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SECOND AMENDMENT TO MASTER DEED FOR
OAK HILLS HIGHLANDS CONDOMINIUM PROPERTY REGIME NO. 2

The undersigned are the owners of 100 per cent of both the number and of the basic value of the apartments in the foregoing named condominium created by Master Deed, recorded in Deed Book 1528, Page 693, in the Register of Deeds of Douglas County, Nebraska as partially amended by a corrective Master Deed dated January 15, 1976, and the undersigned hereby partially amend said Master Deed as follows:

1) The condominium buildings as constructed encroached upon the Easterly boundary of the condominium real estate, and it is therefore necessary to enlarge the condominium real estate by adding a one-fourth acre parcel along the Easterly boundary. The undersigned developer, Hal Grove, Inc., is the owner of said one-fourth acre parcel and has executed this Amendment in order to subject said parcel to the condominium regime. All parties hereto (including Hal Grove, Inc.) hereby release all vehicular, pedestrian and utility easement rights over, under and upon the drive and passageway area described as "120th Plaza" on Sheet #2 of the Condominium Building Plans attached to the original Master Deed. Accordingly, Paragraph 2 of said original Master Deed is wholly amended to read as follows:

"The lands which are hereby submitted to the condominium regime are described as follows:

5.22 acres more or less in part of Southeast Quarter of Section 7 and part of Southwest Quarter of Section 8, all in Township 14 North, Range 12 East of 6th P.M. in Douglas County, Nebraska described on the attached Amended Sheet #1 as "Legal Description of entire condominium regime as amended hereby",

Subject to a non-exclusive perpetual vehicular, pedestrian and utility easement hereby reserved by the Developer, Hal Grove, Inc., over, under and upon the drive and passageway areas shown as "Oak Hills Plaza" and "Jefferson Plaza" and "South 120th Plaza" on the attached Amended Sheet #2 of the Condominium Building Plans attached to this Amended Master Deed; the Developer hereby reserving the right to hereafter grant one or several easements over said easement areas in favor of the future owners, occupants and users of the approximately 36.59 acres of land adjoining the parcel first-above described and located in the approximate center of the front nine of the Oak Hills Country Club golf course.

Hereby also granting to the owners, occupants and users of this condominium regime a perpetual non-exclusive vehicular, pedestrian and utility easement over, under and upon said drive and passageway areas shown as "Oak Hills Plaza" and "Jefferson Plaza", "South 120th Plaza" on said Amended Sheet #2 of said condominium plans."

2) Sheets #1 and #2 of the condominium building plans referred to in Paragraph 4 of the Master Deed and attached to said Master Deed are hereby wholly amended by substituting the attached Amended Sheets #1 and #2 in place of said original Sheets #1 and #2. Said Paragraph 4 of the Master Deed is hereby amended to show that the total land area now aggregates 227,396.20 square feet.

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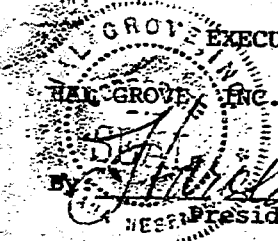
3) Subparagraph f) of Paragraph 7 of said Master Deed is hereby wholly deleted and in place thereof, the following provisions are hereby substituted:

"7 f) No co-owner may sell or lease his apartment or any interest therein unless he shall have given to the Association, at least five days prior to closing of such sale or lease, a written notice specifying the names and current address of such buyers or lessees and the terms and price of such sale or lease together with a copy of the proposed sale agreement or lease."

4) Subparagraph g) of Paragraph 7 of said Master Deed is hereby partially amended by adding thereto the following provisions:

"7 g) Unless a greater number is required by law, co-owners representing three-fourths or more of the total basic value of the condominium may at any time in writing duly acknowledged and recorded effect any alteration, deletion or amendment to this Master Deed; provided that such change shall not bind any then existing mortgage holders of record unless they likewise consent to such change in writing."

5) Except as above provided, said original Master Deed as previously amended remains unchanged and in full force and effect.



EXECUTED this 10th day of March, 1977.

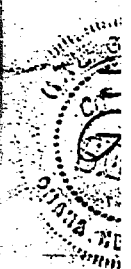
Developer and owner of additional land submitted to condominium regime.

