

AMENDED BY-LAWS OF OAK HILLS HIGHLANDS ASSOCIATION, INC.
 AND
 OAK HILLS HIGHLANDS CONDOMINIUM PROPERTY REGIMES
 NOS. 1/ 2 AND 3

The undersigned, being all of the Directors of Oak Hills Highlands Association, Inc., a Nebraska nonprofit corporation, and the owners of at least sixty-six and two-thirds percent (66-2/3%) of the total basic value of each of the three above referenced condominium regimes, do hereby respectively adopt the following amended By-Laws as the By-Laws of Oak Hills Highlands Association, Inc. and as the By-Laws of each of the three above referenced condominium property regimes:

1. These are the By-Laws of OAK HILLS HIGHLANDS ASSOCIATION, INC., a Nebraska nonprofit corporation with its registered office at 1650 Farnam Street, Omaha, Nebraska 68102 (c/o John W. Delehant). These are also the By-Laws of Oak Hills Highlands Condominium Property Regimes Nos. 1, 2 and 3. These By-Laws shall supersede and be in lieu of all prior By-Laws of Oak Hills Highlands Association, Inc. and Oak Hills Highlands Condominium Property Regimes Nos. 1, 2 and 3.
2. Seal. The corporate seal shall bear the name of the corporation and the words "Corporate Seal."
3. Members. This corporation has been organized to provide a means of management for the above described condominium property regimes. Membership in the Association is automatically granted and restricted to record owners of apartments in said condominium property regimes. The vote on behalf of an apartment shall be in person by the record owner thereof, but if an apartment is owned by more than one person or by a corporation or other entity, such vote shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. No other form of proxy voting will be permitted. Each apartment shall be entitled to the number of votes equaling the total basic dollar value assigned to such apartment in the Master Deeds creating the property regimes.
4. Annual Members' Meeting. The annual meeting of the members of the Association will be held for the purpose of electing a Board of Administrators and transacting any other business that may come before the meeting. No notice of annual meetings need be given. Said annual meeting shall be held on the first Tuesday of May at 7:30 P.M. each year at the Oak Hills Country Club Clubhouse in Omaha, Nebraska unless a different time and place is specified in a written notice delivered or mailed to all members of the Association. In the event that a different time and place is designated for such annual meeting, said written notice shall be delivered to all members at least 10 days prior to the date of such meeting, or, in the alternative, such notice shall be deposited in the United States Mails, postage prepaid, addressed to each member at the member's last known address as the same appears on the books of the Association at least 14 days prior to the date of such meeting.
5. Special Members' Meetings. Special meetings of the members may be called by the President or Vice President or by a majority of the Board of Administrators and must be called upon receipt of written request from members owning at

least 66-2/3% of the total basic value of the condominium property regimes. Notice of special meetings shall be delivered to all members at least 10 days prior to the date of such meeting, or, in the alternative, such notice shall be deposited in the United States Mails, postage prepaid, addressed to each member at the member's last known address as the same appears on the books of the Association at least 14 days prior to the date of such meeting. Notices may be waived either before or after such special meeting.

6. Quorum. A quorum of members' meeting shall consist of persons owning a majority of the total basic value of each condominium property regime, but a meeting consisting of less than a quorum may, by majority vote, adjourn the meeting from time to time without further notice. The affirmative vote of persons owning a majority of the total basic value of each condominium property regime shall be required to adopt a decision on the part of the members.

7. Board of Administrators. The affairs of the Association shall be managed by a Board of nine (9) Administrators (also known as Directors). All Administrators must be members of the Association as defined in Paragraph 3 above. Each of the three condominium property regimes shall elect three Administrators to the Board of Administrators. At the annual meeting scheduled to be held in May, 1983, each regime shall elect one Administrator to serve for a term of one year, one Administrator to serve for a term of two years and one Administrator to serve for a term of three years. All Administrators elected subsequent to the annual meeting to be held in 1983 shall serve for a term of three years.

