

MASTER DEED AND DECLARATION  
FOR  
THE LATVIAN TOWER CONDOMINIUMS

This Declaration, made by The Latvian Tower Condominium Corporation, a Nebraska corporation, hereinafter referred to as the "Declarant".

WITNESSETH:

Whereas, Declarant is the owner of real estate located in the County of Douglas, State of Nebraska, more particularly described as:

That part of the Northeast 1/4 of the Northwest 1/4 of Section 34, T15N, R12E, of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the Southeast corner of said Northeast 1/4 of the Northwest 1/4 of Section 34; thence S 89°54'55" W on the South line of the Northeast 1/4, 553.9 feet to the point of beginning; thence continuing S 89°54'55" W on the South line of said Northeast 1/4, 324.66 feet; thence N 37°08'50" E, 324.92 feet; thence S 52°51'10" E, 122.00 feet to a point of curve; thence on a curve to the right (radius being 39.22 feet) an arc distance of 45.86 feet; thence S 14°08'50" W, 25.00 feet to a point of curve; thence on a curve to the right (radius being 89.00 feet) an arc distance of 39.22 feet; thence S 0°05'05" E, 54.09 feet; thence N 89°54'55" E, 34.59 feet; thence S 0°05'05" E, 38.00 feet to the point of beginning (The North line of said Northwest 1/4 assumed East-West in direction).

NEBRASKA DOCUMENTARY.  
STAMP TAX  
JUN 8 - 1979  
S. *Ex* BY *m. m*

*Room 4  
1407 1/2 Franklin St.  
Burlington, Mo.*

Together with Ingress and Egress pursuant to a License and Easement Agreement filed November 24, 1970 in Book 494 at Page 515 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska and Addendum thereto dated and filed March 27, 1979 at Miscellaneous Book 612, Page 349 and Modification thereto dated March 30, 1979 and filed that date at Miscellaneous Book 612 and Page 395 with the Register of Deeds of Douglas County, Nebraska, over and upon the following described property:

Commencing at the Southeast corner of said Northeast 1/4 of the Northwest 1/4 of Section 34; thence S 89° 54'55" W on the South line of said Northeast 1/4, 878.56 feet; thence N 37°08'50" E, 324.92 feet to the point of beginning; thence S 52°51'10" E, 122.00 feet to a point of curve; thence on a curve to the right (radius being 39.22 feet) an arc distance of 45.36 feet; thence S 14°08'50" W, 25.00 feet to a point of curve; thence on a curve to the right (radius being 98.00 feet) an arc distance of 30.22 feet; thence S 0°05'05" E, 54.09 feet; thence N 89°54'55" E, 34.59 feet; thence N 0°05'55" W, 25.00 feet; thence S 89° 54'55" W, 6.57 feet; thence N 0°05'55" W, 11.65 feet to a point of curve; thence on a curve to the left (radius being 131.00 feet) an arc distance of 40.39 feet; thence N 14°03'50" E, 25.00 feet to a point of curve; thence on a curve to the left (radius being 72.52 feet) an arc distance of 84.80 feet; thence N 52°51'10" W, 122.00 feet; thence S 37°08'50" W, 33.00 feet to the point of beginning. (The North line of said Northwest 1/4 assumed East-West in direction).

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Whereas, there is located on the above described real estate a Building commonly known as The Latvian Tower. The Building is a seven (7) story multi-family structure with a basement level. The Building contains 20 apartment units, a garage, and other amenities. The Building is constructed principally of concrete, concrete blocks, bricks, structural steel, wood, glass, plaster, and wall board.

Whereas, said Declarant intends to and does hereby submit the Parcel, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto (hereinafter called the "Property"), to a condominium regime pursuant to the Condominium Act of Nebraska; and

Whereas, said Declarant further desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and intends that all future owners, occupants, mortgagees, and any other persons hereafter acquiring any interest in the Property shall hold said interest subject to certain rights, easements and privileges in, over and upon said premises and certain mutually beneficial restrictions, obligations and liens are declared to be in furtherance of a plan to promote and protect the co-operative aspects of residence on the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

Now, therefore, said Declarant, as the owner of the real estate hereinbefore described, and for the purposes above set forth, declares as follows:

1. Definitions. As used herein, unless the context otherwise requires:
  - (a) "Act" means the Nebraska Condominium Act of the State of Nebraska.
  - (b) "Association" means The Latvian Tower Condominium Association, Inc., a Nebraska non-profit corporation.

- (c) "Board" means the Board of Directors of the Association.
- (d) "Building" means the structural improvements located on the Parcel and forming part of the Property and containing Units.
- (e) "By-Laws" mean the By-Laws of the Association, attached hereto as Exhibit "C" and by this reference made a part hereof, as amended from time to time.
- (f) "Common Elements" mean all of the Property except for the Units, and, without limiting the generality of the foregoing, shall include those items defined as "general common elements" in the Act, including but not limited to the following:
  - (1) The Parcel;
  - (2) All foundations, floors, bearing walls and columns, exterior walls of each apartment and of the building, ceilings and roofs, halls, lobbies, stairways, and entrances and exits or communication ways;
  - (3) The garage and outside parking areas, all basements, flat roofs, yards, and gardens, except as otherwise herein provided or stipulated.
  - (4) All compartments or installations of central services such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating (including, without limitation, the convectors located within the Units), reservoirs, water tanks and pumps, swimming pools, and the like;
  - (5) All elevators and shafts and, in general, all devices or installations existing for common use; and
  - (6) All other elements of the Property desirably or rationally of common use or necessary to the existence, upkeep and safety of the condominium regime established by this Declaration.
- (g) "Common expenses" mean and includes:

- (1) All sums lawfully assessed against the Common Elements by the Board.
  - (2) All expenses of administration and management, maintenance, operation, repair or replacement of and additions to the Common Elements;
  - (3) Expenses agreed upon as a common expense by the Unit Owners; and
  - (4) Expenses declared to be common expenses by this Declaration or by the By-Laws.
- (h) "Council of Co-Owners" means all of the Unit owners, which Council of Co-Owners has been incorporated as the Association.
- (i) "Declarant" means The Latvian Tower Condominium Corporation, a Nebraska corporation, its successors and assigns, provided such successors or assigns are designated in writing by Declarant as a successor or assign of the rights of Declarant set forth herein.
- (j) "Declaration" means this instrument, by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as amended from time to time.
- (k) "Limited Common Elements" means all Common Elements serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration, on the Plat or by the Board. Limited Common Elements shall include, but shall not be limited to, convectors, pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units, and any balconies and patios.
- (l) "Majority" or "majority of the Unit Owners" means the owners of more than fifty percent (50%) of the undivided ownership of the Common Elements. Any specific percentage of Unit Owners means that percentage of Unit Owners who in the aggregate own such specified percentage of the entire undivided ownership of the Common Elements.
- (m) "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

- (n) "Parcel" means the parcel or tract of real estate described above in this Declaration, submitted to the provisions of the Act.
- (o) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (p) "Plat" means the floor and elevation plans and drawings of the Building, attached hereto as Exhibit "A" and by this reference made a part hereof.
- (q) "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners.
- (r) "Record" or "Recording" refers to the record or recording in the Office of the Register of Deeds, Douglas County.
- (s) "Unit" means an enclosed space consisting of one or more rooms occupying all or part of a floor or floors in the Building, which enclosed space is not owned in common with the Unit Owners of other Units. Each Unit is numbered as shown on the Plat, and the boundaries of each Unit shall be and are the interior surfaces of its perimeter walls, floors, and ceilings; and a Unit includes both the portion of the Building so described and the air space so encompassed, excepting Common Elements. Any Unit may be jointly or commonly owned by more than one person. It is intended that the term "Unit" as used in this Declaration shall have the same meaning as the term "Apartment" as used in the Act.
- (t) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and of the undivided interest in the Common Elements appurtenant thereto, but shall not include those having an interest in a Unit merely as security for the performance of an obligation. Unless specifically provided otherwise herein, Declarant shall be deemed a Unit Owner so long as it is the legal title holder of any Unit. It is intended that the term "Unit Owner" as used in this Declaration shall have the same meaning as the term "Co-Owner" as used in the Act.

2. Submission of Property to the Act. Declarant is the legal and equitable title holder of the fee simple title to the Parcel, and expressly intends to, and by recording this Declaration does hereby, submit the Property to the provisions of the Act; said property to be known as "The Latvian Tower Condominium Property Regime".
3. Plat. The Plat sets forth the descriptions, locations and other data, as required by the Act. The Plat shows graphically all particulars of the Building including, but not limited to the following:
  - A. The location, approximate area, number of rooms, and designated apartment number of each Unit;
  - B. The dimensions, area and location of common elements affording access to each Unit;
  - C. The other common elements, both limited and general, insofar as possible.
4. Units. The legal description of each Unit shall consist of the identifying number of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument shall legally describe a Unit by its identifying number as shown on the Plat and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided in this Declaration and in the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.
5. No Partition. The Common Elements shall remain undivided and shall not be the object of an action for partition or division of the co-ownership thereof so long as suitable for a condominium regime, and, in any event, all Mortgages must be paid in full prior to bringing an action for partition or the consent of all Mortgages must be obtained.
6. (a) Association of Unit Owners and Administration and Operation of the Property. There has been formed an Association having the name The Latvian Tower Condominium Association, Inc., a Nebraska non-profit corporation, which Association shall be the governing body for all of the Unit Owners, for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Declaration and the By-Laws. The Board of Directors of the Association shall be elected and shall serve in accordance with the provisions of the By-Laws. The fiscal year of the Association shall be

determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner shall be a member of the Association so long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association shall one thousand three (1003) and shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements as set forth in Exhibit "B" hereto.

(b) Management of Property. The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board subject to the provisions of subparagraph (c) below. The Board shall also have the authority (but shall not be obligated) to engage, supervise, and control such employees as the Board deems advisable to clean and maintain all or any part of the Units to the extent the Board deems it advisable to provide such services for all or any portion of the Unit Owners. The cost of such services shall be a common expense. Said authority shall not be construed to allow declarant to use the association to paint, clean, or repair individual Units for initial sale.

