANNING	LAND SURVEYING
	3915 Cuming Street • Omaha, Nebraska 68131 • 402 / 551-0631		



NORTH

SCALE 1" = 10'

LEGAL DESCRIPTION

ALL THAT AREA LYING WITHIN THE OUTDOOR DECK OF UNIT FOUR, 612 SOUTH 18TH CONDOMINIUM ASSOCIATION. PROPERTY WITHIN THE FOLLOWING HORIZONTAL DIMENSIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE EAST ONE-HALF OF LOT 3, BLOCK 4, KOUNTZE AND RUTH'S ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA; THENCE NORTH 89°37'50" WEST (RECORD BEARING) ON THE SOUTH LINE OF THE EAST ONE-HALF OF SAID LOT 3, A DISTANCE OF 11.2 FEET TO A POINT AT THE INTERSECTION OF A PROJECTION OF THE EAST LINE OF SAID UNIT FOUR OUTDOOR DECK; THENCE NORTHERLY ON SAID LINE, A DISTANCE OF 23.4 FEET TO A POINT ON THE SOUTH DECK LINE AND THE POINT OF BEGINNING; THENCE WESTERLY ON THE EXISTING OUTER DECK LINE, A DISTANCE OF 12.5 FEET; THENCE NORTHERLY ON THE EXISTING OUTER DECK LINE A DISTANCE OF 21.3 FEET; THENCE EASTERLY ON THE EXISTING OUTER DECK LINE, A DISTANCE OF 12.5 FEET; THENCE SOUTHERLY ON THE EXISTING OUTER DECK LINE, A DISTANCE OF 21.3 FEET TO THE POINT OF BEGINNING, CONTAINING 266 SQUARE FEET MORE OR LESS.

