

SWIMMING POOL AGREEMENT

THIS SWIMMING POOL AGREEMENT (hereinafter referred to as the "Agreement"), made this 6th day of March, 1980, between OAK HILLS HIGHLANDS CONDOMINIUM PROPERTY REGIME NO. 2, a Nebraska condominium (herein called No. 2) and OAK HILLS HIGHLANDS CONDOMINIUM PROPERTY REGIME NO. 1, A Nebraska condominium (herein called No. 1) and OAK HILLS HIGHLANDS ASSOCIATION, INC., a non-profit corporation (herein called Association),

WITNESSETH:

In consideration of the mutual covenants of the parties, it is agreed as follows:

1. There has been erected upon the common area of No. 1 a swimming pool facility which was intended for the common use of the owners of both No. 1 and No. 2. The Master Deed of each condominium makes reference to the fact that the owners of No. 2 shall have the right to use said pool facility and that the owners of No. 2 shall make arrangements to pay a reasonable share of all operating costs of the pool facility. Although the pool facility is located on the common area of No. 1, the original owners of both No. 1 and No. 2 paid their pro rata share of the original capital cost of said pool facility as a part of their purchase price for their condominium unit when sold to them by the original developer. The records of the County Assessor of Douglas County also reflect the fact that said pool facility is taxed as part of the common area valuation to the owner of condominium apartments in No. 1 and No. 2. In consideration of the foregoing, it is expressly understood that the owners of No. 2 shall have the common use of the swimming pool facility, along with the owners of No. 1, for as long as this Agreement is in effect.

2. The Association is a non-profit corporation which serves as the corporate vehicle for the management and collection of assessments for both No. 1 and No. 2. It is hereby agreed that the assessment against the owners of No. 1 and No. 2 for the reasonable expenses and costs of owning (including any liability for acts of negligence), operating, maintaining, repairing, insuring, and furnishing of replacements for said swimming pool facility shall be allocated and borne in the following proportions:

20/38th of said costs shall be paid by No. 1
18/38th of said costs shall be paid by No. 2

The Association shall make such allocation in accordance with the above fractional shares and shall then include said costs as part of the assessment against apartment owners in No. 1 and in No. 2 according to the respective provisions of the Master Deed for each condominium.

3. This Agreement shall remain in effect until modified by subsequent written agreement executed by all parties hereto.

4. This Agreement shall be binding upon the parties hereto and their successors.

Executed the date first above written.

OAK HILLS HIGHLANDS
ASSOCIATION, INC.

By Edward Huss
President

OAK HILLS HIGHLANDS CONDOMINIUM
PROPERTY REGIME NO. 1

By Robert D. Jones

OAK HILLS HIGHLANDS CONDOMINIUM
PROPERTY REGIME NO. 2

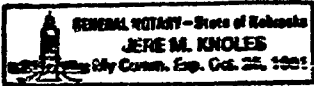
By Joe M. Koles

STATE OF NEBRASKA

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COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me on March 6, 1980, by Edward J. Huss, President of Oak Hills Highlands Association, Inc., a non-profit corporation, on behalf of the corporation.

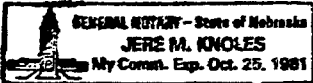


Jere M. Knoles

STATE OF NEBRASKA

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me on March 6, 1980 by C.C. Pinkerton President of Oak Hills Highlands Condominium Property Regime No. 1, a Nebraska condominium, on behalf of Regime No. 1.

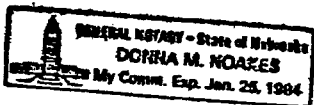


Jere M. Knoles

STATE OF NEBRASKA

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me on March 10, 1980, by JERE M. KNOLES, President of Oak Hills Highlands Condominium Property Regime No. 2, a Nebraska condominium, on behalf of Regime No. 2.



Donna M. Pinkerton

20 April

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DOUGLAS COUNTY, NEBRASKA

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