Apartment Owned In Oak Hills Highlands Condominium Property Regime No. 2

Owner

Robert A. Linton)
Joseph L. Linscomb)
Dieton W. Beas)
Virginia A. Beas)
Rosalie E. Sandell)
Clara)
Clara E. Sandell)
Rosalie A. Becher)
Raymond E. Becher)

Apartment 1
Apartment 2
Apartment 4
Apartment 3



Owner

Apartment Owned in Oak Hills
Highlands Condominium
Property Regime No. 2

Walter J. Vogels)
Laura M. Vogels) Apartment 5

Robert L. Wickman)
Dorothy Wickman) Apartment 6

Neil C. Parks)
Betty A. Parks) Apartment 7

Carolyn K. Renzke)
) Apartment 8

Bernard M. O'Daniel)
Elizabeth M. O'Daniel) Apartment 16

Ricardo J. Donette)
Ann M. Donette) Apartment 13

Jane M. Krul)
Sheryl L. Krul) Apartment 14

Billie T. Telman)
) Apartment 15

Harold W. Brandt)
Maryann L. Brandt) Apartment 17

Harold E. Grove)
) Apartment 9, 10, 11, 12, 18

Harold E. Grove, President



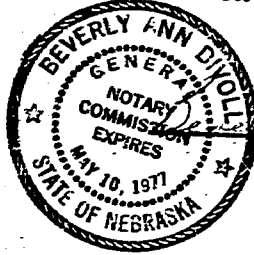
STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

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On the date last-above written before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came Robert A. Linehan, Dorothy S. Linehan, Milton W. Beal, Virginia A. Beal, Leslie E. Sandvall, Clara E. Sandvall, Viola H. Becker, Raymond E. Becker, Walter J. Vogeler, Lavon M. Vogeler, Robert L. Wickman, Barbara J. Wickman, Neil C. Parks, Betty A. Parks, Carolyn K. Reusche, Bernard M. O'Daniel, Elizabeth M. O'Daniel, Richard J. Doucette, Ann H. Doucette, Jere M. Knoles Sheryl L. Knoles, Baylanae Tatelman, Harold H. Brandt and Marjorie L. Brandt, owners of the foregoing apartment units, to me known to be the identical persons whose names are subscribed to the foregoing Second Amendment to Master Deed, and acknowledged the execution thereof to be their voluntary act and deed.

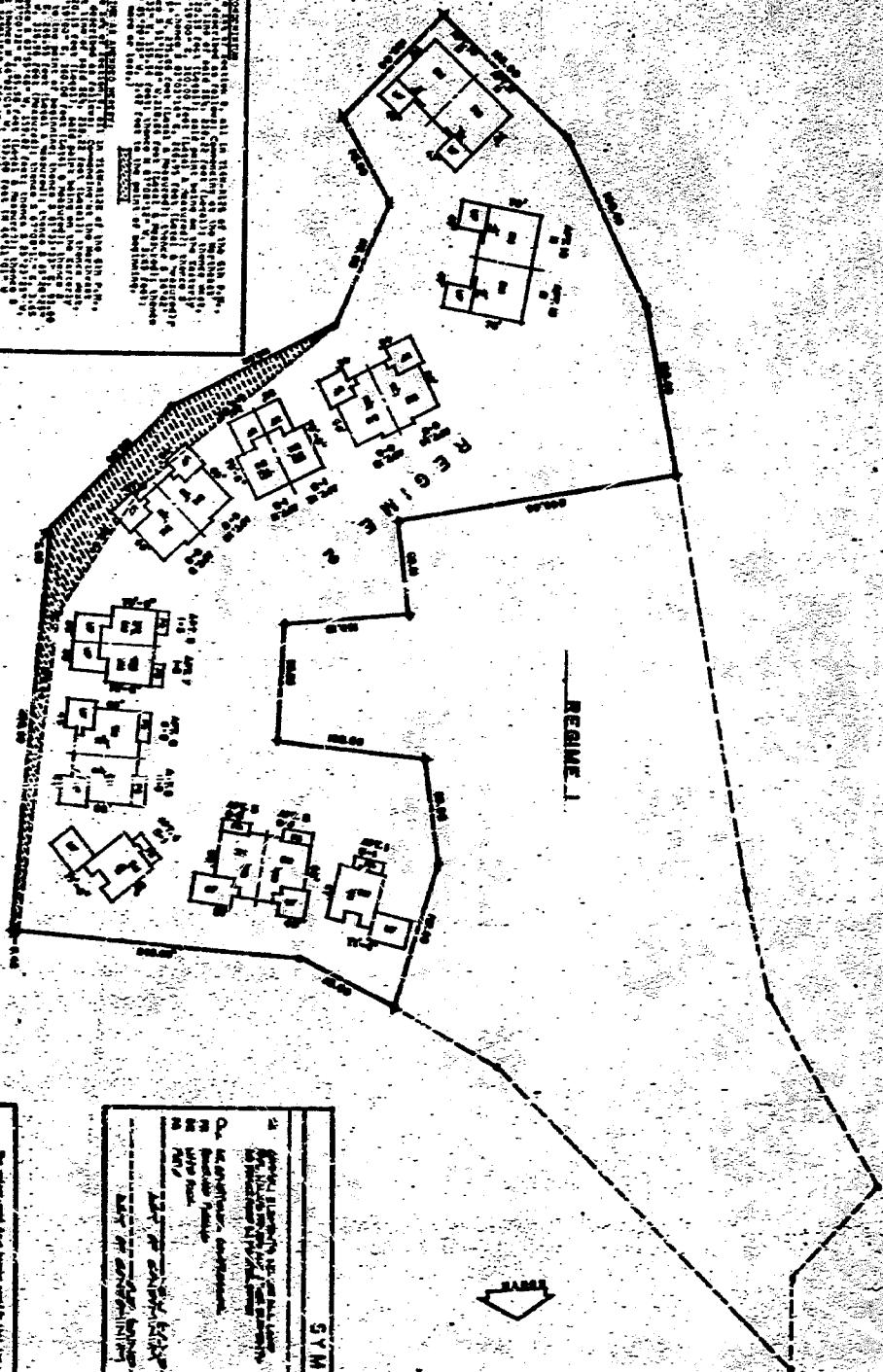
Also on the date last-above written before me, the undersigned, a Notary Public in and for said County, personally came HAROLD E. GROVE, President of Hal Grove, Inc. (A Corporation) also owner of the foregoing apartment units, to me personally known to be the President and the identical person whose name is affixed to the foregoing Second Amendment to Master Deed, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal on the date last-above written.