SHEET 3 OF 3



**EHRHART
GRIFFIN &
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Project No. EGA031134

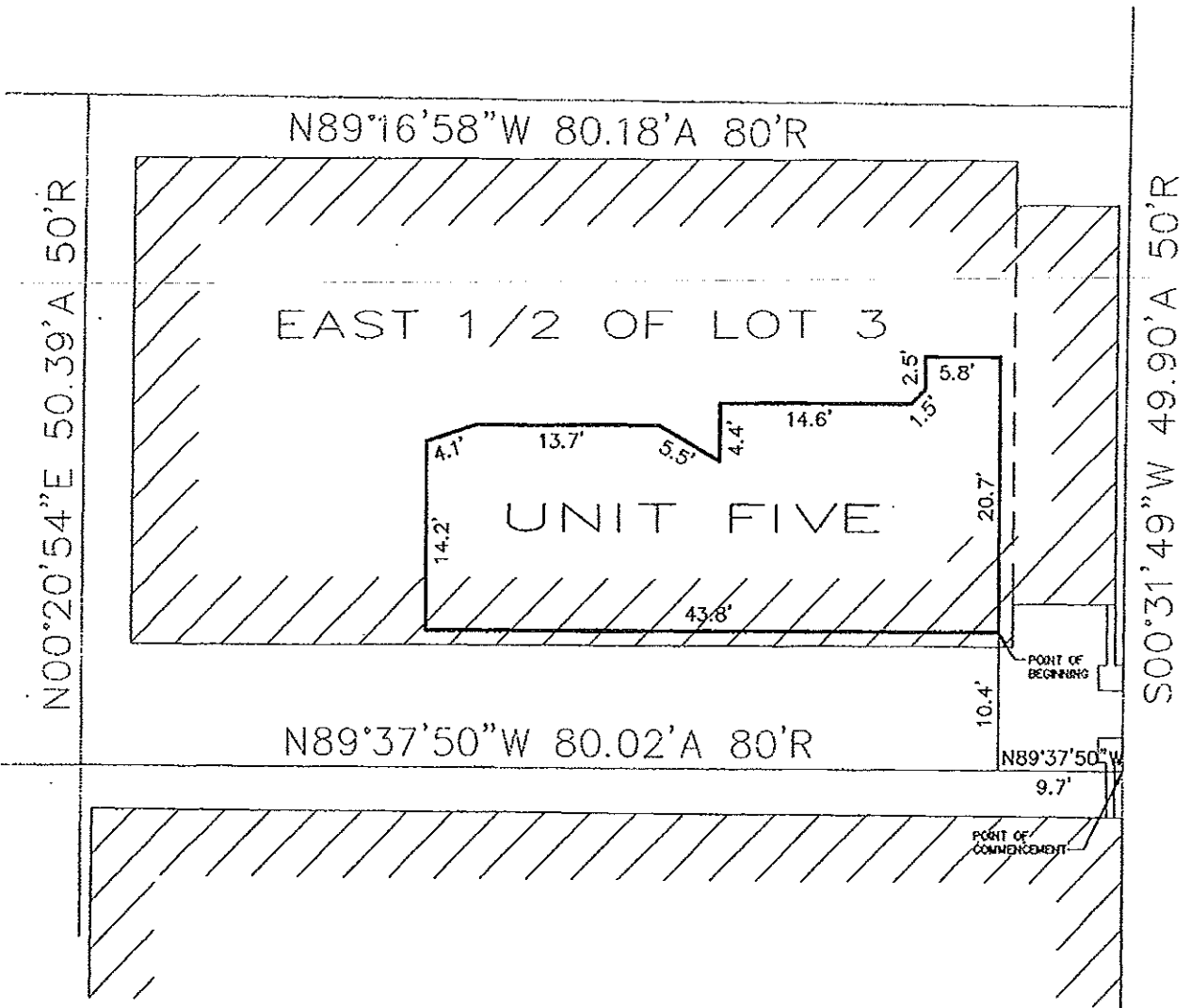
UNIT FOUR

ENGINEERING

PLANNING

LAND SURVEYING

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NORTH

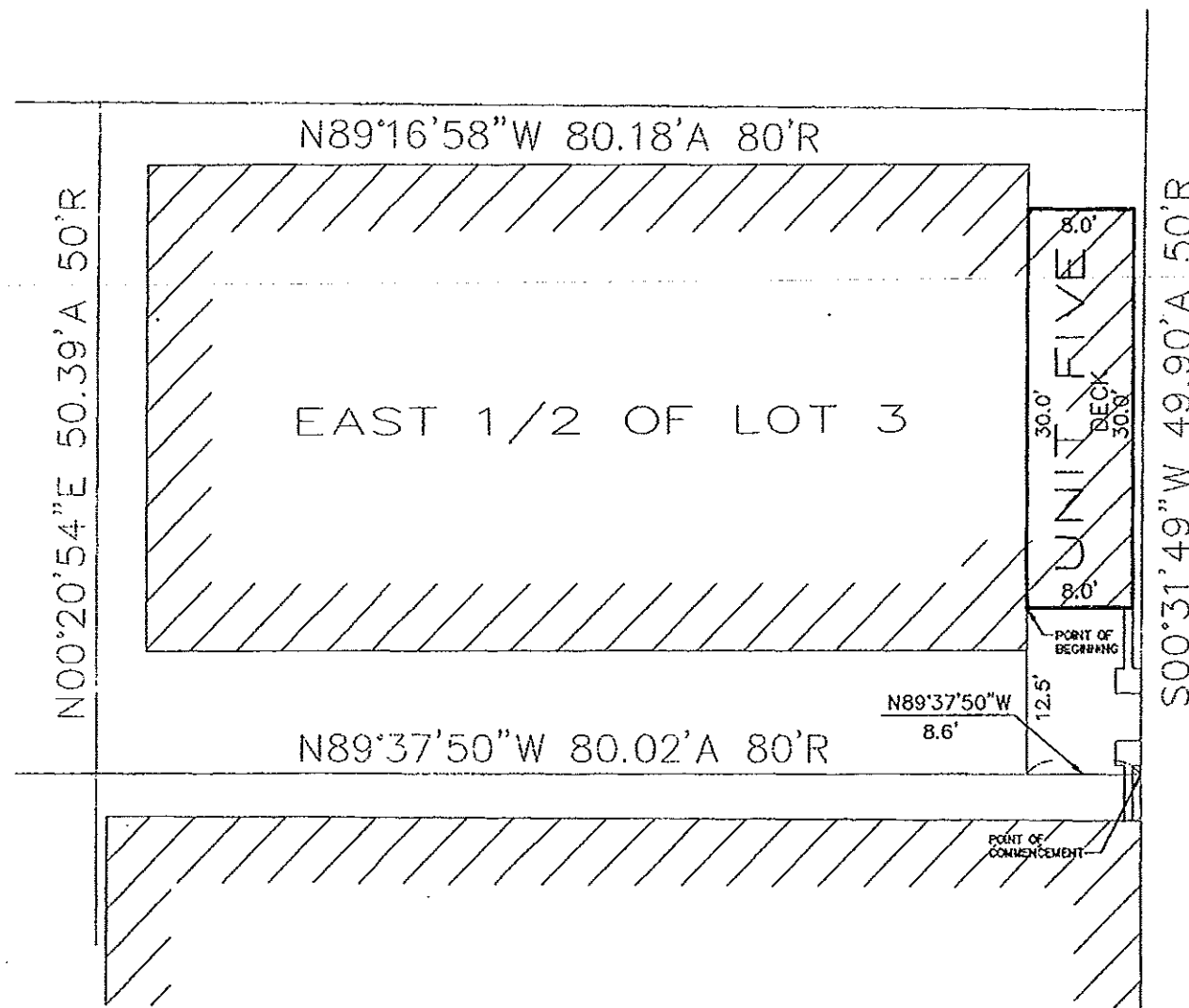
SCALE 1" = 10'

LEGAL DESCRIPTION

ALL THAT AREA LYING WITHIN UNIT FIVE, 612 SOUTH 18TH CONDOMINIUM ASSOCIATION PROPERTY WITHIN THE FOLLOWING HORIZONTAL DIMENSIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE EAST ONE-HALF OF LOT 3, BLOCK 4, KOUNTZE AND RUTH'S ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA; THENCE NORTH 89°37'50" WEST (RECORD BEARING) ON THE SOUTH LINE OF THE EAST ONE-HALF OF SAID LOT 3, A DISTANCE OF 9.7 FEET TO A POINT AT THE INTERSECTION OF A PROJECTION OF THE EAST INTERIOR WALL FACE OF SAID UNIT FIVE; THENCE NORTHERLY ON SAID LINE, A DISTANCE OF 10.4 FEET TO A POINT ON THE SOUTH INTERIOR WALL FACE AND THE POINT OF BEGINNING; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 43.8 FEET; THENCE NORTHERLY ON AN EXISTING WALL A DISTANCE OF 14.2 FEET; THENCE NORTHEASTERLY ON AN EXISTING WALL A DISTANCE OF 4.1 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 13.7 FEET; THENCE SOUTHEASTERLY ON AN EXISTING WALL A DISTANCE OF 5.5 FEET; THENCE NORTHERLY ON AN EXISTING WALL A DISTANCE OF 4.4 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 14.6 FEET; THENCE NORTHEASTERLY ON AN EXISTING WALL A DISTANCE OF 1.5 FEET; THENCE NORTHERLY ON AN EXISTING WALL A DISTANCE OF 2.5 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 5.8 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 20.7 FEET TO THE POINT OF BEGINNING, CONTAINING 723 SQUARE FEET MORE OR LESS.

SHEET 1 OF 2

 EHRHART GRIFFIN & ASSOCIATES	Project No. EGA031134	UNIT FIVE	
	ENGINEERING	PLANNING	LAND SURVEYING
	3915 Cuming Street • Omaha, Nebraska 68131 • 402 / 551-0631		



NORTH

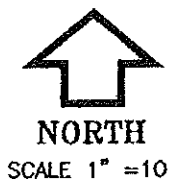
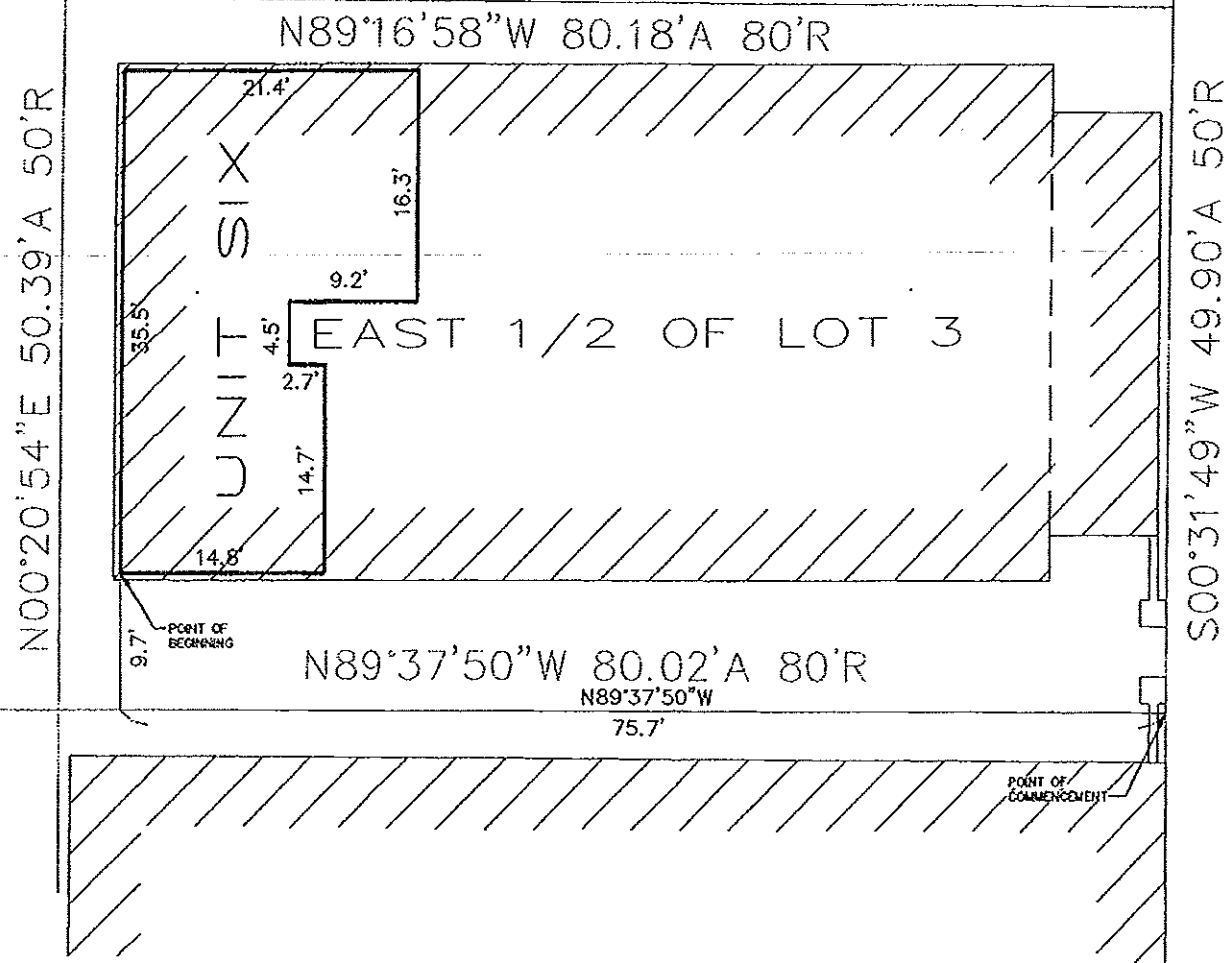
SCALE 1" = 10'