Any Administrator may be removed by the vote of the owners of the majority of the total basic value of the condominium property regime by which said Administrator was elected. In the event that an Administrator is so removed by a condominium property regime, the owners of apartments within that particular regime shall elect a substitute Administrator to serve the unexpired portion of the term of the Administrator who was removed. In the event that an Administrator dies or resigns during his term as Administrator, the owners of apartments within the regime that elected such Administrator shall elect a substitute Administrator to serve the balance of the term of the deceased or resigning Administrator.

A majority of the Administrators shall constitute a quorum, and a majority vote of Administrators present at a meeting comprising a quorum shall constitute the act of the Administrators and of the Association. The Board of Administrators shall have authority for the care, upkeep and surveillance of the condominium buildings and their general and limited common elements or services and also the designation and dismissal of personnel necessary for the workings and the general and limited common services of the condominium buildings. Compensation of Administrators and employees of the Association shall be fixed by the Board of Administrators. An Administrator may be an employee of the Association, and a contract for management of the condominium buildings may be entered into with an Administrator. In the event that an agreement or a contract is entered into by the Board of Administrators and any other entity in which any one or more members of the Board of Administrators has a financial interest or business relationship, the nature of the interest

or relationship shall be fully disclosed to the entire Board of Administrators prior to entering into such agreement or contract.

The Board of Administrators shall not be liable to the Association or any Association member for any mistake or error in judgment or for any act or omission made or done in good faith. The Board of Administrators shall be liable for any acts or omissions resulting from an intentional wrong doing. The Association shall indemnify any Administrator for his actions in executing his duties as an Administrator; provided, however, that such indemnification shall not extend to acts of gross negligence or dishonesty. The Board of Administrators shall not, either as a group or individually, except as otherwise provided herein, be responsible for any matters not covered by the insurance policy owned by the Association.

The Board of Administrators is invested with complete authority to make decisions pertaining to the maintenance, construction and/or installation of all fences, trees, gardens, shrubs, exterior lighting and any and all other matters which may affect the external appearance of the condominium properties.

The Board of Administrators is also invested with the authority to resolve any and all disputes of any nature whatsoever as to matters which are not specifically addressed by these amended By-Laws or the Master Deed.

8. Annual Meeting of Administrators. An annual meeting of the Board of Administrators shall be held immediately following the annual meeting of the members of the Association. No additional notice of such annual meeting shall be required. Special meetings of the Administrators may be called by the President or by a majority of the Administrators upon forty-eight (48) hours' prior notice of such meeting, which notice shall be given either personally, by mail, telephone or telegraph.

9. Officers. Officers of the Corporation shall be elected by the Administrators. Compensation of the officers, if any, shall be fixed by the Administrators. Any person may hold two or more offices, but no one person shall hold the offices of President and Secretary. The officers of the Association shall consist of a President, Vice-President, Secretary and Treasurer and such additional officers as the Administrators shall, from time to time, deem necessary.

(a) President. The President, or the Vice-President in the absence or disability of the President, shall be the chief executive officer of the Association; shall preside at the meetings of the members and of the Administrators; shall execute all contracts and instruments on behalf of the Association; shall have general management of the corporate affairs and shall effect all orders of the Board of Administrators.

(b) Secretary. The Secretary shall record the Minutes of the Administrators and of the members. The Secretary shall keep the Minute Book of the Association in his possession. The Secretary shall also have custody of the corporate seal and affix it to such instruments as are authorized by the Administrators and the

Secretary shall perform such other duties as may be perscribed by the President or the Administrators.

(c) Treasurer. The Treasurer shall have custody of the funds and securities of the Association and shall also account for all corporate receipts and disbursements. The Treasurer shall also perform such other duties as may be perscribed by the President or the Board of Administrators.

10. Budget. The Administrators of each condominium regime shall adopt a budget for their respective regimes for each calendar year which shall include the estimate of funds required to defray common expenses anticipated during the fiscal year and to provide funds for anticipated current expenses, reserves for deferred maintenance, reserves for replacement and reserves to provide a working fund or to satisfy anticipated losses. The budget shall be adopted in the eleventh month of each fiscal year for the succeeding fiscal year, and copies of the budget and proposed assessments shall be sent to each owner on or before the last day of the fiscal year preceding the year for which the budget is adopted. Budgets may be amended during a current year if necessary, and in the event that the budget is amended, copies of the amended budget and proposed increases or decreases in assessments shall be mailed to each owner as promptly as possible. There shall be no enlargement of the common elements or additional structures built as part of the common elements if the cost of such enlargement or additional construction will exceed \$3,000.00 unless and until such proposed enlargement or construction is approved by a majority of the owners of the total basic value of all condominium property regimes at a meeting called to vote upon such issue.