(c) Apartments for Building Personnel. The Board shall have authority to lease, purchase and mortgage one or more Units or other residential quarters for building personnel. All rental or debt service paid by the Association pursuant to any such lease agreement or Mortgage shall be a common expense. Any such Unit or other residential quarter leased or purchased for building personnel, as provided, hereunder, shall not constitute a part of the Common Elements.

(d) Use by Declarant. During the period of sale by the Declarant of any Units, the Declarant and its agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from Building and Property as may be required for purposes of said sale of Units.



While the Declarant owns any of the Units and until each Unit sold by it is occupied by the purchasers, the Declarant and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units as a sales office, and may maintain customary signs in connection therewith.

(e) Non-Liability of the Directors, Board, and Officers.

Neither the directors, Board or officers of the Association shall be personally liable to the Unit Owners for any mistake or judgment or for any acts or omissions of any nature whatsoever as such acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless each of the directors, Board, officers and their respective heirs, executors, administrators, successors and assigns in accordance with the provisions of the By-Laws. The provisions of this paragraph shall run to and be for the benefit of any such director, officer, Board or committee member notwithstanding the fact that such person may be serving as an accommodation or on behalf of the Declarant.

(f) Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of the Declaration or By-Laws, such dispute or disagreement shall be submitted to the Board. The determination of such dispute or disagreement by the Board shall be binding on each and all such Unit Owners, subject to the right of Unit Owners to seek other remedies provided by law after such determination by the Board.

7. Ownership of the Common Elements. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit "B" attached hereto and by this reference made a part hereof. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering

said Unit may refer only to the title to that Unit, or may refer to an incorrect percentage for that Unit.

8. Use of the Common Elements. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases made by or assigned to the Board) in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to not only each Unit Owner, but also to his agents, servants, tenants, family members, customers, invitees and licensees. However, each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving such Unit alone. Such rights to use the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act, Declaration, By-Laws and rules and regulations of the Association. In addition, the Association shall have the authority to rent, lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-Laws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

(a) Uncovered parking areas shall also be part of the Common Elements, and may be allocated and re-allocated, from time to time, to the respective Unit Owners, and shall be used by such Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe, and parking spaces not so used by Unit Owners otherwise used in such manner as the Board may prescribe.

(b) The covered parking garage and the storage space thereon shall also be common area. However, the Association shall designate the use thereof and shall charge such fees for parking and rental as they see fit. For the first year the fee shall be no more than \$20.00 per month per space. The Association may also designate the use and charges for the eight garage units located out of the parking garages and said fee shall not exceed \$20.00 per month for the first year. Each Unit Owner shall be allocated at least one parking stall to rent in the covered parking garage.

9. Storage Areas. The storage areas on the Property, outside of the Units, shall be part of the Common Elements and shall be allocated and re-allocated, from time to time, to the respective Unit Owners in such manner and subject to such rules and regulations as the Board may

prescribe, and storage areas not so allocated may be rented in such manner as the Board may prescribe. Each Unit Owner shall be entitled to at least one storage area.

10. (a) Common Expenses. Each Unit Owner, including the Declarant, shall pay his proportionate share of the common expenses. Except for its responsibilities as a Unit Owner, as provided herein, the Declarant shall not have any responsibility for the maintenance, repair or replacement of any part of the Common Elements after the date this Declaration is recorded. Such proportionate share of the common expenses for each Unit Owner shall be in accordance with his percentage of ownership in the Common Elements. Payment of common expenses, including any prepayment thereof required by contract for sale of a Unit, shall be in such amounts and at such times as determined in the manner provided in the By-Laws. No Unit Owner shall be exempt from payment of his proportionate share of the common expenses by waiver or non-use or enjoyment of the Common Elements or Limited Common Elements or by abandonment of his Unit. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest thereon at the maximum rate as may then be permitted under the law of the State of Nebraska, accruing from and after the date that said common expenses become due and payable, shall constitute a lien on the interest of such Unit Owner in the Property and his Unit.

(b) Enforcement of Lien. The Board may bring an action at law against the Unit Owner personally obligated to pay the same, for collection of his unpaid proportionate share of the common expenses, or foreclose the lien against the Unit or Units owned by such Unit Owner, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Unit Owner, by his acceptance of a deed to a Unit, hereby expressly vests in the Board or its agents the right and power to bring all actions against such Unit Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens. The lien provided for in this section shall be in favor of the Association and shall be for the common benefit of all Unit Owners. The Board acting on behalf of the Unit Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, mortgage and convey the same.

(c) Mortgage Protection. The lien for common expenses

payable by a Unit Owner shall be subordinate to the lien of a prior recorded first Mortgage on the interest of such Unit Owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the Mortgagee thereunder either takes possession of the Unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or files suit to foreclose its Mortgage and causes a receiver to be appointed. This subparagraph (c) shall not be amended, changed, modified or rescinded without the prior written consent of all Mortgagees of record holding a lien against all or part of the Property.

11. Mortgages. Each Unit Owner shall have the right, subject to the provisions herein, to make separate Mortgages for his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created from the date hereof any Mortgage or other lien on or affecting the Property or any part thereof, except only to the extent of his own Unit and the respective percentage interest in the Common Elements appurtenant thereto.
12. Separate Real Estate Taxes. Taxes, assessments and other charges of any taxing or assessing authority shall be separately assessed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Element as provided in the Act. In the event that such taxes or assessments for any year are not separately assessed to each Unit Owner, but rather are assessed on the Property as a whole then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements, and, in said event, such taxes or assessments shall be a common expense. Without limiting the authority of the Board provided for elsewhere herein, the Board shall have the authority to collect from the Unit Owners their proportionate share of taxes or assessments for any year in which taxes are assessed on the Property as a whole.
13. Insurance. The Board shall have the authority to and shall obtain insurance for the Property, exclusive of decorating of and improvements to the Units or Limited Common Elements by the Unit Owners against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed the cost of restoring the Common Elements, Units or any part thereof to substantially

the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association as the trustee for each of the Unit Owners in direct ratio to said Unit Owner's respective percentage of ownership in the Common Elements, as set forth in the Declaration, and for the holders of Mortgages on his Unit, if any. Such policies of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a common expense.

The Board shall also have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable, and workman's compensation insurance and other liability insurance as it deems desirable, insuring each Unit Owner, Mortgagee of record, if any, the Association, its officers, directors, Board and employees and the Managing Agent, if any, from liability in connection with the Common Elements. The premiums for such insurance shall be a common expense.

Each Unit Owner shall be responsible for obtaining his own insurance on the improvements and betterments to his Unit and on the contents of his Unit and the Limited Common Elements serving his Unit, as well as his decoration, furnishings and personal property therein, and his personal property stored elsewhere on the Property. In addition, in the event a Unit Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that this liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Unit Owners as part of the common expenses, as above provided, said Unit Owner may, at his option and expense, obtain additional insurance.

14. Damage and Destruction. In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the Building, shall be applied to such reconstruction. Reconstruction of the Building, as used in this paragraph, means restoring the Building to substantially the same condition in which it existed prior to the fire, casualty, or other disaster with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished by the Managing Agent or Board.

If insurance proceeds are insufficient to reconstruct the Building, damage to or destruction of the Building shall be promptly repaired and restored by the Managing Agent or Board, using proceeds of insurance, if any, on the Building for that purpose, and all the Unit Owners shall be liable for assessment for any deficiency. However, if three-fourths or more of the Building is destroyed or substantially damaged and if the Unit Owners, by a vote of at least three-quarters of the voting power, do not voluntarily, within one hundred days after such destruction or damage, make provision for reconstruction, the Association shall record with the County Register of Deeds 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 Unit Owners.
- B. The undivided interest in the Property owned in common which shall appertain to each 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 Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Unit Owner in the Property; and
- D. The Property shall be subject to any action for partition at the suit of any Unit Owner, in which event the net proceeds of 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 Unit Owners in a percentage equal to the percentage of undivided interest owned by each Unit Owner in the Common Elements, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purposes, all liens on the undivided interest in the Property owned by each Unit Owner.

Notwithstanding all provisions hereof, the Unit Owners may, by an affirmative vote of at least three-fourths of the voting power, at a meeting of Unit Owners duly called for such purpose, elect to sell or otherwise dispose of the Property. Such action shall be binding upon all Unit Owners and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

15. Maintenance, Repairs and Replacements. Except to the extent the Board provides (at its option and discretion) maintenance of the Units for Unit Owners, each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his own Unit. Maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association. The cost of maintenance of, repairs to and replacements within the Units to the extent the Board elects to provide such service and within the Common Elements shall be part of the common expenses, subject to the By-Laws, rules and regulations of the Association. However, at the discretion of the Board, maintenance of, repairs to and replacements within the Limited Common Elements may be provided and assessed in whole or in part to Unit Owners benefited thereby, and, further, at the discretion of the Board, the Board may direct Unit Owners who stand to be benefited by such maintenance of, repairs to and replacements within the Limited Common Elements to arrange for such maintenance, repairs and replacements in the name and for the account of such benefited Unit Owners, pay the cost thereof with their own funds, and procure and deliver to the Board such lien waivers and contractor's and subcontractors sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

In addition to the discretionary authority provided herein for maintenance of all or any portion of the Units, the Board shall have the authority to maintain and repair any Units, if such maintenance or repair is reasonable necessary in the discretion of the Board to protect the Common Elements or preserve the appearance and value of the Property, and the Unit Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board, and the Board shall levy a special assessment against the Unit or such Unit Owner for the cost of said necessary maintenance or repair.

If, due to the act or neglect of a Unit Owner, or his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement are required which would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repair and replacements, as may be determined by the Association, however, the provisions of this paragraph are subject to the provisions of paragraph 13 hereof providing for waiver of subrogation rights with respect to casualty damage insured against under the policies of insurance maintained by the Board.

The authorized representatives of the Association or Board, or the Managing Agent with approval of the Board, shall be entitled to reasonable access to the individual Units and Limited Common Elements as may be required in connection with the preservation of any individual Unit or Limited Common Elements in the event of any emergency, or in connection with maintenance of, repairs or replacements within the Common Elements, Limited Common Elements or any equipment, facilities or fixtures affecting or serving other Units, Common Elements and Limited Common Elements to make any alteration required by any governmental authorities.