LEGAL DESCRIPTION

ALL THAT AREA LYING WITHIN THE OUTDOOR DECK OF UNIT FIVE, 612 SOUTH 18TH CONDOMINIUM ASSOCIATION PROPERTY WITHIN THE FOLLOWING HORIZONTAL DIMENSIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE EAST ONE-HALF OF LOT 3, BLOCK 4, KOUNTZE AND RUTH'S ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA; THENCE NORTH 89°37'50" WEST (RECORD BEARING) ON THE SOUTH LINE OF THE EAST ONE-HALF OF SAID LOT 3, A DISTANCE OF 8.6 FEET TO A POINT AT THE INTERSECTION OF A PROJECTION OF THE EAST EXTERIOR BUILDING LINE; THENCE NORTHERLY ON SAID LINE, A DISTANCE OF 12.5 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH DECK LINE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ON THE LAST DESCRIBED COURSE, A DISTANCE OF 30.0 FEET; THENCE EASTERLY ON THE EXISTING OUTER DECK LINE, A DISTANCE OF 8.0 FEET; THENCE SOUTHERLY ON THE EXISTING OUTER DECK LINE, A DISTANCE OF 30.0 FEET; THENCE WESTERLY ON THE EXISTING OUTER DECK LINE, A DISTANCE OF 8.0 FEET TO THE POINT OF BEGINNING, CONTAINING 240 SQUARE FEET MORE OR LESS.

SHEET 2 OF 2

 EHRHART GRIFFIN & ASSOCIATES	Project No. EGA031134	UNIT FIVE	
	ENGINEERING	PLANNING	LAND SURVEYING
	3915 Cuming Street • Omaha, Nebraska 68131 • 402 / 551-0631		



LEGAL DESCRIPTION

ALL THAT AREA LYING WITHIN A VERTICAL SPACE BOUNDED BY THE UPPER SURFACE OF THE WOOD SUBFLOOR OR CONCRETE FLOOR WHICH CONSTITUTES THE FIRST FLOOR LEVEL TO THE UPPER SURFACE OF THE WOOD SUBFLOOR AT THE SECOND FLOOR LEVEL OF UNIT, SIX 612 SOUTH 18TH CONDOMINIUM ASSOCIATION PROPERTY WITHIN THE FOLLOWING HORIZONTAL DIMENSIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE EAST ONE-HALF OF LOT 3, BLOCK 4, KOUNTZE AND RUTH'S ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA; THENCE NORTH 89°37'50" WEST (RECORD BEARING) ON THE SOUTH LINE OF THE EAST ONE-HALF OF SAID LOT 3, A DISTANCE OF 75.7 FEET TO A POINT AT THE INTERSECTION OF A PROJECTION OF THE WEST INTERIOR WALL FACE OF SAID UNIT SIX; THENCE NORTHERLY ON SAID LINE, A DISTANCE OF 9.7 FEET TO A POINT ON THE SOUTH INTERIOR WALL FACE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ON SAID WEST WALL A DISTANCE OF 35.5 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 21.4 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 16.3 FEET; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 9.2 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 4.5 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 2.7 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 14.7 FEET; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 14.8 FEET TO THE POINT OF BEGINNING, CONTAINING 621 SQUARE FEET MORE OR LESS.