11. Assessments. Assessments against each apartment owner for common expenses shall be made annually on or before the last day of the fiscal year preceding the fiscal year for which assessments are made. The Annual assessments shall be due in twelve (12) equal monthly installments, payable on the first day of each and every month. The amount of the assessment which is to be levied against each apartment shall be each apartment's pro-rata share of the total annual budget of the regime in which such apartment is located based upon the percentage that each apartment's basic value bears to the total basic value of that particular regime. In the event that an annual budget is amended, the amended assessment shall be payable at the time specified in the notice of the amended assessment sent to each owner. If any co-owner shall fail or refuse to make any payment of an assessment when due, the amount of such payment shall constitute a lien on the interest of the co-owner in his apartment, and the Administrators may record such lien in the office of the Register of Deeds. Said lien shall be superior to and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and except other duly recorded mortgage and lien instruments which have been recorded prior to the filing of the notice by the Administrators. Interest shall accrue on any assessments which are more than ten (10) days delinquent at the highest contract rate of interest then permitted by the Statutes of the State of Nebraska, or at twenty percent (20%) per annum if contract interest is unregulated by statute, from the date that the same was due until the date that the same is paid. If any installment of an assessment is delinquent for more than 10

days, the balance of the assessment due and owing for that fiscal year shall become immediately due and payable.

The entire Board of Administrators shall have the authority to allocate among the three condominium regimes expenditures which are of common benefit to all three regimes. By way of example and not by way of limitation, allocable expenses would include road repairs, maintenance of the entrance area into the development, lawn care, shrubbery installation and maintenance, snow removal, etc.

12. Nuisances; Annoyances. The Board of Administrators shall have authority to resolve all disputes pertaining to practices which may constitute an annoyance or nuisance to owners or residents of the apartments located within the condominium property regimes, which practices may interfere with the peaceful use and enjoyment of the owner or resident. The Board shall have exclusive authority to determine whether or not a given practice constitutes an annoyance or nuisance. In the event that the Board of Administrators determines that a practice constitutes a nuisance, annoyance or interference, the Board shall notify the offending party of such practice and instruct such offending party that such practice shall cease. In the event that such practice does not cease, the Board may notify the offending party in writing advising the offending party that a hearing will be held concerning the practice in question, and that the Board may, after such hearing, if determined that such practice did constitute a nuisance, annoyance or interference, impose a fine against the offending party not to exceed \$100.00. If the Board of Administrators does determine that a fine should be assessed against the offending party, the determination of the board to assess such fine must be approved by the owners of a majority of the total basic value of the particular regime in which the offending party resides or in which the offending party committed such act or acts. If the owners of a majority of the total basic value of the regime in question do approve the assessment of such fine, and if the offending party fails to pay such fine, such fine may be assessed against the apartment owned by or occupied by the offending party and enforced as any other lien against the apartment.

13. Decks, Patios and Fences. The Association shall be responsible for maintaining and staining and/or painting of decks affixed to apartments. Such responsibility shall not extend to deck covers.

The Association may, in its discretion, paint, stain, maintain, repair or replace any patio, patio cover, deck cover, fence or any other exterior addition to any unit which is not common to all other units, but in the event that the Association does paint, stain, maintain, repair or replace any patio, patio cover, deck cover, fence or any other exterior addition to any apartment that is not common to all other units, the cost of the same shall be borne by the apartment owner to which the same is affixed or who constructed such addition or who is the principal recipient of the benefit derived by the existence of such addition.

