

BOOK 1720 PAGE 285

MASTER DEED CREATING

"SOLAR VALLEY CONDOMINIUM PROPERTY REGIME"

The undersigned, being the owner of the real property hereinafter described, does hereby execute this Master Deed for the purpose of creating and establishing a condominium property regime, pursuant to Sections 76-801 to 76-823, both inclusive, Reissue Revised Statutes of Nebraska, 1943, as amended, otherwise known as the Condominium Property Act. For the purpose of complying with said Condominium Property Act, the following particulars are set forth:

1. The name by which this condominium property regime is to be identified is: SOLAR VALLEY CONDOMINIUM PROPERTY REGIME.
2. The description of the land and buildings, expressing their respective areas, which are submitted to this condominium property regime, are as described in Exhibit I attached.
3. The general description and number of each apartment, expressing its area, location and other identifying data, are as set forth in Exhibit II attached.
4. A description of the general common elements of the buildings are as set forth in Exhibit III attached.
5. The value of the entire property and of each apartment and the percentage pertaining to the co-owners in the expenses of and rights in the elements held in common are as set forth in Exhibit IV attached.
6. The covenants, conditions and restrictions relating to this condominium property regime, which shall run with the land and bind all co-owners, tenants of owners, employees and any other persons who use the property, including persons who acquire the interest of any co-owner through foreclosure, enforcement of any lien or otherwise, are as set forth in Exhibit V attached.
7. The definitions set forth in Section 76-802, Reissue Revised Statutes of Nebraska, 1943, as amended, shall govern this Master Deed and the attached By-Laws.
8. All apartments in this condominium property regime shall be devoted solely to use for residential purposes.
9. The administration of the building included within this condominium property regime shall be governed by the By-Laws set forth in Exhibit VI attached.
10. Upon the affirmative vote of the owners of not less than three-fourths ( $3/4$ ) of the total basic value of the property included within this condominium property regime, the entire property included within this condominium property regime may be sold or otherwise disposed of, or the condominium property regime may be waived; provided that if at such time any of the individual apartments are encumbered, then the creditors on whose behalf such encumbrances are recorded shall agree to such sale or other disposition, or shall agree to accept as security the undivided portions of the property owned by the debtors. Upon any such waiver of this condominium property regime the co-owners shall own the property as tenants in common in accordance with their respective interests therein. Following any such termination the property may be judicially partitioned and sold upon the petition of any person owning any interest in the property, but if persons who were owners representing not less than three-fourths ( $3/4$ ) of the total basic value of the property included within this condominium property regime immediately prior to such termination shall agree in writing to sell or otherwise dispose of the property, after termination, then all owners of any interest in the property which was subject to this condominium property regime immediately prior to such termination shall be bound to execute such deeds or other documents reasonably necessary to effect such sale or disposition when and as required by the Board of Directors of Solar Valley Condominium Association. In such case any pending partition action shall be dismissed, in order to permit completion of such sale or disposition.
11. All notices required pursuant to this Master Deed and the exhibits attached, shall be in writing and sent to the party or parties to be notified by certified or registered mail, return receipt requested; and if to an owner, then to his last known address as shown in the records of Solar

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Valley Condominium Association; and if to the condominium or to Solar Valley Condominium Association then to the registered office of such association.

Executed this 10th day of December, 1983.

R & H DWELLINGS, INC.  
A Nebraska Corporation,

By: Jeffrey H. Radcliffe  
President

ATTEST:

Mark R. Hopkins  
Secretary

STATE OF NEBRASKA

)

) ss.

COUNTY OF DOUGLAS

)

Before me the undersigned a Notary Public, personally came JEFFREY H. RADCLIFFE and MARK R. HOPKINS, President and Secretary, respectively, of R & H Dwellings, Inc., a Nebraska corporation, known to me to be the identical persons who signed the foregoing instrument, and they acknowledged the execution thereof to be their voluntary acts and deeds as such officers and the voluntary act and deed of said corporation and that the execution of this Master Deed and the affixing of the corporate seal thereto was by the authority of said corporation.

10th WITNESS my hand and notarial seal at OMAHA, Nebraska, this day of December, 1983.

Paul A. Rauth

Notary Public

rr12(11/15/17)



EXHIBIT I

DESCRIPTION OF LAND AND BUILDINGS IN  
SOLAR VALLEY CONDOMINIUM PROPERTY REGIME

1  
2  
The land included in this condominium property regime consists of the following property in Douglas County, Nebraska, having a total square footage area of 18,125 square feet, said property being more particularly described as follows:

The West 145 feet of the South 125 feet of Lot 37, Country Meadows First Addition, a Subdivision located in part of Section 6, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, subject to easements and restrictions of record, and together with easement rights conveyed to R & H Dwellings, Inc., under a Deed recorded in Deed Book 1701 at Page 221 in the Deed Records of Douglas County, Nebraska.

H.  
The apartments included in this condominium property regime consist of four apartments in one building located as shown on Exhibit II attached to the Master Deed, said apartments containing a total main floor area of 2,000 square feet, including garages. The apartments are numbered as shown on Exhibit IV and the types of units involved and the plans for each type are as shown on Exhibit II, attached to the Master Deed.