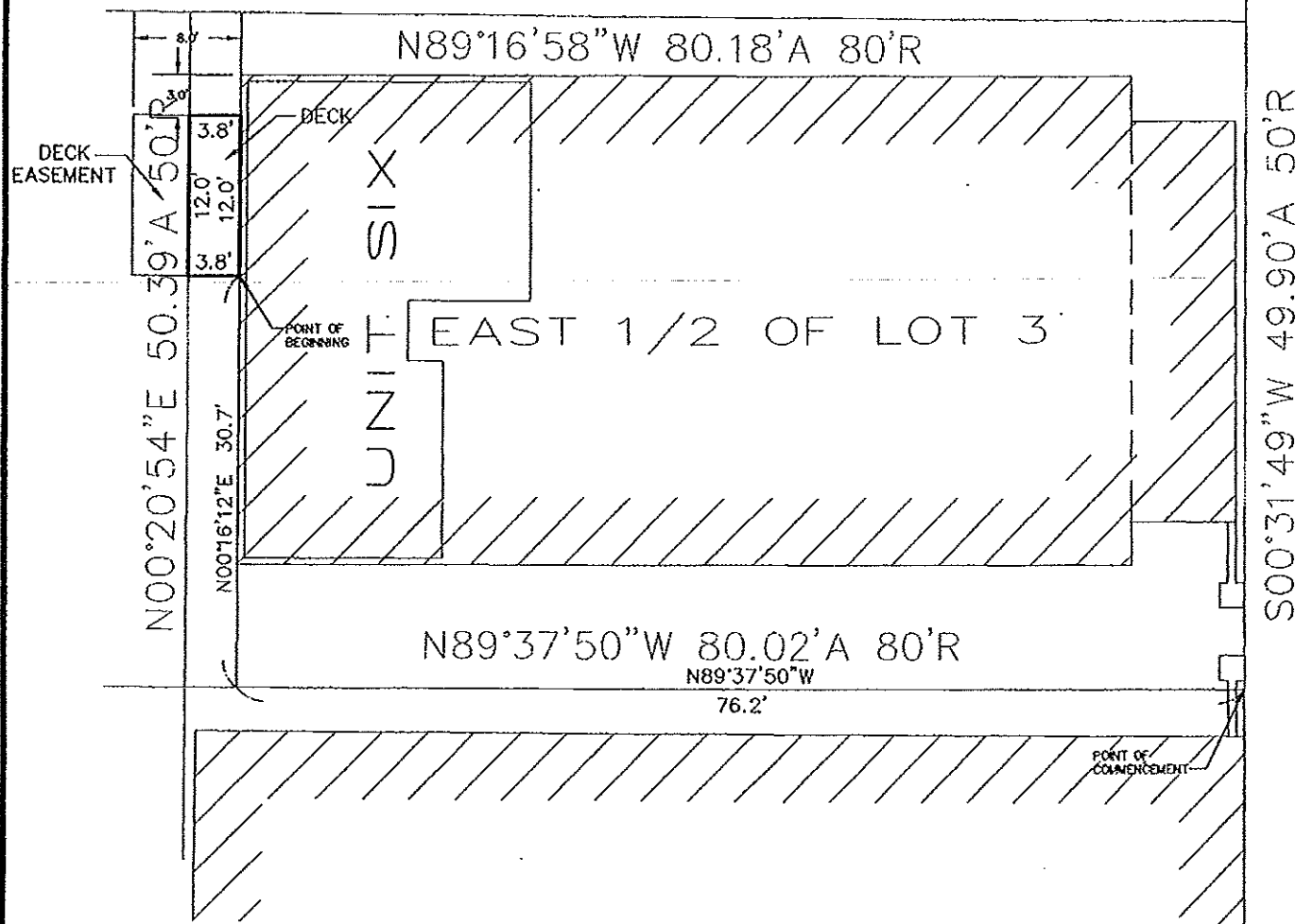


EHRHART
GRIFFIN &
ASSOCIATES

Project No. EGA031134

UNIT SIX

ENGINEERING PLANNING LAND SURVEYING
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NORTH

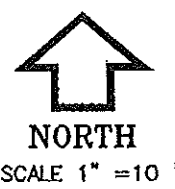
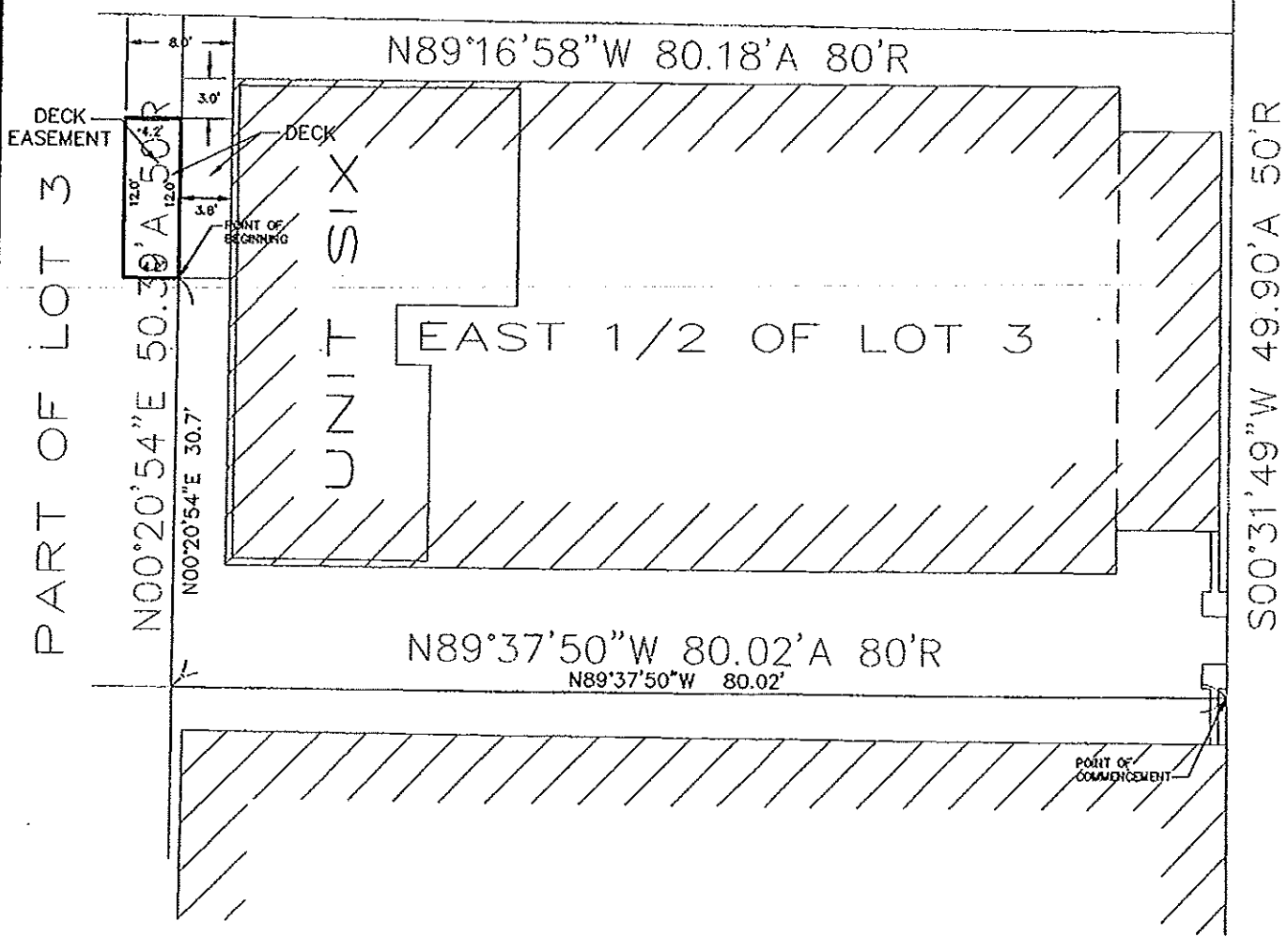
SCALE 1" = 10'

LEGAL DESCRIPTION

ALL THAT AREA LYING WITHIN THE OUTDOOR DECK OF UNIT SIX, 612 SOUTH 18TH CONDOMINIUM ASSOCIATION PROPERTY WITHIN THE FOLLOWING HORIZONTAL DIMENSIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE EAST ONE-HALF OF LOT 3, BLOCK 4, KOUNTZE AND RUTH'S ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA; THENCE NORTH 89°37'50" WEST (RECORD BEARING) ON THE SOUTH LINE OF THE EAST ONE-HALF OF SAID LOT 3, A DISTANCE OF 76.2 FEET TO A POINT AT THE INTERSECTION OF A PROJECTION OF THE WEST EXTERIOR BUILDING LINE; THENCE NORTHERLY ON SAID LINE, A DISTANCE OF 30.7 FEET TO A POINT AT THE INTERSECTION OF THE EXISTING SOUTH DECK LINE, SAID POINT BEING THE POINT OF BEGINNING; THENCE WESTERLY ON THE EXISTING OUTER DECK LINE, A DISTANCE OF 3.8 FEET TO THE WEST LINE OF SAID EAST ONE-HALF OF LOT 3; THENCE NORTHERLY ON SAID LINE, A DISTANCE OF 12.0 FEET TO A POINT ON THE EXISTING OUTER DECK LINE; ; THENCE EASTERLY ON SAID LINE, A DISTANCE OF 3.8 FEET TO A POINT ON THE WEST EXTERIOR BUILDING LINE; THENCE SOUTHERLY ON SAID LINE, A DISTANCE OF 12.0 FEET TO THE POINT OF BEGINNING, CONTAINING 45 SQUARE FEET MORE OR LESS.