Beverly Ann Divillo
Notary Public

THESE PLANS AND SPECIFICATIONS SHALL BE GOVERNED BY ALL THE PROVISIONS OF THE ACTS, ORDINANCES, BY-LAWS, RESOLUTIONS, ORDERS, DECISIONS AND RULINGS OF THE BOARD OF ALDERMEN AND THE BOARD OF HEALTH OF THE CITY OF CHICAGO, ILLINOIS, IN SO FAR AS THEY RELATE TO THE CONSTRUCTION OF BUILDINGS AND TO THE WORKING OF THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FROM THE CITY OF CHICAGO, ILLINOIS, AND FOR PAYING ALL FEES THEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FROM THE CITY OF CHICAGO, ILLINOIS, AND FOR PAYING ALL FEES THEREON.



LOWER LEVEL

REGIME 1



OAK HILLS HIGHLANDS
CONDOMINIUM PROPERTY REGIME NO. 2

SYMBOLS

1	CONCRETE FLOOR	17	WOOD FLOOR
2	CERAMIC TILE FLOOR	18	WOOD PANELING
3	CARPET FLOOR	19	WOOD TRIM
4	PAINTED WALL	20	WOOD TRIM
5	PAINTED WALL	21	WOOD TRIM
6	PAINTED WALL	22	WOOD TRIM
7	PAINTED WALL	23	WOOD TRIM
8	PAINTED WALL	24	WOOD TRIM
9	PAINTED WALL	25	WOOD TRIM
10	PAINTED WALL	26	WOOD TRIM
11	PAINTED WALL	27	WOOD TRIM
12	PAINTED WALL	28	WOOD TRIM
13	PAINTED WALL	29	WOOD TRIM
14	PAINTED WALL	30	WOOD TRIM
15	PAINTED WALL	31	WOOD TRIM
16	PAINTED WALL	32	WOOD TRIM

The project was prepared by the architect and engineer, and the contractor shall be responsible for obtaining all necessary permits and licenses from the City of Chicago, Illinois, and for paying all fees thereon.