16. Alterations, Additions or Improvements. Except as provided in this paragraph 16, no alteration or any Common Elements or any additions or improvements thereto shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as common expenses, alterations, additions and improvements of the Common Elements as provided in the By-Laws. Any Unit Owner may make alterations, additions, or improvements within his Unit (including minor alterations to the perimeter walls of his Unit caused by nails, screws, staples and the like) without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

That part of the Common Elements separating and located between and exclusively serving two or more adjacent Units used together, (including, without limitation, portions of any hallway and any walls) may be altered to afford ingress and egress to and from such Units and to afford privacy to the Occupants of such Units when using such Common Elements, and that part of the Common Elements so altered may be used by the Unit Owner or Owners of such Units as a license pursuant to a license agreement with the Association, provided (i) such alterations shall not weaken, impair, or endanger any of the Common Elements or any Unit; (ii) the Unit Owner or Owner desiring to make such alterations shall notify the Board of the nature thereof not later than ten (10) days prior to commencing work; (iii) the expense of making such alterations shall be paid in full by the Unit Owner or Owners making such alterations; (iv) such Unit Owner or Owners shall pay in full the expense of restoring such Common Elements to their condition prior to such alteration in the event such Units shall cease to be used together, as aforesaid; and (v) such alteration shall not interfere with use and enjoyment of the Common Elements (other than the aforesaid part of the Common Elements separating such adjacent Units) including without limitation, reasonable access and ingress to and egress from the other Units in any hallway affected by any such alterations.



17. Decorating. Each Unit Owner, at his own expense, shall furnish and be responsible for all decoration within his own Unit and Limited Common Elements serving his Unit, as may be required from time to time, including painting, wall papering, washing, cleaning, panelling, floor covering, draperies, window shades, curtains, lighting and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of his Unit, and such Unit Owner shall maintain said interior surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, but each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. Decorating of the Common Elements (other than interior surfaces within the Units as above provided and other than of Limited Common Elements) and any redecorating of Units, to the extent such redecorating of Units is made necessary by damage to Units caused by maintenance, repair or replacement of the Common Elements by the Association, shall be furnished by the Association as part of the common expenses. The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned and washed at the expense of the Unit Owner of that Unit. No Unit Owner shall decorate the portions of the balcony of his Unit visible from outside such Unit in any manner which detracts from the appearance of the Building, and the determination of the Board on such matter shall be final.

18. Encroachments. If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements, or if any Unit shall actually encroach upon another Unit, as the Common Elements and Units are shown by the Plat, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist.

19. Use and Occupancy Restrictions. Subject to the provisions of this Declaration and By-Laws, no part of the Property may be used for purposes other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence or such other use permitted by this Declaration

The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, the laundry rooms, receiving rooms, storage areas, swimming pool area and other areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part of all of said Common Elements.

Without limiting the generality of the foregoing provisions of this paragraph 19, use of the Property by the Unit Owners shall be subject to the following restrictions:

- (a) Nothing shall be stored in the Common Elements without prior consent of the Board except in storage areas or as otherwise herein expressly provided;
- (b) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which will be violation of any law;
- (c) No waste shall be committed in or on the Common Elements;
- (d) Subject to Declarant's right under paragraph 6 (e) of this Declaration, no sign of any kind shall be displayed to the public view on or from any Unit of the Common Elements without the prior written consent of the Board or the written consent of the Managing Agent acting in accord with the Board's direction;
- (e) No noxious or offensive activity shall be carried on in any Unit or on or in the Common Elements nor shall anything be done therein which may be or become any annoyance or nuisance to the other Unit Owners;

- (f) Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.
  - (g) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with, the repair or building of the Building or any portion thereof;
  - (h) Outdoor drying of clothes shall not be permitted;
  - (i) Parking of vehicles in driveways and parking areas shall be subject to the rules and regulations of the Board applicable thereto;
  - (j) Except within individual Units, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board;
  - (k) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a parking space to a point outside the Property, or from a point outside the Property directly to a parking space.
  - (l) No Unit shall be sold or leased for any period to any person who, at the date of said purchase or lease, has children who will occupy or reside in the Unit one hundred and eighty (180) days or more in any one calendar year. For the purpose of this paragraph 19 (l) "Children" shall mean persons under the age of sixteen (16) years or such younger age as may be established by the Board of Directors.
20. Remedies. In the event of any violation of the provisions of the Act, this Master Deed, By-Laws or rules and regulations of the Board or Association by any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) the Association, or its successors or assigns, or the Board, or its agent, shall have each and all of the rights and remedies which may be provided for in the Act, this Master Deed, By-Laws, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other

proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, for any other relief.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to any other rights provided for in this Declaration, (a) to enter upon the Unit, or any portion of the property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespassing; or (b) to enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the property and to maintain an action for possession of such Unit in the manner provided by law.

If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit) shall violate any provision of the Act, this Declaration or the regulations of the Association, and if such default or violation shall continue for ten (10) days after notice to the Unit Owner in writing from the Board, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Board, then the Board shall have the power to issue to said defaulting Owner a notice in writing terminating the rights of the said defaulting Owner to continue as Unit Owner and to continue to occupy, use or control his Unit, and thereupon an action in equity may be filed by the Board against said defaulting Owner for a decree of mandatory injunction against said defaulting Owner or Occupant, or in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the Court shall determine, except that the Court shall enjoin and restrain the said defaulting Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge Court costs, Court reporter charges, reasonable attorney's fees and all other expenses of the proceeding and sale, and all such items

shall be taxed against said defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold and may apply to the Court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration.

21. Amendment. (a) Subject to the requirements of this paragraph 21, and of paragraph 10, subparagraph C, the provisions of this Declaration may be amended, modified or rescinded by a resolution setting forth such amendment, modification or rescission and duly adopted by the affirmative vote of not less than eighty percent (80%) of the Unit Owners, or by an instrument in writing setting forth such amendment, modification or rescission and signed by not less than eighty percent (80%) of the Unit Owners and duly acknowledged before a notary public. All holders of a recorded mortgage encumbering any one or more Units in the Building shall be notified by certified mail of any such amendment, modification or rescission and an affidavit by the secretary of the Association certifying to such mailing shall be made a part of any instrument effecting such amendment, modification, or rescission. No such amendment, modification or rescission shall change the boundaries of any Unit, the undivided interest in the Common Elements appurtenant to any Unit, the number of votes in the Association allocated to any Unit, or the liability for Common Expenses appertaining to any Unit, except to the extent authorized by this Declaration or by the Act.

(b) If the Act, this Declaration, or the By-Laws require the consent or agreement of all Unit Owners or of all holders of a recorded mortgage encumbering any one or more Units in the Building, or both, for any action specified in the Act or in this Declaration, then any instrument amending, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all Unit Owners or all such lien holders, or both, as the case may be, as required by the Act, this Declaration or the By-Laws.

(c) Any amendment, modification or rescission of this Declaration pursuant to this paragraph 21 or any other provision of this Declaration or of the Act shall be valid and effective only upon the recording thereof, together with an amended Plat if required hereby or by the Act, in the office of the Register of Deeds of Douglas County, Nebraska. This Declaration may not be amended, modified or rescinded so as to conflict with the provisions of the Act.

22. Notices. Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to the Association or Board, or to any Unit Owner, as the case may be at 3003 Paddock Plaza, Omaha, Nebraska 68124, or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address or addresses to all Unit Owners. Any Unit Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

Upon written request to the Board, the holder of any recorded Mortgage encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit is subject to such Mortgage.

23. Severability. If any provision of the Declaration or By-Laws, or any section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the By-Laws and of the application of any such provision, section, sentence, clause, phrase, word in any other circumstances shall not be affected thereby and the remainder of this Declaration or the By-Laws shall be construed as if such invalid part was never included therein.
24. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years.
25. Rights and Obligations. Each grantee of the Declarant by the acceptance of the deed of conveyance from the Declarant, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or re-

served by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any times any interest or estate in said land, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

Made and signed this 6th day of June, 1979.

THE LATVIAN TOWER CONDOMINIUM CORPORATION, A Nebraska Corporation


By Ted Reeder  
Ted Reeder, President

ATTEST:  
Bernard Reeder  
Bernard Reeder, Secretary

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

Before me, a notary public, in and for said county and state, personally came TED REEDER, President THE LATVIAN TOWER CONDOMINIUM 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 2nd day of June, 1979.


 GENERAL NOTARY - State of Nebraska  
BARBARA H. ARMSTRONG  
My Comm. Exp. July 20, 1981

*Barbara H. Armstrong*  
Notary Public

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

Before me, a notary public, in and for said county and state, personally came BERNARD REEDER, Secretary of THE LATVIAN TOWER CONDOMINIUM 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 6th day of June, 1979.