SHEET 2 OF 3

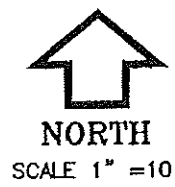
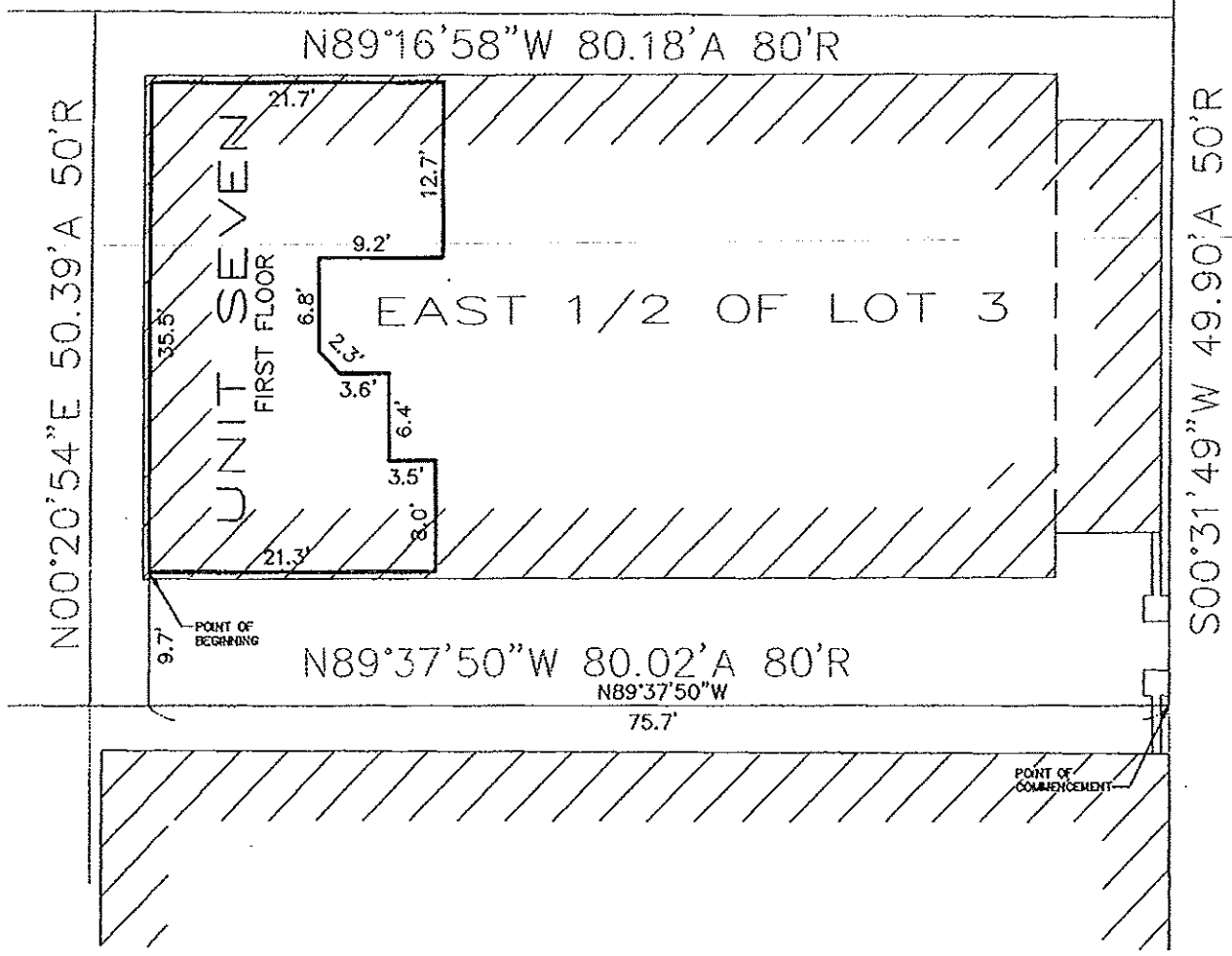
 EHRHART GRIFFIN & ASSOCIATES	Project No. EGA031134	UNIT SIX	
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LEGAL DESCRIPTION

ALL THAT AREA LYING WITHIN THE OUTDOOR DECK OF UNIT SIX, 612 SOUTH 18TH CONDOMINIUM ASSOCIATION PROPERTY, THAT LIES WEST OF THE WEST LINE OF THE EAST ONE-HALF OF LOT 3, BLOCK 4, KOUNTZE AND RUTH'S ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA AND WITHIN THE FOLLOWING HORIZONTAL DIMENSIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID EAST ONE-HALF OF LOT 3; THENCE NORTH 89°37'50" WEST (RECORD BEARING) ON THE SOUTH LINE OF SAID EAST ONE-HALF OF LOT 3, A DISTANCE OF 80.02 FEET TO THE WEST LINE OF SAID EAST ONE-HALF OF LOT 3; THENCE NORTHERLY ON SAID LINE, A DISTANCE OF 30.7 FEET TO A POINT AT THE INTERSECTION OF THE EXISTING OUTER SOUTH DECK LINE, SAID POINT BEING THE POINT OF BEGINNING; THENCE WESTERLY ON SAID EXISTING OUTER DECK LINE, A DISTANCE OF 4.2 FEET; THENCE NORTHERLY ON THE EXISTING OUTER DECK LINE, A DISTANCE OF 12.0 FEET; THENCE EASTERLY ON THE EXISTING OUTER DECK LINE, A DISTANCE OF 4.2 FEET TO A POINT ON THE WEST LINE OF SAID EAST ONE-HALF OF LOT 3; THENCE SOUTHERLY ON SAID LINE, A DISTANCE OF 12.0 FEET TO THE POINT OF BEGINNING, CONTAINING 50 SQUARE FEET MORE OR LESS.

	Project No. EGA031134		UNIT SIX	
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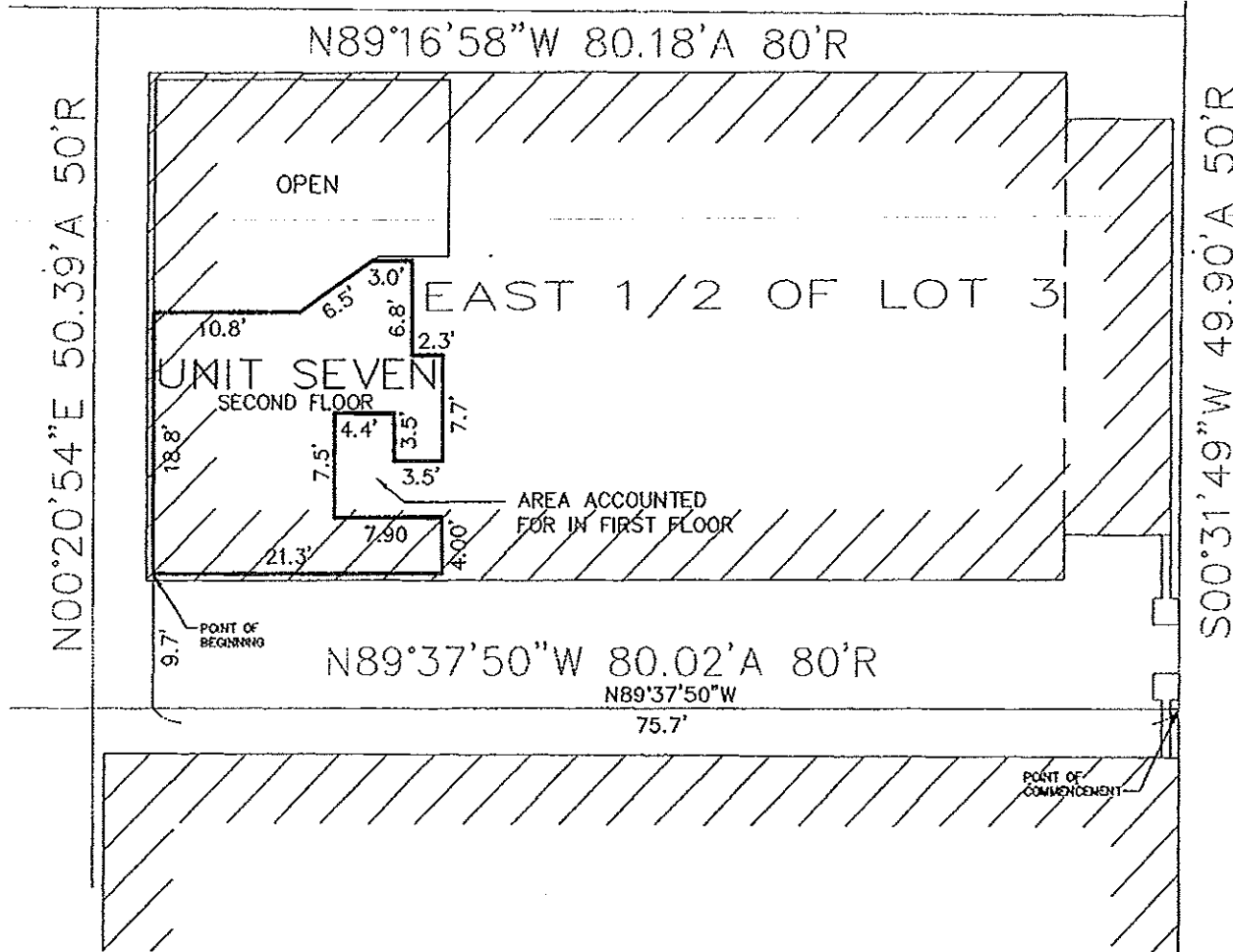