Should the apartment owner elect to paint, stain, maintain, repair or replace any of those items designated in the next preceding paragraph, such painting, staining, maintenance, repair or replacement shall first be approved by the Board of Administrators to insure that such action by the

apartment owner will conform aesthetically with the other apartments located in the various regimes. In any event, the cost of painting, staining, maintaining, repairing or replacing any of the items set forth in the next preceding paragraph shall be the responsibility of the apartment owner to which such addition is affixed or the apartment owner which constructed such addition or the apartment owner who derives the principal benefit from the existence of such addition. In the event that the Association does effect any of those items designated herein and the apartment owner fails or refuses to pay for the same, the cost of the same may be enforced against an apartment in the same manner as any other lien provided for by these By-Laws.

No apartment owner or resident may make any improvement, alteration, addition or deletion which may affect the exterior appearance of any of the condominium property regimes without first submitting a written request for approval for the same to the Board of Administrators. The Board of Administrators shall respond to such request in writing within thirty (30) days of the date of receipt of such request. Prior to making a determination as to whether such request will be granted, the Board of Administrators shall send to all apartment owners an agenda of the meeting of the Board of Administrators at which such determination will be made advising each apartment owner that there will be held at that particular meeting of the Board of Administrators a discussion and possible action on the request of an apartment owner to construct or perform an improvement, alteration, addition or deletion which may affect the external appearance of one of the condominium property regimes.

In the event that an apartment owner or resident does not obtain prior written approval from the Board of Administrators to construct or perform any improvement, alteration, addition or deletion or to do any other act which may affect the appearance of the exterior of any condominium property regime, and if such owner or resident does make such modification, the Board of Administrators may remove the improvement or addition or correct the alteration or deletion or take any other action necessary to remedy the modification to effect the desired conformity of external appearance of the condominium property regimes. Any expense incurred by the Board of Administrators to remedy such improvement, alteration, addition, deletion or other change may be enforced in the same manner as any other lien against the apartment as provided by the provisions of these By-Laws. The Board of Administrators shall, prior to taking such action required to remedy any situation designated herein, send written notice of such intended action to the apartment owner who has failed to obtain the requisite approval. The apartment owner may, within five days of the date of such notice, request a hearing before the Board of Administrators regarding the proposed action of the Board of Administrators. After such hearing, if the Board of Administrators does determine that some action is required to correct the improvement, alteration, addition, deletion or other change, the Association will grant to the apartment owner thirty (30) days in which to take such corrective action. In the event that the apartment owner does not take such corrective action within said thirty (30) day period, the Board of Administrators may, without further notice, perform such corrective action, and the cost of the same shall constitute a lien against the subject apartment, which lien may be enforced as any other lien as provided by the provisions of these By-Laws.

14. Insurance. The Association shall furnish and maintain in full force and effect a policy or policies of fire and extended coverage insurance with vandalism and malicious mischief endorsements for the full insurable replacement value of the common elements and of the apartments to provide for restoration thereof to tenable condition in the event of damage. Such policy or policies shall be written in the name of and the proceeds thereof shall be payable to the Board of Administrators as Trustees for each of the apartment owners based upon the percentage that the basic value of each apartment bears to the total basic value of the condominium property regimes established in the Master Deeds and to the respective mortgagees of the apartment owners as their respective interests may appear. Such policy or policies shall provide for separate protection for each apartment and its attached, built-in or installed fixtures and equipment to the full insurable replacement value thereof and with a separate loss-payable endorsement in favor of the mortgagee or mortgagees of each apartment. Such policy or policies shall permit the waiver of subrogation and shall provide that the insurance company or companies will not look to the Board of Administrators or any apartment owner for the recovery of any loss under such policy or policies. Such policy or policies shall not be cancellable except after ten (10) days' written notice to the mortgagee. A copy or duplicate of such policy or policies shall be deposited with the mortgagee with evidence of the payment of premiums, and the renewal policy shall be deposited with the mortgagee not later than ten (10) days prior to the expiration of existing policies.

In addition, insurance shall be procured for workmen's compensation coverage, if applicable, and at least \$1,000,000 per occurrence public liability insurance covering the common elements and such other insurance as the Association may deem advisable from time to time. Insurance premiums shall be deemed common element expense.