 GENERAL NOTARY - State of Nebraska  
KAREN K. KULA  
My Comm. Exp. July 20, 1981

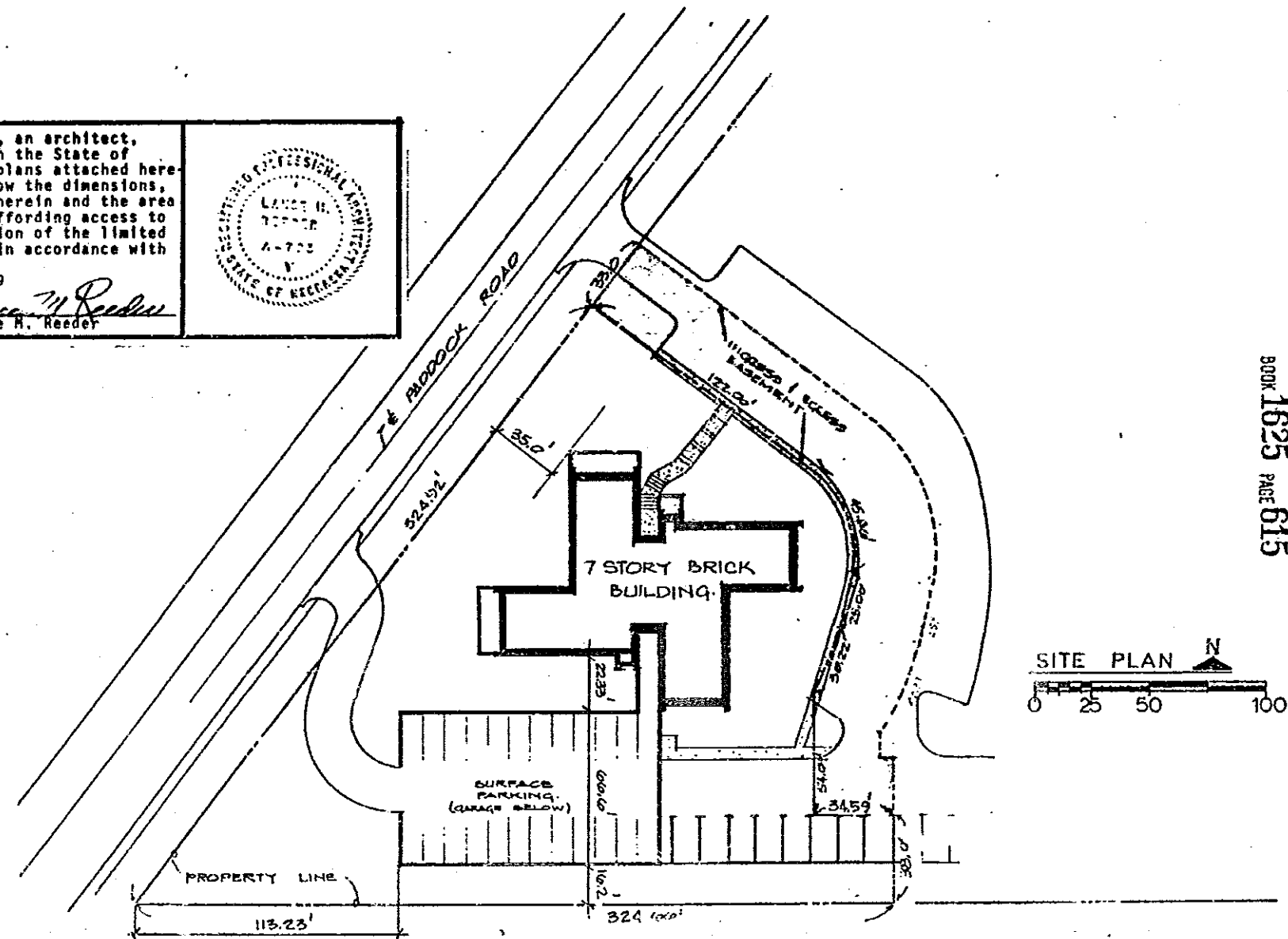
*Karen K. Kula*  
Notary Public



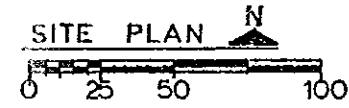
I the undersigned, Lance M. Reeder, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the plans attached hereto, pages 1 through 10, inclusive, show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited common areas. This Certificate made in accordance with R.R.S. Nebr. 76-810.

Dated this 29 day of MAY, 1979

*Lance M. Reeder*  
Lance M. Reeder



BOOK 1625 PAGE 615

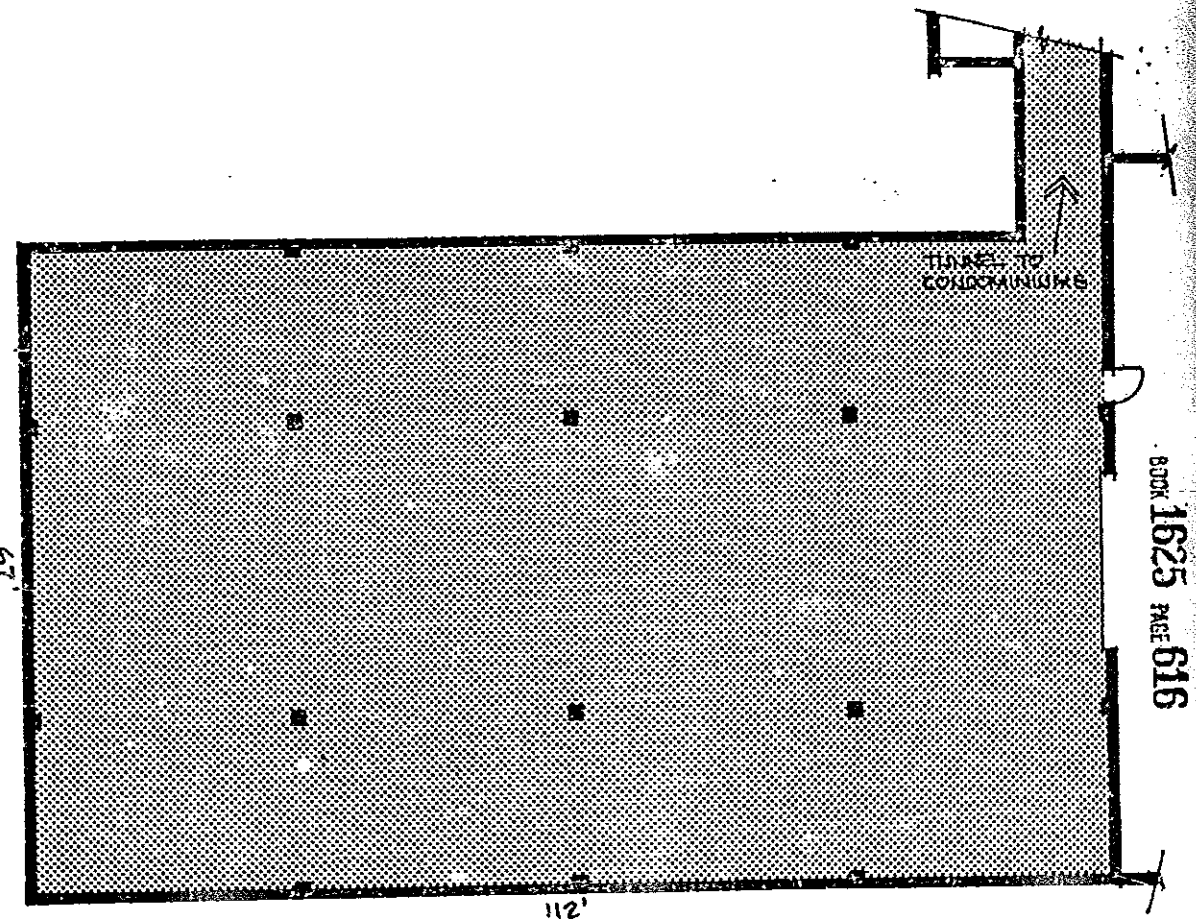


LATVIAN TOWER Property Regime Exhibit "A"	Page of 10	Apartment Unit Number Limited Common Elements General Common Elements	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
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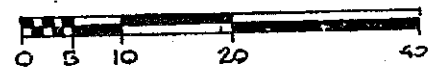
Dated this 29 day of MAY, 1979

*Lance M. Reeder*  
Lance M. Reeder



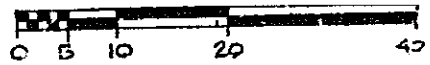
BOOK 1625 PAGE 616

LOWER LEVEL PARKING GARAGE   
north



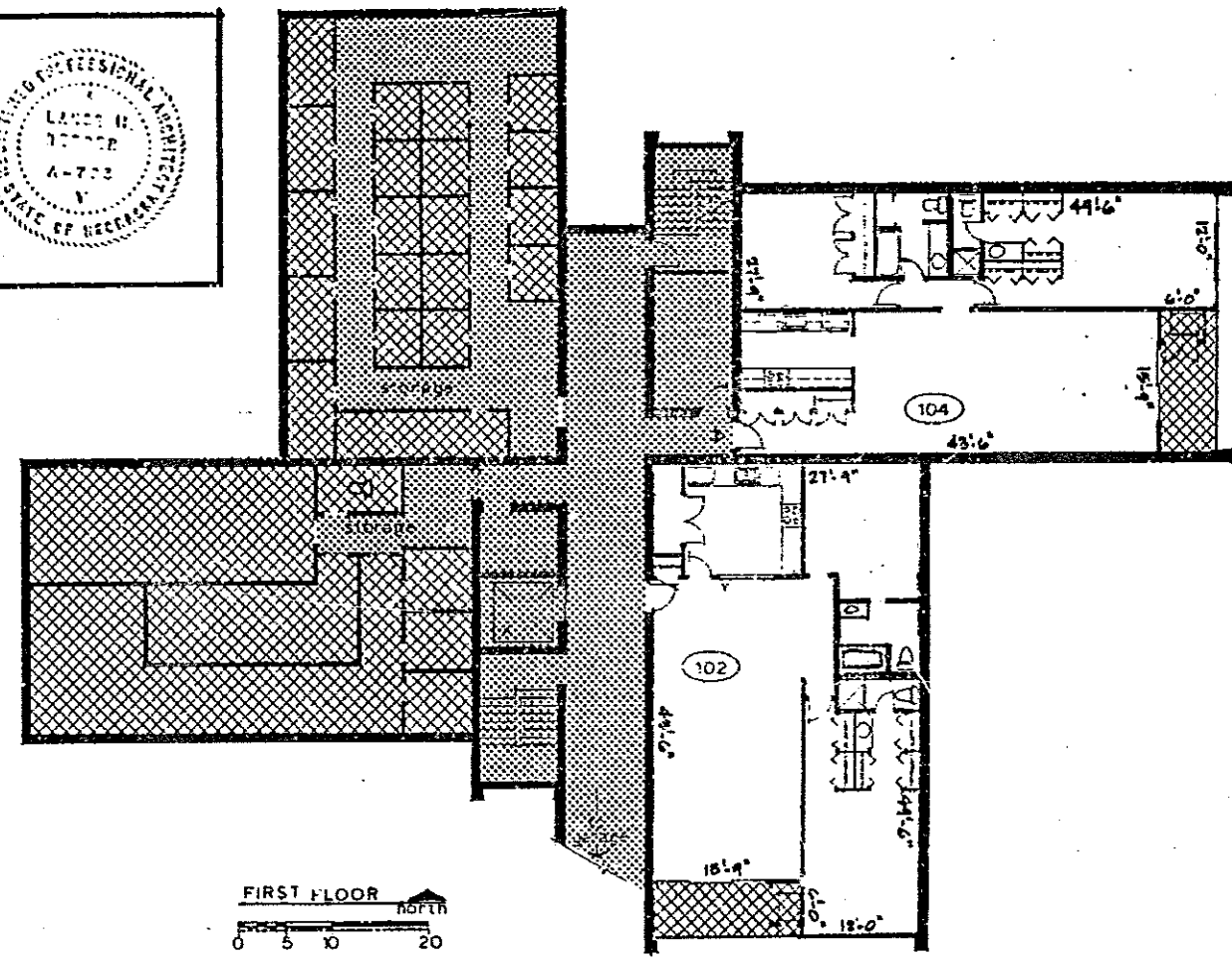
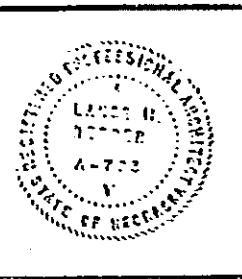
LATVIAN TOWER  
Property Regime  
Exhibit "A"      page 2 of 10