LEGAL DESCRIPTION

ALL THAT AREA LYING WITHIN THE FIRST FLOOR LEVEL OF UNIT SEVEN, 612 SOUTH 18TH CONDOMINIUM ASSOCIATION PROPERTY WITHIN THE FOLLOWING HORIZONTAL DIMENSIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE EAST ONE-HALF OF LOT 3, BLOCK 4, KOUNTZE AND RUTH'S ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA; THENCE NORTH 89°37'50" WEST (RECORD BEARING) ON THE SOUTH LINE OF THE EAST ONE-HALF OF SAID LOT 3, A DISTANCE OF 75.7 FEET TO A POINT AT THE INTERSECTION OF A PROJECTION OF THE WEST INTERIOR WALL FACE OF SAID UNIT SEVEN; THENCE NORTHERLY ON SAID LINE, A DISTANCE OF 9.7 FEET TO A POINT ON THE SOUTH INTERIOR WALL FACE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ON SAID WEST WALL A DISTANCE OF 35.5 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 21.7 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 12.7 FEET; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 9.2 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 6.8 FEET; THENCE SOUTHEASTERLY ON AN EXISTING WALL A DISTANCE OF 2.3 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 3.6 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 6.4 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 3.5 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 8.0 FEET; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 21.3 FEET TO THE POINT OF BEGINNING, CONTAINING 667 SQUARE FEET MORE OR LESS.

SHEET 1 OF 3

 EHRHART GRIFFIN & ASSOCIATES	Project No. EGA031134	UNIT SEVEN	
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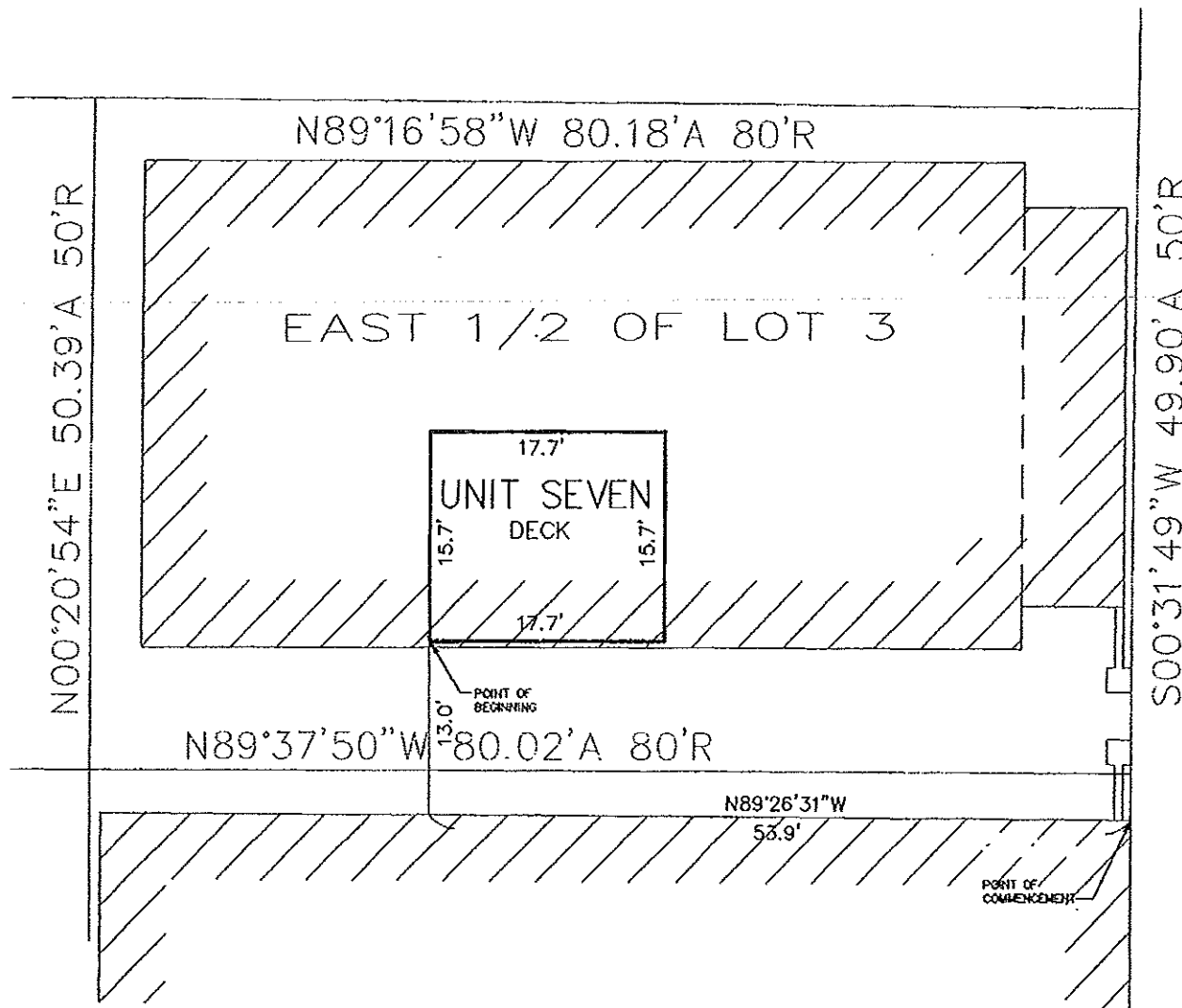


LEGAL DESCRIPTION

ALL THAT AREA LYING WITHIN THE SECOND FLOOR LEVEL OF UNIT SEVEN, 612 SOUTH 18TH CONDOMINIUM ASSOCIATION PROPERTY WITHIN THE FOLLOWING HORIZONTAL DIMENSIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE EAST ONE-HALF OF LOT 3, BLOCK 4, KOUNTZE AND RUTH'S ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA; THENCE NORTH 89°37'50" WEST (RECORD BEARING) ON THE SOUTH LINE OF THE EAST ONE-HALF OF SAID LOT 3, A DISTANCE OF 75.7 FEET TO A POINT AT THE INTERSECTION OF A PROJECTION OF THE WEST INTERIOR WALL FACE OF SAID UNIT SEVEN SECOND FLOOR; THENCE NORTHERLY ON SAID LINE, A DISTANCE OF 9.7 FEET TO A POINT ON THE SOUTH INTERIOR WALL FACE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ON SAID WEST WALL A DISTANCE OF 18.8 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 10.8 FEET; THENCE NORTHEASTERLY ON AN EXISTING WALL A DISTANCE OF 6.5 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 3.0 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 6.8 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 2.3 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 7.7 FEET; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 3.5 FEET; THENCE NORTHERLY ON AN EXISTING WALL A DISTANCE OF 3.5 FEET; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 4.4 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 7.5 FEET; THENCE EASTERLY ON AN EXISTING WALL A DISTANCE OF 7.9 FEET; THENCE SOUTHERLY ON AN EXISTING WALL A DISTANCE OF 4.0 FEET; THENCE WESTERLY ON AN EXISTING WALL A DISTANCE OF 21.3 FEET TO THE POINT OF BEGINNING, CONTAINING 365 SQUARE FEET MORE OR LESS.