The Association is hereby irrevocably appointed agent for each apartment co-owner and his mortgagee to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims without joinder by the co-owner or his mortgagees. All insurance proceeds shall be applied by the Association towards repairing the damage suffered, provided that reconstruction or repair shall not be compulsory where the damage exceeds 66-2/3% of the value of the buildings and improvements. In such event, and unless otherwise agreed upon in writing by co-owners representing 75% of the total basic value of the condominium property regime within 120 days after such damage or destruction, the condominium regime shall be deemed waived, and the property shall be subject to a partition action and may be sold, and the proceeds, together with the insurance indemnity, if any, shall be credited to each apartment co-owner in accordance with his percentage ownership as determined by the basic values set forth in the Master Deed, and said sums shall be first applied in satisfaction of any recorded first mortgage against each apartment, secondly, in satisfaction of junior recorded liens in their order of priority, and the remainder, if any, shall be paid to the respective apartment owner. In the event that the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a common element expense to be assessed and collected by the Association from the co-owners, provided that in such event of

under-insurance, the co-owners may, by unanimous resolution adopted after the date of loss, elect not to repair the damage. In the event of over-insurance, any excess proceeds of insurance received shall be credited to the common element working fund. Each apartment co-owner may obtain additional insurance at his own expense.

15. Access. The Board of Administrators shall have the right of access to each apartment at all reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any common elements accessible from within any apartment, and to insure compliance by each co-owner of all of his duties under the provisions of the Master Deed, By-Laws and any additional rules and regulations which may be promulgated by the Board of Administrators.

16. Amendment. These By-Laws and the system of Administration set forth herein may be amended by the vote of co-owners representing ownership of at least 66-2/3% of the total basic value of the condominium property regime, but each such amendment shall embody all of the provisions required by §76-815 of the Revised and Reissued Statutes of the State of Nebraska or any other Statutes which may be applicable. Such amendment shall be executed and acknowledged by the President and attested to by the Secretary of the Association on behalf of the Association and shall be operative upon the recording of such amendment in the office of the Register of Deeds of Douglas County, Nebraska in the same manner as the Master Deed and these amended By-Laws. Additionally, those co-owners approving of such amendment shall execute such amendment. Additionally, the Directors of each Association approving of such amendment shall execute the same.

17. Severability. In the event that any provision of the Master Deed, By-Laws or rules and regulations is declared invalid by any court of competent jurisdiction or by any Statute or rule of law, such invalidity shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of the Master Deed, By-Laws or rules and regulations, and, in such event, all of the remaining provisions of said documents shall remain in full force and effect as if such invalid provision had not been included therein.

Dated this ¹⁴~~3rd~~ day of ~~May~~^{June}, 1983.

OAK HILLS HIGHLANDS ASSOCIATION, INC., a Nebraska nonprofit corporation

By Robert M. Styer
President

By Leonard E. Nelson
Secretary

Leonard T. Hanks
Leonard T. Hanks, Administrator

Mike Nisker
Mike Nisker, Administrator

Jerome V. Vanice
Jerome V. Vanice, Administrator



Leonard E. Nelson
Leonard E. Nelson, Administrator

Gwen Edland
Gwen Edland, Administrator

Robert F. Heimrod
Robert F. Heimrod, Administrator

Robert M. Stryker
Robert M. Stryker, Administrator

Ed Hahn
Ed Hahn, Administrator

D. D. Ketzler
D. D. Ketzler, Administrator

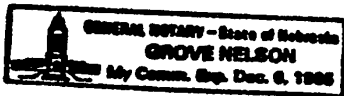
ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified for said county, personally came Robert M. STRYKER, the President of Oak Hills Highlands Association, Inc, known to me to be the President and identical person who signed the foregoing Amended By-Laws and acknowledged the execution thereof to be his voluntary act and deed as such officer.

Witness my hand and notarial seal this 14 day of June, 1983.

Grove Nelson
Notary Public

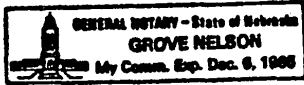


ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified for said county, personally came LEONARD E NELSON, the Secretary of OAK HILLS HIGHLANDS ASSOCIATION, INC, known to me to be the Secretary and identical person who signed the foregoing Amended By-Laws and acknowledged the execution thereof to be his voluntary act and deed as such officer.