Apartment Unit Number   
Limited Common Elements   
General Common Elements

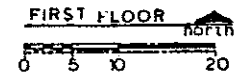


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*Lance M. Reeder*  
Lance H. Reeder



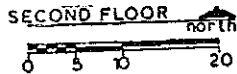
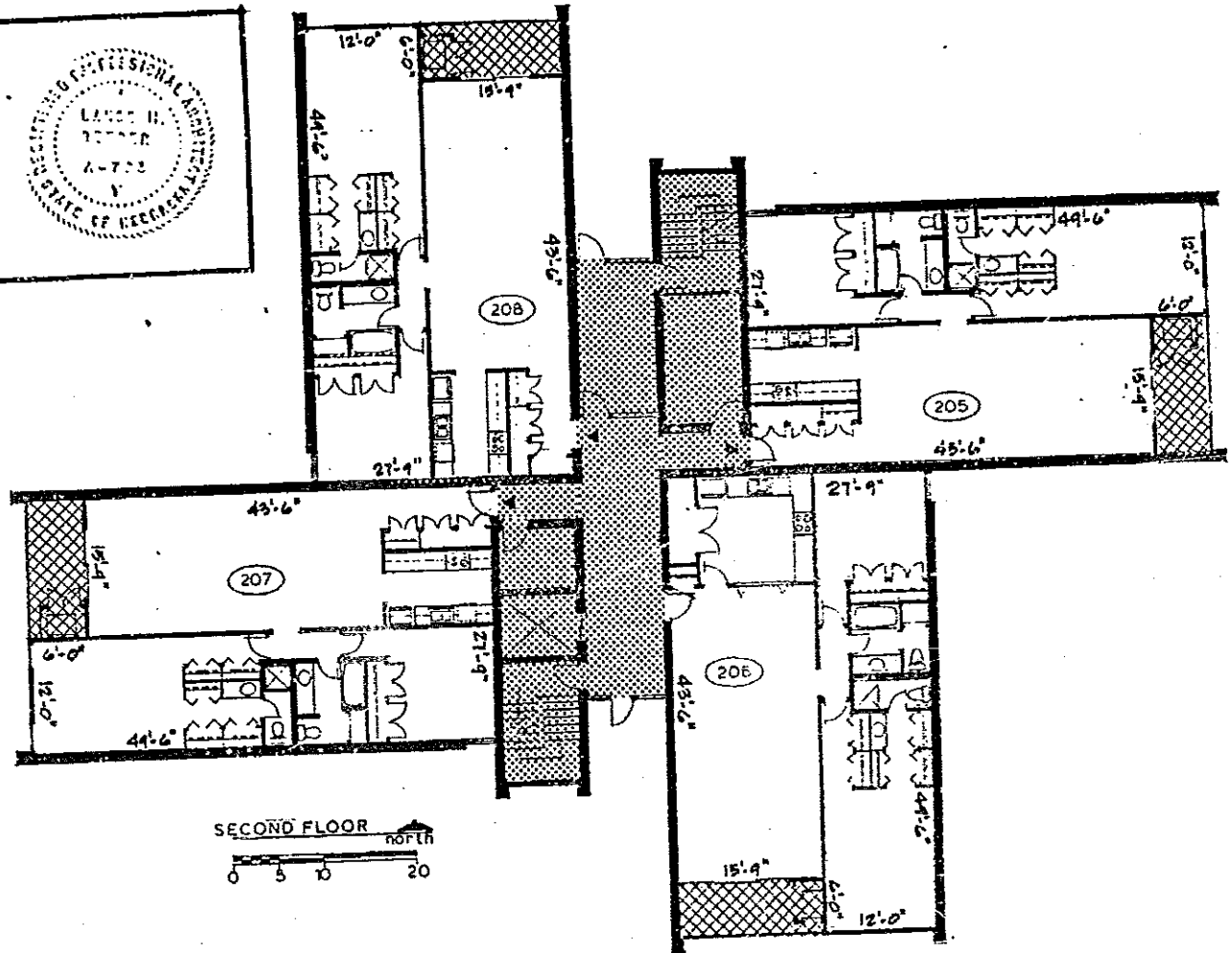
BOOK 1625 PAGE 617



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Dated this 29 day of MAY, 1979

*Lance H. Reeder*  
Lance H. Reeder



BOOK 1625 PAGE 618

LATVIAN TOWER  
Property Regime  
Exhibit "A"

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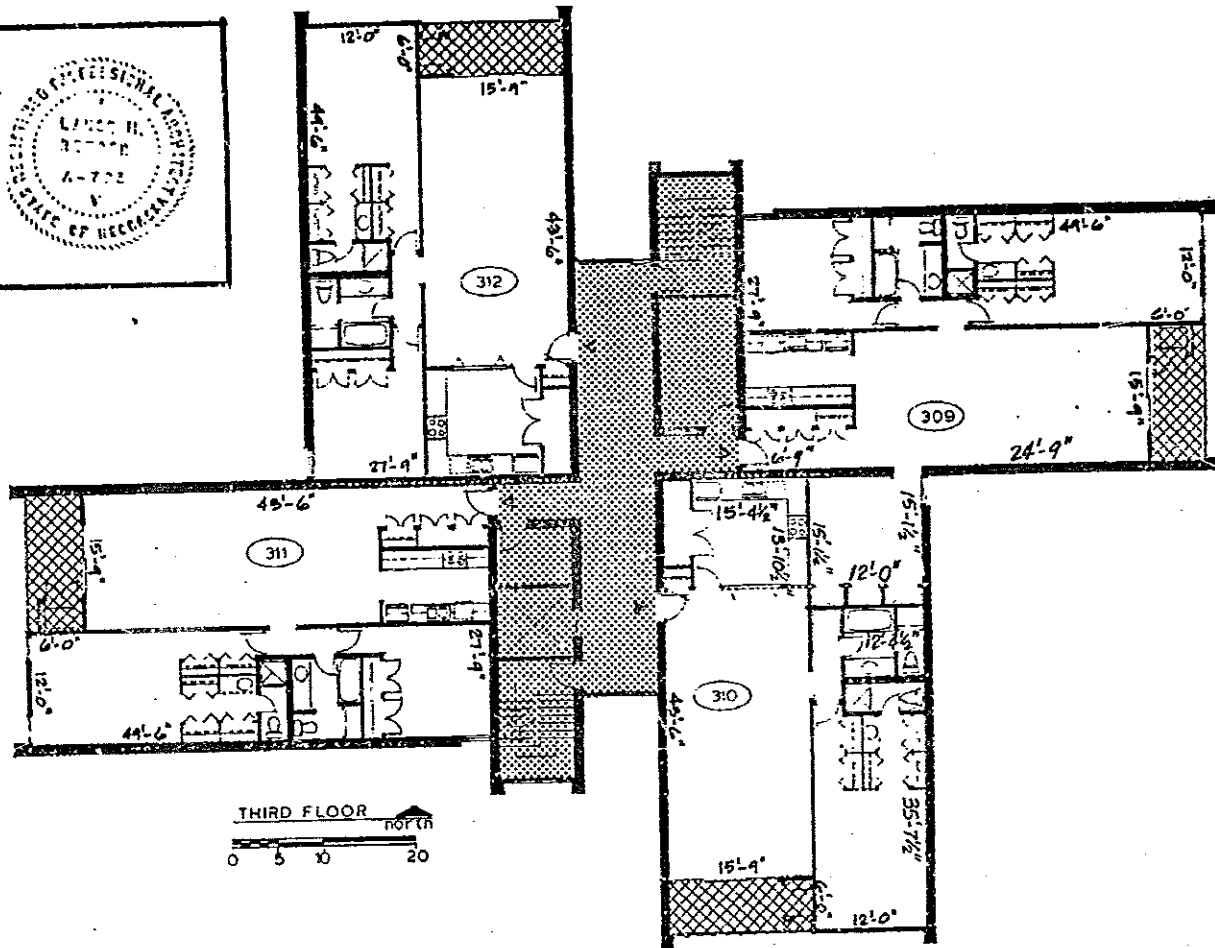
Apartment Unit Number  
Limited Common Elements  
General Common Elements





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Dated this 29 day of MAY, 1979