Prepared by: **REYNOLDS & BROWN**
Architects and Engineers
100 N. Dearborn Street, Chicago, Ill. 60610

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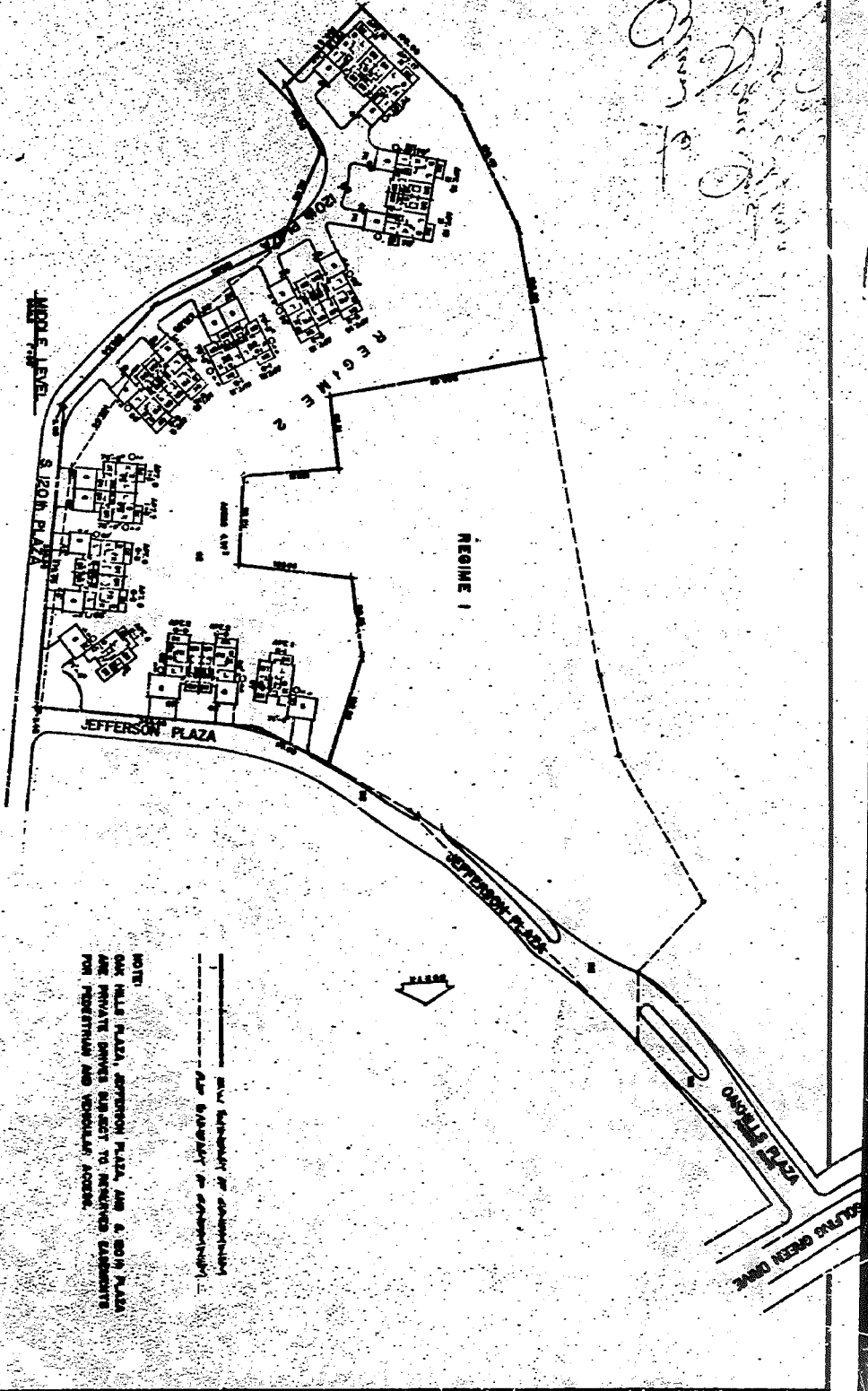
In With

Pa

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OAK HILLS HIGHLANDS
CONDOMINIUM PROPERTY REGIME NO. 2

ANNEXED SHEET ①



NOTE:
OAK HILLS PLAZA, JEFFERSON PLAZA, AND S. 12TH PLAZA
ARE PRIVATE DRIVES SUBJECT TO RELEVANT EASEMENTS
FOR FOOTPATHS AND VEHICLES' ACCESS.

--- ALL EASEMENTS OR CONVEYANCES
--- ARE SUBJECT TO RELEVANT EASEMENTS

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REGISTER OF DEEDS
DEWELAS COUNTY, NEBR.

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