Witness my hand and notarial seal this 14 day of June, 1983.



Grove Nelson
Notary Public

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified for said county, personally came LEONARD T HANKS, an Administrator of OAK HILLS HIGHLANDS ASSOCIATION, INC, known to me to be an Administrator and identical person who signed the foregoing Amended By-Laws and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal this 14 day of June, 1983.



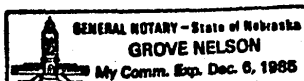
Grove Nelson
Notary Public

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified for said county, personally came MIKE RISKER, an Administrator of OAK HILLS HIGHLANDS ASSOCIATION, INC, known to me to be an Administrator and identical person who signed the foregoing Amended By-Laws and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal this 14 day of June, 1983.



Grove Nelson
Notary Public

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified for said county, personally came FERDIE V. VANICE, an Administrator of OAK HILLS HIGHLANDS ASSOCIATION, INC. known to me to be an Administrator and identical person who signed the foregoing Amended By-Laws and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal this 14 day of June, 1983.



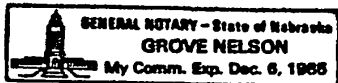
Grove Nelson
Notary Public

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified for said county, personally came LEONARD E. NELSON, an Administrator of OAK HILLS HIGHLANDS ASSOCIATION, INC. known to me to be an Administrator and identical person who signed the foregoing Amended By-Laws and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal this 14 day of June, 1983.



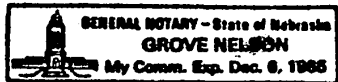
Grove Nelson
Notary Public

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified for said county, personally came GWEN EDLAND, an Administrator of OAK HILLS HIGHLANDS ASSOCIATION, INC. known to me to be an Administrator and identical person who signed the foregoing Amended By-Laws and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal this 14 day of JUNE, 1983.



Grove Nelson
Notary Public

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified for said county, personally came ROBERT E. HEIMROD, an Administrator of OAK HILLS HIGHLANDS ASSOCIATION, INC., known to me to be an Administrator and identical person who signed the foregoing Amended By-Laws and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal this 14 day of June, 1983.



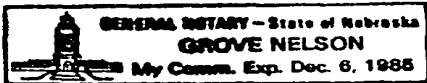
Grove Nelson
Notary Public

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified for said county, personally came ROBERT M. STRYKER, an Administrator of OAK HILLS HIGHLANDS ASSOCIATION, INC., known to me to be an Administrator and identical person who signed the foregoing Amended By-Laws and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal this 14 day of June, 1983.



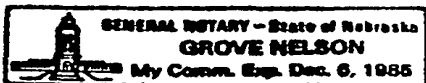
Grove Nelson
Notary Public

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified for said county, personally came ED HAHN, an Administrator of OAK HILLS HIGHLANDS ASSOCIATION, INC., known to me to be an Administrator and identical person who signed the foregoing Amended By-Laws and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal this 14 day of June, 1983.



Grove Nelson
Notary Public

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified for said county, personally came D. D. KETZLER, an Administrator of Oak Hills Highlands Association, Inc., known to me to be an Administrator and identical person who signed the foregoing Amended By-Laws and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal this 14 day of June, 1983.

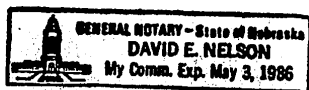


Grove Nelson
Notary Public

The undersigned being the owners of more than sixty six and two-thirds percent of the basic value of Condominium Regimes I through III of Oak Hills Highlands Condominium Regimes do hereby consent to the attached becoming the amended By-Laws of Oak Hills Highlands Association, Inc. and Oak Hills Highlands Condominium Property Regimes I, II and III effective immediately.