*Lance M. Reeder*  
Lance M. Reeder



THIRD FLOOR  
0 5 10 20  
North

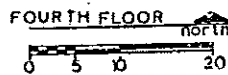
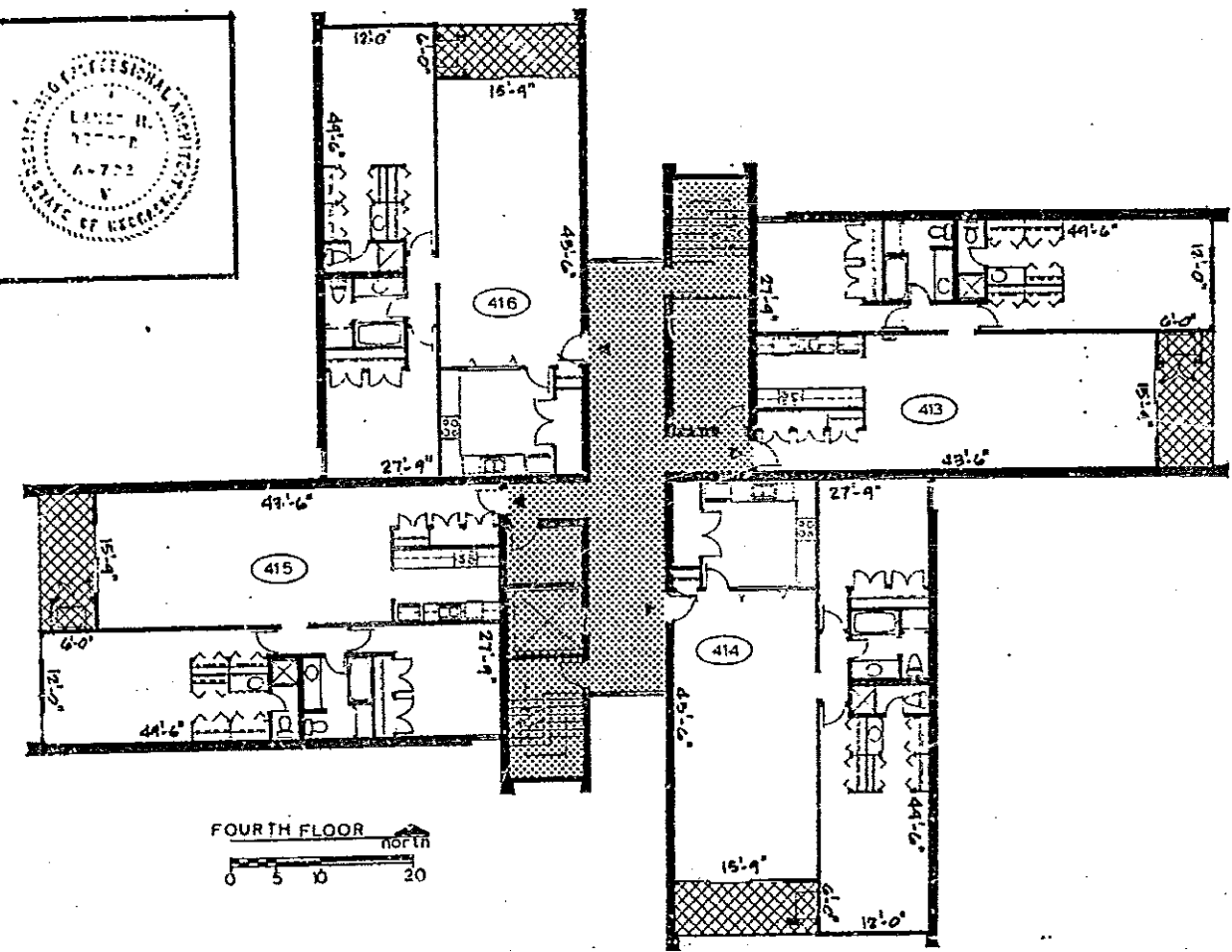
BOOK 1625 PAGE 619



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Dated this 29 day of MAY, 1979

*Lance M. Reeder*  
Lance M. Reeder



BOOK 1625 PAGE 620

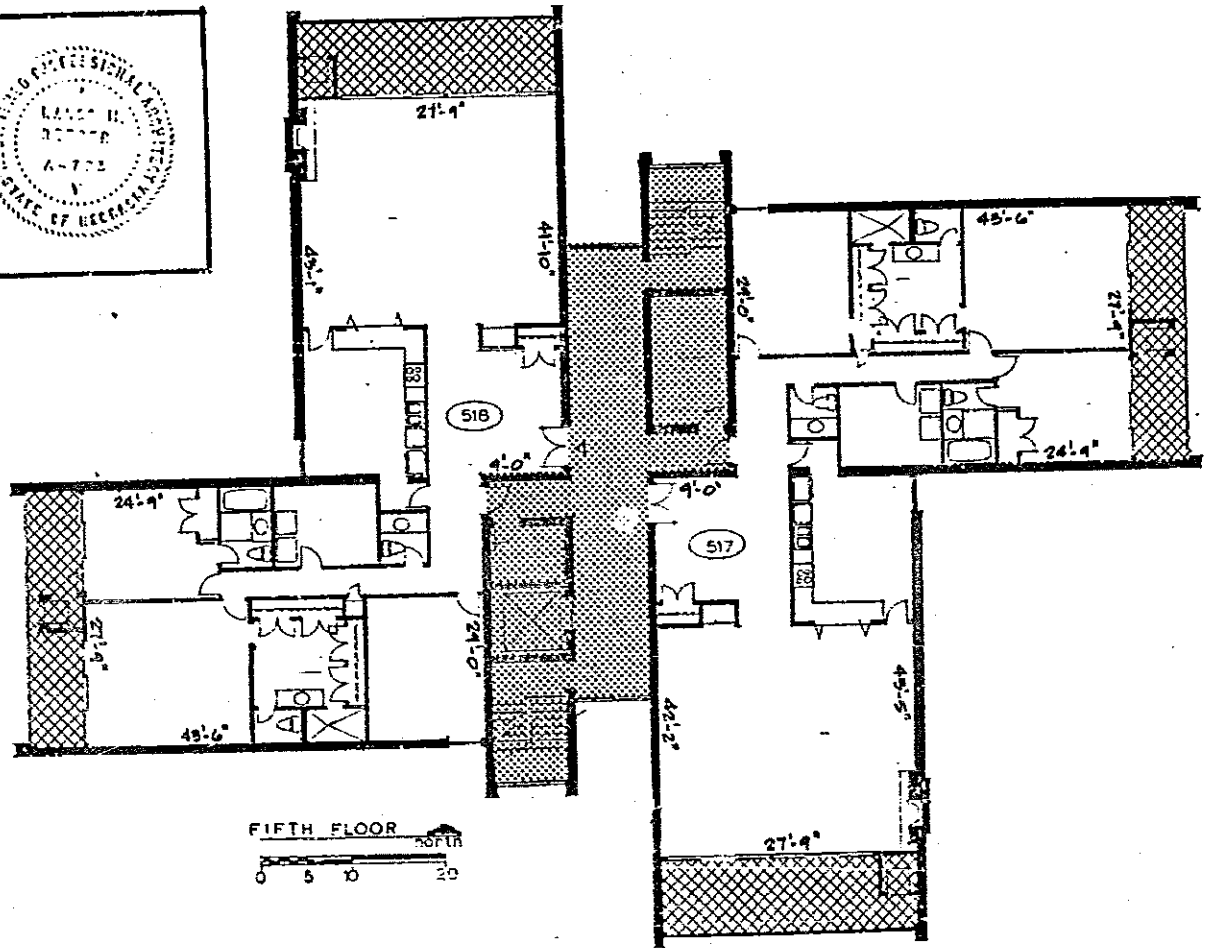
LATVIAN TOWER  
Property Regime  
Exhibit "A"

page  
6 of  
10

Apartment Unit Number  
Limited Common Elements  
General Common Elements



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Dated this 29 day of MAY, 1979  
*Lance M. Reeder*  
Lance M. Reeder

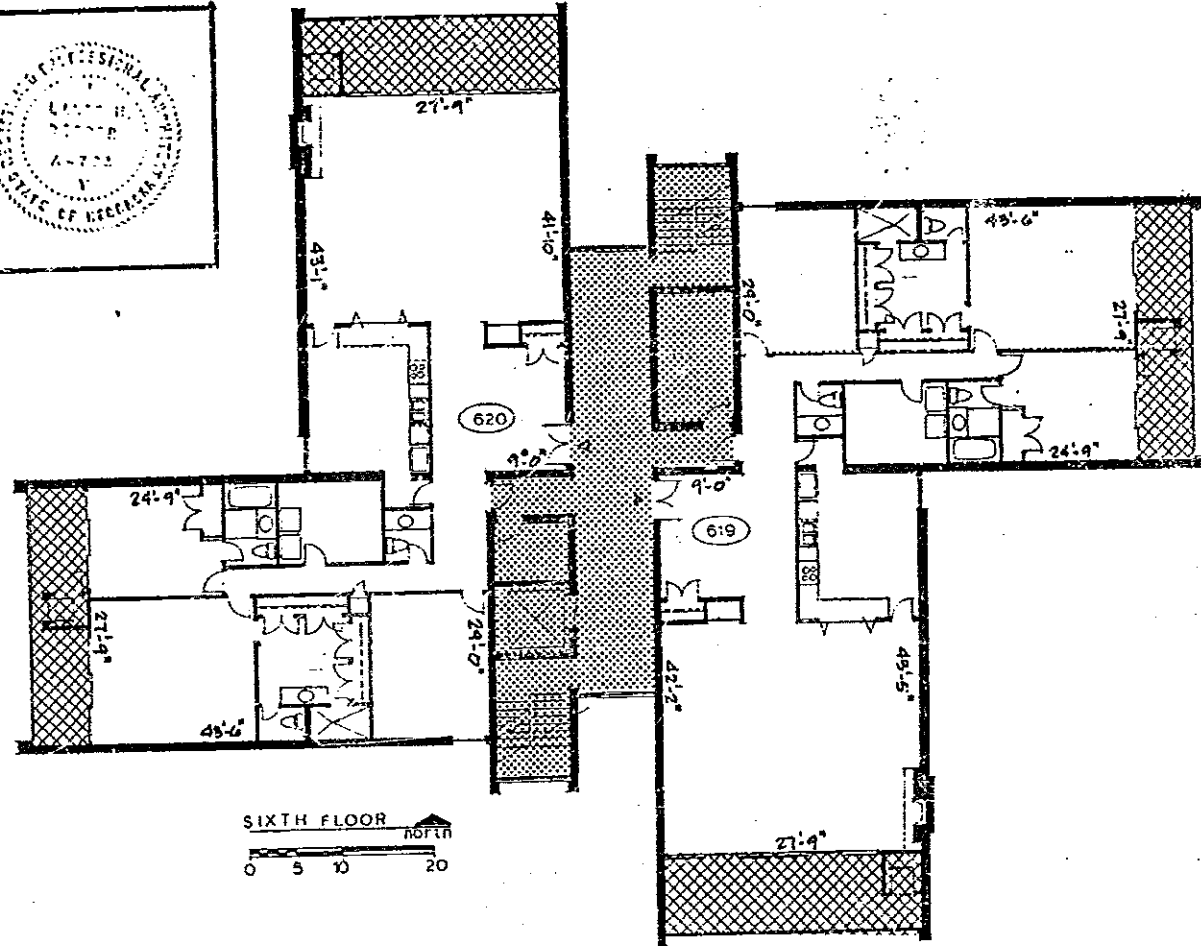


BOOK 1625 PAGE 621

I, the undersigned, Lance M. Reeder, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the plans attached here to, pages 1 through 10, inclusive, show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited common areas. This Certificate made in accordance with R.R.S. Neb. 76-810.