SHEET 2 OF 3

 EHRHART GRIFFIN & ASSOCIATES	Project No. EGA031134	UNIT SEVEN	
	ENGINEERING	PLANNING	LAND SURVEYING
	3915 Cuming Street • Omaha, Nebraska 68131 • 402 / 551-0631		



NORTH

SCALE 1" = 10'

LEGAL DESCRIPTION

ALL THAT AREA LYING WITHIN THE OUTDOOR DECK OF UNIT SEVEN, 612 SOUTH 18TH CONDOMINIUM ASSOCIATION PROPERTY WITHIN THE FOLLOWING HORIZONTAL DIMENSIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE EAST ONE-HALF OF LOT 3, BLOCK 4, KOUNTZE AND RUTH'S ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA; THENCE NORTH 89°37'50" WEST (RECORD BEARING) ON THE SOUTH LINE OF THE EAST ONE-HALF OF SAID LOT 3, A DISTANCE OF 53.9 FEET TO A POINT AT THE INTERSECTION OF A PROJECTION OF THE WEST LINE OF SAID DECK; THENCE NORTHERLY ON SAID LINE, A DISTANCE OF 13.0 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH DECK LINE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ON THE LAST DESCRIBED COURSE, A DISTANCE OF 15.7 FEET TO A POINT ON THE EXISTING BUILDING LINE; THENCE EASTERLY ON SAID LINE, A DISTANCE OF 17.7 FEET; THENCE SOUTHERLY ON THE EXISTING OUTER DECK LINE, A DISTANCE OF 15.7 FEET; THENCE WESTERLY ON THE EXISTING OUTER DECK LINE, A DISTANCE OF 17.7 FEET TO THE POINT OF BEGINNING, CONTAINING 277 SQUARE FEET MORE OR LESS.

SHEET 3 OF 3

**EHRHART
GRIFFIN &
ASSOCIATES**

Project No. EGA031134

UNIT SEVEN

ENGINEERING

PLANNING

LAND SURVEYING

3915 Cumming Street • Omaha, Nebraska 68131 • 402 / 551-0631

BYLAWS OF JACKSON SQUARE CONDOMINIUM ASSOCIATION

1. These are the By-Laws of Jackson Square Condominium Association, a Nebraska non-profit mutual benefit corporation with its principal place of business at 612 South 18th Street, Omaha, Nebraska. These are also the By-Laws of the Jackson Square Condominium Property Regime. In addition to the powers and duties set forth herein, the Association shall have all powers provided by the Nebraska Condominium Act, *Neb. Rev. Stat. §76-824-76-894*, Reissue 1996, as amended.

2. Seal and Fiscal Year. The association seal shall bear the name of the association and the words "Omaha, Nebraska, Association Seal." The fiscal year of the association shall be the calendar year.

3. Members. This association has been organized to provide a means of management for the Jackson Square Condominium Property Regime organized within Douglas County, Nebraska. Membership in the Association is automatically granted and restricted to record owners of units in said condominium regime. The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary. No other form of proxy voting will be permitted. Each unit shall be entitled to the number of votes equaling the total dollar basic value assigned to such unit in the Master Deed creating the condominium regime.

4. The Annual Member's Meeting will be held on the tenth day of January of each year at 2:00 p.m. at 612 South 18th Street, Omaha, Nebraska, or at such other place within or without the state of Nebraska as may be designated by the Board of Directors, for the purpose of electing a Board of Directors and transacting any other business that may come before the meeting. No notice of annual meetings need be given.

5. Special Members' Meetings may be called by the President or by a majority of the Board of Directors and must be called upon receipt of written request from members holding at least one-fourth of the total basic value of the condominium regime. Notice of special meetings shall be given by ten days written notice delivered or mailed to each unit. Notices may be waived either before or after the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Exhibit "B"

6. The President shall preside over members' meetings, and the Secretary shall keep the minute book wherein the resolutions shall be recorded.
7. Order of Business. The order of business at all meeting of the unit owners shall be as follows:
 - a. Roll Call;
 - b. Proof of Notice of Meeting;
 - c. Reading of Minutes of preceding Meeting;
 - d. Reports of officers;
 - e. Reports of committees;
 - f. Election of inspectors of election (when so required)
 - g. Election of members of the Board of Directors (when so required)
 - h. Unfinished business; and
 - i. New Business.
8. A Quorum for members' meetings shall consist of persons owning a majority of the total basic value of the condominium regime, but a meeting consisting of less than a quorum may by majority vote adjourn the meeting from time to time without further notice.
9. Majority vote. The vote of members owning a majority of basic value of the condominium regime represented at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Master Deed, or by these By-Laws.
10. The Affairs of the Association shall be managed by a Board of three (3) Directors, who must be Unit owners or employees of Unit owners, elected by the members at each annual meeting of the members. Every member shall have the right to cumulate his vote and to give one candidate a number of votes equal to his vote multiplied by the number of directors to be elected, or by distributing such votes on the same principle among any number of such candidates. Vacancies occurring in the Board shall be filled by the remaining Directors. Notwithstanding the foregoing, until the annual meeting of members in January of 2005, or until the Board of Directors of Jackson Square Condominium Association elects in writing to waive its right to elect the Directors (whichever shall first occur), the Directors of the Association shall be elected solely by said Board of Directors. The term of each director shall be until the next annual meeting of the members or until the successor is duly elected and qualified. A majority of the Directors shall constitute a quorum; and a majority vote of Directors present at a meeting comprising a quorum shall constitute the act of the Directors. The Board of Directors shall have authority for the care, upkeep and surveillance of the condominium buildings and its general common elements or services and also the designation and dismissal of the personnel necessary for the works and the general or limited common services of the buildings. Compensation for professional services shall be subject to and approved by the

Board of Directors. Directors shall serve without compensation, however, a contract for services may be entered into with a director.

11. The Number of Directors constituting the initial Board of Directors of the Association is three (3). The following persons are, by the acceptance of these By-Laws, appointed as the initial Board of Directors and shall remain directors until the annual meeting of members in January of 2005 and until said meeting any vacancy on the Board shall be filled by a majority vote of the remaining directors cast a special meeting held for this purpose upon twenty-four (24) hours' actual notice.

The members of the initial Board of Directors are:

Michael Walz	4601 Dodge Street, Omaha, NE
David D. Begley	1127 South 119 th Street, Omaha, NE
Jennifer Hellman	13915 Gold Circle, Omaha, NE

12. The Annual Meeting of Directors shall immediately follow the annual meeting of members. No notice of an annual meeting shall be required. Special meetings of Directors may be called by the President or by a majority of the Directors upon twenty-four (24) hours' prior notice of the meeting given personally or by mail, telephone or facsimile transmission.