Unit Number	Name	Percentage of basic value
1		5.75
2		5.75
3	Employee Transfer Corporation Pat Monahan by Anne Schultz	4.25
4	Joseph N. Morin Virginia K. Morin	4.25
5	Jane E. Schultz Janice E. Schultz	5.00
6	Mavis J. Hopkins Luz H. Hopkins	5.00
7	Donald T. Harbo Donald T. Harbo	5.00
8	Thomas M. Moriarty Paige Moriarty	5.00
9	Geoff L. Bowman Sally Ann Bowman	5.00
10	Leve E. Nelson Luce E. Nelson	5.00
11	Alb. Heik	5.75
12	Marcie D. Seidel	5.75
13	Wesley R. Seay Laura Beth Seay	5.00

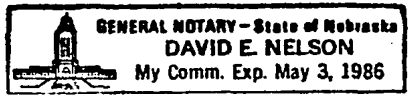
I have witnessed all of the above names.



David E. Nelson
September 21, 1983

14	7 Blank	5.00
15	E. B. Becke Betty J. Becker	4.25
16		4.25
17	Bernard F. Baskiff Dorothy A. Bishopp	5.00
18	John W. Blaney	5.00
19	Clifford C. Burkholder Marjorie J. Burkholder	5.00
20	Jerome T. Danice Loch M. Danice	5.00

I have witnessed all of the above names.



David E Nelson
September 21, 1983

Jeffrey W. Ketzler
 GENERAL NOTARY - State of Nebraska
JEFFREY W. KETZLER
 My Comm. Exp. Feb. 17, 1986

Unit Number	Name	Percentage of basic value
1	<i>Robert A. Luehman</i> <i>Dorothy S. Luehman</i>	6.08
2	<i>Norton W. Seal</i> <i>Virginia A. Seal</i>	5.53
3	<i>Raymond E. Becker</i> <i>Viola H. Becker</i>	5.53
4 (6)	<i>Robert H. Wickman</i> <i>Laura J. Wickman</i>	6.08
5	<i>Walter J. Vogel</i> <i>Laura M. Vogel</i>	5.53
6 (4)	<i>Mattie J. Nelson</i> <i>Louise E. Nelson</i>	5.53
7	<i>Nail L. Parks</i> <i>Beryl A. Parks</i>	4.69
8	<i>Kent M. Lockman MD</i>	4.69
9	<i>Ronald Patton</i> <i>Margaret Patton</i>	5.53
10	<i>Mr. E. Fisher</i> <i>Shari Githman</i>	5.53
11	<i>Paul C. Terfelsen</i> <i>Deanne D. Terfelsen</i>	4.69
12	<i>George W. McJannet</i>	4.69
13	<i>John F. Edland</i> <i>D. Herendolyn Edland</i>	5.53

14	Meryl L. Kwoles Joe M. Kwoles	5.53
15	Bylanna Katchman	6.21
16	Barbara M. D'Amico Elizabeth M. O'Daniel	6.21
17	W. B. Brandt Marge Brandt	6.21
18	Robert J. Heimrod Bettie J. Heimrod	6.21

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Unit Number	Name	Percentage of basic value
1	Robert M. Stinson	4.00
2	Ray W. Quibry Dolores Quibry	4.00
3	John A. Mathews Helen B. McCarroll	4.33
4	Alice Jane Anderson	4.33
5	Rodney C. Hindline Joseph J. Hindline	4.00
6	Marlene A. Huss	4.00
7	Aretta Carney Peterson Bernard R. Peterson	4.00
8	Lud W. Weatherly Richard D. Weatherly	4.00
9	Ray W. Quibry ^{error} James H. Quibry - Type E (Petitioner)	3.01
10	Malle C. Ehlers Iris Ehlers	3.01
11	Delores Hobbs 6405 So. 118th Plaza Omaha 68137	4.33
12		4.33
13	A. Chassin Alicia B. Chassin	4.00

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14	Raisa A. Grzech	4.00
15	Ernie A. Hibbsman	4.00
16		4.00
17		3.00
18	Donovan D. Taylor Elizabeth T. Ketzler	3.00
19		4.00
20		4.00
21	Frances Jamieson	4.00
22	Joseph T. Reiche	4.00
23	Genevieve Peters	3.00
24		3.00
25	Barbara K. Schwall Barbara J. Thaxter Schwall	4.33
26	Dorothy Hill Gennie McMea	4.33

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Jeffrey W. Ketzler

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