Dated this 29 day of MAY, 1979

*Lance M. Reeder*  
Lance M. Reeder



BOOK 1625 PAGE 622

LATVIAN TOWER  
Property Regime  
Exhibit "A"

page  
8 of  
10

Apartment Unit Number  
Limited Common Elements  
General Common Elements

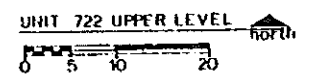
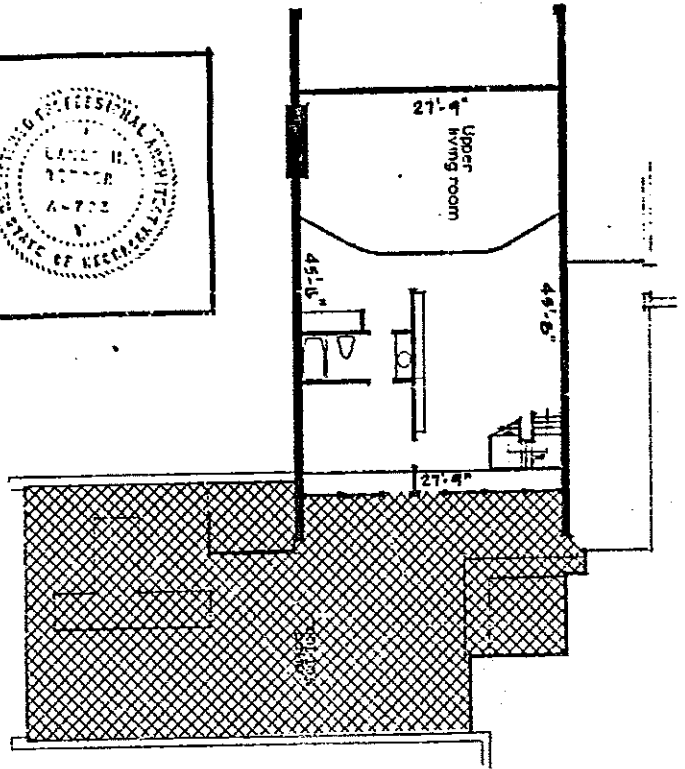






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 Dated this 29 day of MAY, 1979

*Lance M. Reeder*  
 Lance H. Reeder



BOOK 1625 PAGE 624

LATVIAN TOWER  
 Properly Regime  
 Exhibit "A"

page  
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 of  
 10

Apartment Unit Number  
 Limited Common Elements  
 General Common Elements



The total value of the entire Condominium Regime is \$1,690,000 and the basic value of each Unit in the Condominium Regime; the area of each Unit, the percentage which each Unit shall share in the expenses of, and the rights in, common elements; and the votes each unit owner(s) is entitled to in The Latvian Tower Condominium Association Inc., a Nebraska non-profit corporation, are as follows:

<u>APARTMENT NUMBER</u>	<u>BASIC VALUE</u>	<u>APPROXIMATE SQUARE FEET</u>	<u>PERCENTAGE</u>	<u>VOTES</u>
102	53,000	1,344	3.1360	31
104	53,000	1,344	3.1360	31
205	60,000	1,315	3.5502	36
206	60,000	1,315	3.5502	36
207	60,000	1,315	3.5502	36
208	60,000	1,315	3.5502	36
309	65,000	1,480	3.8461	38
310	55,000	1,150	3.2544	33
311	61,000	1,315	3.6094	36
312	61,000	1,315	3.6094	36
413	64,000	1,315	3.7869	38
414	64,000	1,315	3.7869	38
415	64,000	1,315	3.7869	38
416	64,000	1,315	3.7869	38
517	130,000	2,444	7.6923	77
518	130,000	2,444	7.6923	77
619	133,000	2,444	7.8698	79
620	133,000	2,444	7.8698	79
721	140,000	2,444	8.2840	83
722	180,000	3,260	10.6508	107
	\$1,690,000	33,948	99.9987	1003

EXHIBIT "B"

Apartment Unit Number  
 Limited Common Elements  
 General Common Elements

Page  
 10  
 of  
 10

LATVIAN TOWER  
 Property Regime  
 Exhibit "A"

BY-LAWS OF  
THE LATVIAN TOWER CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

Members - (Unit Owners)

SECTION 1. ELIGIBILITY. The members of The Latvian Tower Condominium Association, Inc., a Nebraska non-profit corporation, shall consist of the respective Unit Owners of the Property known as "The Latvian Tower Condominium Property Regime" located at 3003 Paddock Plaza, Omaha Nebraska 68124 in accordance with the respective percentages of ownership interest in the Common Elements of the Property owned by the respective Unit Owners (these and other terms are used in these By-Laws as they are defined in the Declaration of Condominiums for The Latvian Tower Condominiums, which Declaration is recorded in the office of the Recorder of Douglas County, Nebraska. The words "member" or "members" as used in these By-Laws mean and shall refer to "Unit Owner" or "Unit Owners", as the case may be, as defined in the Declaration). If a Unit Owner is a corporation or partnership, the member may be an officer, partner or employee of such Unit Owner.

SECTION 2. SUCCESSION. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

SECTION 3. REGULAR MEETINGS. The first regular meeting of Unit Owners (the "First Meeting") may be held, subject to the terms hereof, on any date, at the option of the Board; provided, however, that said First Meeting shall be held not less than thirty (30) days and not more than one hundred and twenty (120) days after the date on which the Declarant has sold and delivered its deed for at least 75% of the Units. For purposes of this provisions, 75% of the Units shall mean Units which correspond, in the aggregate, to 75% of the undivided ownership of the Common Elements, as set forth in Exhibit "B" of the Declaration. Subsequent to the First Meeting, there shall be a regular annual meeting of Unit Owners held each year on a date which is within thirty (30) days of the anniversary of the First Meeting. All such meetings of Unit Owners shall be held at such place in Douglas County, Nebraska, and at such time as specified in the written notice of such meeting which shall be given to all Unit Owners at least ten (10) days prior to the date of such meeting.

SECTION 4. SPECIAL MEETINGS. Special meetings of the Unit Owners may be called by the President or by a majority of the directors of the Board, or by Unit Owners having at least two-fifths (2/5) of the votes entitled to be at such meeting. Said special meetings shall

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be called by delivering written notice to all Unit Owners not less than ten (10) days prior to the date of said meeting, stating the date, time and place of said special meeting and the matters to be considered.

SECTION 5. DELIVERY OF NOTICE OF MEETINGS. Notices of meetings may be delivered either personally or by mail to a Unit Owner at the address given to the Board by said Unit Owner for such purpose, or to the Unit Owner's Unit, if no address for such purpose has been given to the Board.

SECTION 6. VOTING. The aggregate number of votes for all Unit Owners shall be one thousand three (1003) and shall be divided among the respective Unit Owners, in accordance with their respective percentages of ownership interest in the Common Elements. If any Unit Owner consists of more than one Person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one Person in accordance with the proxy or other designation made by the Persons constituting such Unit Owner. The Declarant may exercise the voting rights with respect to Units owned by it.

SECTION 7. QUORUM. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by and holding one-third (1/3) of the votes entitled to be cast at such meeting.

ARTICLE II

Board of Directors

SECTION 1. NUMBER, ELECTION AND TERM OF OFFICE OF INITIAL BOARD. This initial Board of Directors shall consist of six (6) members to be appointed by the Declarant in the Articles of Incorporation. No fewer than three (3) members of the initial Board of Directors shall be individual Unit Owners who are unrelated to the Declarant. The terms of the members of the initial Board of Directors (measured from the First Meeting as defined hereinabove) shall be as follows:

One Member	One Year
One Member	Two Years
Two Members	Three Years
Two Members	Four Years

Two of the initial directors who are individual Unit Owners and who are unrelated to the Declarant shall be appointed to the four year terms and the other such initial Unit Owner director unrelated to the Declarant shall be appointed to a three year term.

SECTION 2. NUMBER, ELECTION AND TERM OF OFFICE OF BOARD OF DIRECTORS AFTER INITIAL BOARD. The first regular annual meeting ("First Annual Meeting") of the Unit Owners following the First Meeting shall be held within thirty (30) days following the first anniversary of the First Meeting. From and after the First Annual Meeting the Board of Directors shall consist of five (5) members, and the initial director whose term expires at such First Annual Meeting shall not be replaced. At each regular annual meeting following the First Annual Meeting, the Unit Owners shall elect the number of directors whose terms expire at the time of such meeting. Directors so elected shall hold office for a term of three (3) years and until their respective successors shall be elected and qualified.

SECTION 3. QUALIFICATION. Except for members of the First Board, each director shall be a Unit Owner or the spouse of a Unit Owner (or, if a Unit Owner is a trustee of a trust, a director may be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, a director may be an officer, partner or employee of such Unit Owner or beneficiary). If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

SECTION 4. VACANCIES. Any vacancy occurring in the Board shall be filled by majority vote of the remaining members thereof; provided that in no event shall an individual unit owner unrelated to the declarant be replaced by a person related to the declarant. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director whom he succeeds.

SECTION 5. MEETINGS. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Unit Owners. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each director, delivered personally or by mail or telegram. Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A director's attendance at a meeting shall constitute his waiver of notice of said meeting.

SECTION 6. REMOVAL. Any director may be removed from office for cause by the vote of two-thirds (2/3) of the total undivided ownership of the Common Elements.

SECTION 7. COMPENSATION. Directors shall receive no compensation for their services as directors, unless expressly provided for in resolutions duly adopted by a majority of the Unit Owners.

SECTION 8. QUORUM. Four (4) directors shall constitute a quorum.