13. The Officers of the association shall be elected by the Directors. Officers shall serve without compensation. Any person may hold two or more offices, but no one person shall hold the office of President and Secretary. The officers of the association shall consist of a President, Secretary and Treasurer and such additional Officers as the administrators shall deem necessary from time to time.

- a. The President (or the Treasurer in the absence or disability of the President) shall be the chief executive officer of the association; shall preside at meetings of members and Directors; shall be a co-signatory with the Treasurer on all contracts and instruments having a value in excess of \$25,000; shall have general management of association affairs and shall carry out all orders of the Board of Directors. The President shall sign and the Secretary shall witness all amendments to the Declaration.

- b. The Secretary shall record the minutes of meetings of Directors and members, shall have custody of the association seal and affix it to such instruments as are authorized by the Directors, and shall perform such other duties prescribed by the President or the Directors. The Secretary or Director from the Board of Directors shall prepare, execute and deliver to the President for execution all amendments to the Declaration.

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

14. Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimate of funds required to defray common expenses in the

coming year and to provide funds for current expenses, reserves for deferred maintenance, reserves for replacement, and reserves to provide a working fund or to meet anticipated losses. Within thirty (30) days following approval of a proposed budget, a summary of such budget will be mailed to all unit owners with a notice setting a date for a meeting of the unit owners to ratify the budget. Unless rejected by a majority of quorum of unit owners, the budget is ratified.

If the unit owners reject the proposed budget, then, in such event, the Board of Directors will adopt an interim budget necessary to maintain the overhead and operating expenses of the common areas of the entire building. The interim budget shall not require unit owner approval. The interim budget shall be assessable against each unit owner on a pro-rata basis until the next fiscal budget is adopted and approved.

Common area expenses shall include, but are not limited to: grounds maintenance, utilities, telephone service, building security, cleaning and trash removal, liability and casualty insurance, taxes and management expenses. Common area space includes, but is not limited to areas inside the structure, including mechanical areas and spaces above ceilings, and outside the building structure to include sidewalks, walls and roof.

The budget shall be adopted in November of each year for the coming calendar year, and copies of the budget and proposed assessments shall be sent to each owner on or before December 31 preceding the year for which the budget is made. Budgets may be amended during a current year where necessary. Such amendments shall be subject to the same ratification process as the proposed budget. Except as provided in Article XII of the Master Deed there shall be no enlargement of the common elements or additional structures built as part of the common elements if such enlargement or additional construction costs more than \$25,000 unless and until such proposal is approved in writing by owners representing at least three-fourths of the total basic value of the condominium and until a proper amendment to the Master Deed has been executed, acknowledged and recorded.

15. Assessments against each unit owner for such common expenses shall be made annually on or before December 31 preceding the year for which assessments apply. The annual assessments shall be due in twelve equal, monthly payments on the first day of each month. The assessment to be levied against each unit shall be such unit's pro-rata share of the total annual budget based upon the percentage of such unit's basic value as set forth in the Master Deed establishing the condominium. In case of an amended budget as provided in Article 14 above, the amended assessment shall be payable at the times specified in the notice of the amended assessment sent to each owner. If any member shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the member in its unit and the Directors may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be

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privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the unit. Assessments delinquent more than ten (10) days after the due date shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due and payable without notice.

16. Insurance. Insurance policies, based on replacement value, upon the condominium property including the structure but excluding the property and furnishings of individual units shall be purchased by and in the name of the Association for the benefit of the Association and the unit co-owners as their interests may appear. Provisions shall be made (if possible) for the issuance of certificates of insurance to holders of first mortgages upon individual units. The insurance shall cover all buildings, improvements, and all personal property (except that located specifically in the area identified as the individual condominium owners property) which comprise the general and limited common elements in an amount equal to the full insurable value thereof (excluding foundation, walks, drives and excavation costs) as determined annually by the Association, but with co-insurance clauses being permitted. Responsibility for the insurance of each condominium owner's property as defined in Exhibit A, of the Master Deed, shall rest with that specific condominium owner. Such coverage shall afford protection against loss by fire and extended coverage hazards. In addition, insurance shall be procured for workmen's compensation coverage and public liability insurance covering the common elements and such other insurance as the Association may deem advisable from time to time. Insurance premiums shall be deemed a common element expense. The Association is hereby irrevocably appointed agent for each unit co-owner and its mortgagee to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims without joinder by the co-owner or its mortgagees. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds of the fair market value of the buildings and improvements prior to damage. In such case, and unless otherwise agreed upon in writing by owners representing three-fourths of the total basic value of the condominium within 120 days after such damage or destruction, the condominium regime shall be deemed waived, and the property shall be subject to a partition action and may be sold and the proceeds, along with the insurance indemnity, if any, shall be credited to each unit owner in accordance with its percentage interest specified in the Master Deed. Any such sums shall be first applied toward satisfaction of any recorded first mortgage against each unit, next towards satisfaction of junior recorded liens in order of their priority, and the remainder paid to each unit owner. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a common element expense to be assessed and collected by the Association from the co-owners; provided, however, that in such case of under-insurance, any excess proceeds of insurance

received shall be credited to the common element working fund. Each unit owner may obtain additional insurance at its expense.

17. The Board of Directors shall have the right of access to each unit at all reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables utility lines and any common elements accessible from within any unit, and to insure compliance by the owner with all of the owner's duties under the condominium regime.
18. These By-Laws and the system of administration set out herein may be amended by co-owners representing at least two-thirds of the total basic value of the Condominium Regime as set forth in the Declaration, but each such amendment shall embody all of the required provisions set forth in *Neb. Rev. Stat. §76-864*, Reissue 1996 as amended. Such amendment shall be executed and acknowledged by the President and attested by the Secretary of the Association and shall be operative upon the recording of such amendment in the office of the Register of Deeds of Douglas County, Nebraska in the same manner as the Master Deed and the original By-Laws.

Executed this 18th day of July, 2003.

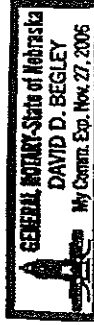
JACKSON SQUARE CONDOMINIUM ASSOCIATION

Attest: David D. Begley By Michael J. Walz
David D. Begley, Secretary Michael J. Walz, President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.)

On the date last above written before me the undersigned, a Notary Public, in and for said County personally came Michael J. Walz, President, of Jackson Square Condominium Association, to me known to be the President and the identical person whose name is affixed to the foregoing By-Laws, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Association, and the corporate seal of the said Association was thereto affixed by it authority.

Witness my hand and Notarial Seal at Omaha in said County on the date last above written.

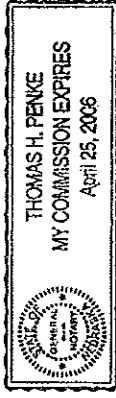


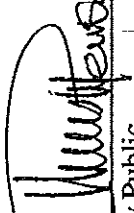
David D. Begley
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the date last above written before me the undersigned, a Notary Public, in and for said County personally came David D. Begley, Secretary, of Jackson Square Condominium Association, to me known to be the Secretary and the identical person whose name is affixed to the foregoing By-Laws, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Association, and the corporate seal of the said Association was thereto affixed by it authority.

Witness my hand and Notarial Seal at Omaha in said County on the date last above written.




Notary Public