SECTION 9. POWERS AND DUTIES. The Board shall have the following power and duties:

- a) to elect and remove the officers of the Association as herein after provided;
- b) to administer the affairs of the Association and the

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(c) to engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve

(d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;

(e) to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;

(f) to provide for the maintenance, repair and replacement of the Common Elements and payments therefor and to approve payment vouchers or delegate such approval to the officers or the manager or Managing Agent;

(g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);

(h) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;

(i) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

(j) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as herein provided;

(k) to enter into any lease or purchase agreement for the

lease or purchase of premises suitable for use as custodian apartments, upon such terms as the Board may approve;

BOOK 1625 PAGE 630

(l) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Unit Owners (as said majority is defined in paragraph 1(1) of the Declaration), as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;

(m) to exercise all other powers and duties of the Council of Co-Owners or Unit Owners as a group referred to in the Act, and all powers and duties of a Board of Directors referred to in the Declaration or these By-Laws.

SECTION 10. NON-DELEGATION. Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Unit Owners.

### ARTICLE III

#### Officers

SECTION 1. DESIGNATION. At each regular annual meeting of the Board, the directors present at said meeting shall elect the following officers of the Association by a majority vote:

(a) a President, who shall be a director and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association;

(b) A secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Managing Agent;

(c) A Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and recorded;

(d) such additional officers as the Board shall see fit to elect.

SECTION 2. POWERS. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

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SECTION 3. TERM OF OFFICE. Each officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified.

BOOK 1625 PAGE 631

SECTION 4. VACANCIES. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any officers so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by vote of two-thirds (2/3) of the total membership of the Board at a special meeting thereof.

SECTION 5. COMPENSATION. The officers shall receive no compensation for their services as officers.

#### ARTICLE IV

##### Assessments

SECTION 1. ANNUAL BUDGET. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including but not limited to salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and all other common expenses. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall also take into account the estimated net available cash income for the year from the lease, operation or use of the Common Elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board.

SECTION 2. ASSESSMENTS. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner, not later than thirty (30) days prior to the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year

BOOK 1625 PAGE 632

as shown by the annual budget. Such proportionate share for each Unit Owner shall be accordance with this respective owner-interest in the Common Elements, as set forth in Exhibit "B" of the Declaration. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Unit Owner shall pay his monthly assessment on or before the first day of each month to the Managing Agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessment by abandoning or not using his Unit, the Common Elements, or the Limited Common Elements.

SECTION 3. PARTIAL YEAR OR MONTH. For the first fiscal year, the annual budget shall be as approved by the First Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date that a Unit Owner acquires ownership of his Unit, each Unit Owner, shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining in the period covered by the current annual budget, and which assessment shall be as computed by the Board.

SECTION 4. ANNUAL REPORT. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

SECTION 5. SUPPLEMENTAL BUDGET. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made on each Unit Owner for his proportionate share of such supplemental budget.

SECTION 6. EXPENDITURES. Except for expenditures and contracts specifically authorized by the Declaration and By-Laws, the Board shall not approve any expenditure in excess of Fifteen Thousand (\$15,000.00) Dollars unless required for emergency repair, protection

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or operation of the Common Elements or Limited Common Elements, nor enter any contract for more than three (3) years without the prior approval of two-thirds (2/3) of the total ownership of the Common Elements.

SECTION 7. LIEN. It shall be the duty of every Unit Owner to pay his proportionate share of the common expenses, as provided in the Declaration, and as assessed in the manner herein provided.

If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest thereon at the maximum lawful rate of interest per annum after said common expenses become due and payable, shall constitute a lien, as provided in the Declaration, enforceable by the Board, on the interest of such Unit Owner in the Property; provided, however, that such lien shall be subordinate to the lien of a prior recorded first Mortgage on the interest of such Unit Owner, except for the amount of the proportionate share of common expenses which are due and payable from and after the date on which such Mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security) or files suit to foreclose its mortgage and causes a receiver to be appointed to take possession of the Unit. The provisions of this paragraph of this Section 7 shall not be amended, changed, modified or rescinded in any way without prior written consent of all holders of record of Mortgages against all or part of the Property.

The Association or its successors and assigns, or the Board or its agents, shall have the right to maintain a suit to foreclose such lien for unpaid assessments, and there shall be added to the amount due the costs of said suit and other fees and expenses, together with interest and reasonable attorney's fees to be fixed by the Court. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Declaration or these By-Laws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

SECTION 8. RECORDS AND STATEMENT OF ACCOUNT. The Board shall cause to be kept the records required by the Act and detailed and accurate records of the receipts and expenditures affecting the Common Elements and Limited Common Elements, specifying and itemizing the common expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

The Board shall, upon receipt of ten (10) days written notice, to it or the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner, which statement of account shall be conclusive evidence of the amount of unpaid assessments or other charges due as of the date stated in said statement.

SECTION 9. DISCHARGE OF LIENS. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Unit Ownership. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorney's fees, incurred by reason of such lien.

SECTION 10. HOLDING OF FUNDS. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder and under the Declaration against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit "B" of the Declaration.

All the books and records of the Association shall be made available for inspection by Unit Owners or their authorized representative at reasonable times and places.

ARTICLE V

Use and Occupancy Restrictions

SECTION 1. GENERAL. Each Unit Owner shall comply with the use and occupancy restrictions set forth in the Declaration. Any unlawful, noxious or offensive activities which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others shall not be allowed.

Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner shall display, hand, store or use any clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from the outside of his Unit (other than draperies, curtains, or shades of a customary nature and appearance, subject to the rules and regulations of the Board) or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's direction. The foregoing restrictions as to use and occupancy shall not be construed to prohibit a Unit Owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a balcony or on a patio.

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SECTION 2. ANIMALS. No animals shall be raised, bred or kept in any Unit, however, if any Unit is sold to an existing tenant of the project at the time of declaration of the condominiums or thereafter they may keep said pet but may not replace it in the event of its death, or loss.

SECTION 3. TRASH. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean sanitary manner as prescribed from time to time in rules and regulations of the Board.

SECTION 4. USE BY DECLARANT. During the period of sale by the Declarant of any Units, the Declarant and its agents, employees, contractors, and subcontractors, and their respective agents and employees shall be entitled to access, ingress to and egress from the Building and Property as may be required for purposes of said sale of Units. While the Declarant owns any of the Units and until each Unit owned by it is occupied by the purchasers, the Declarant and its employees may use and show one or more of such unsold or unoccupied Units as model Unit or Units as a sale office, and may maintain customary signs in connection therewith.

SECTION 5. STORAGE. Articles of personal property belonging to any Unit Owner, such as bicycles, furniture, clothing and other articles, shall not be stored or kept in the corridors, hallways, lobby or other common areas, except in the common storage area and in the storage locker specifically designated for the respective Unit Owner from time to time by the Board or by the Managing Agent acting in accord with the Board's direction.

SECTION 6. WIRING. No Unit Owner shall overload the electrical wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the prior written consent of the Managing Agent, given in accord with the Board's direction.

ARTICLE VI

Contractual Powers

No contract or other transaction between the Association and one or more of its directors or between this corporation and any corporation, firm or association in which one or more of the Directors of this corporation are directors, or are financially interested, is void or voidable because such director or directors are present at the meeting of the Board or a committee thereof which authorizes or

BOOK 1625 PAGE 636

approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorized, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such director or directors; or

(b) the contract or transaction is just and reasonable as to the corporation at the time it is authorized or approved.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

ARTICLE VII

Amendments

Any modification or amendment of these By-Laws shall be made only by means of an amendment of the Declaration as provided therein. Such amendments shall be maintained in the corporate records of the Association.

ARTICLE VIII

Indemnification

SECTION 1. GENERAL. The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association, and the Board, against all contractual and other liabilities to others arising out of contracts made by or other acts or such directors, Board, officers, committee members, on behalf of the Unit Owners, or arising out of their status as directors, Board, officers, committee members, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. The provisions of this paragraph shall run to and be for the benefit of any such director, officer, Board or committee member notwithstanding the fact that such person may be serving as an accommodation or on behalf of the Declarant. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlements) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative

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or other, in which any such director, officer, Board, committee member, may be involved by virtue of such persons being or having been such director, officer, Board, committee member, or provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such directors, officer, Board, committee member of (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member.

SECTION 2. SUCCESS ON MERITS. To the extent that a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

SECTION 3. ADVANCE PAYMENT. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VIII.

SECTION 4. MISCELLANEOUS. The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the directors, Board, officers, members of such committees, or out of the aforesaid indemnity in favor of the directors, Board, officers or members of such committees, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be a member of the Board of Directors or officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns or such person or entity.

ARTICLE IX


Definition of Terms

The terms used in these By-Laws, to the extent they are defined in said Declaration, shall have the same definition as set forth in the Declaration of The Latvian Tower Condominium Corporation, recorded in the Office of the Recorder of Douglas County, Nebraska, as the same may be amended from time to time. The term "member", as used in these By-Laws, means "Unit Owners" as defined in the Declaration.

In the event of any conflict between the terms and provisions of these By-Laws and the Declaration, the provisions of the Declaration shall control. These By-Laws shall not be amended or altered in any manner inconsistent with the Declaration.

Made and signed this 6th day of June, 1979.

THE LATVIAN TOWER CONDOMINIUM  
ASSOCIATION, INC., A Nebraska  
Non-Profit Corporation,

By   
Ted Reeder, President

ATTEST:

  
Bernard Reeder, Secretary



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Before me, a notary public, in and for said county and state, personally came TED REEDER, President of THE LATVIAN TOWER CONDOMINIUM ASSOCIATION, INC., 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 6<sup>th</sup> day of June, 1979.

GENERAL NOTARY - State of Nebraska  
BARBARA R. ARMSTRONG  
My Comm. Exp. July 26, 1981

*Barbara R. Armstrong*  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Before me, a notary public, in and for said county and state, personally came BERNARD REEDER, Secretary of THE LATVIAN TOWER CONDOMINIUM ASSOCIATION, INC., 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 6<sup>th</sup> day of June, 1979.

GENERAL NOTARY - State of Nebraska  
KAREN K. KULA  
My Comm. Exp. July 26, 1981

*Karen K. Kula*  
Notary Public

*11/2/79*

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C. HAROLD OSTLER  
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