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SOLAR VALLEY  
CONDOMINIUM PROPERTY REGIME

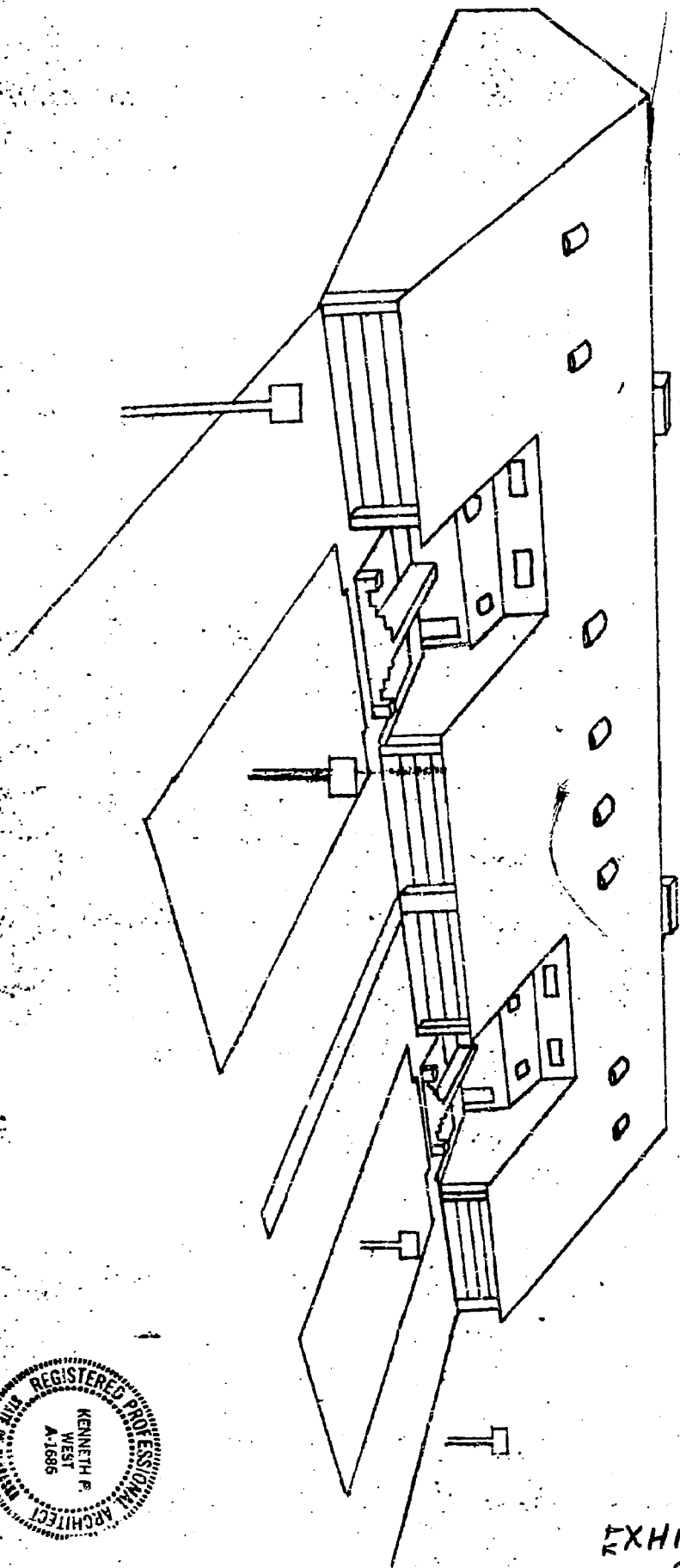
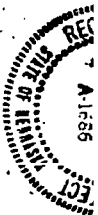
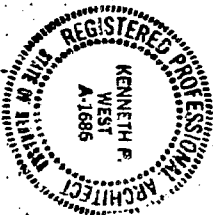
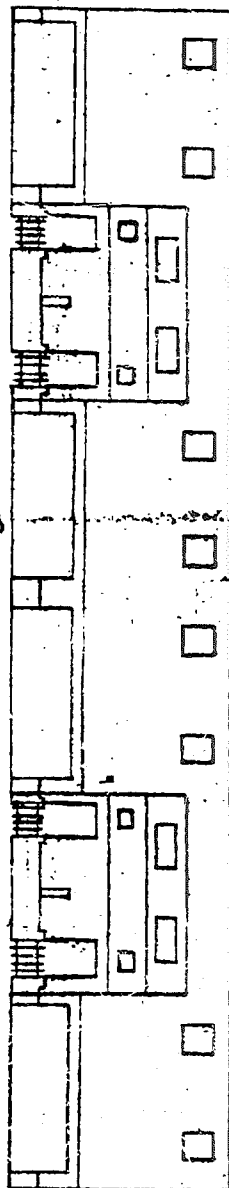


EXHIBIT II  
PAGE 1 OF 8

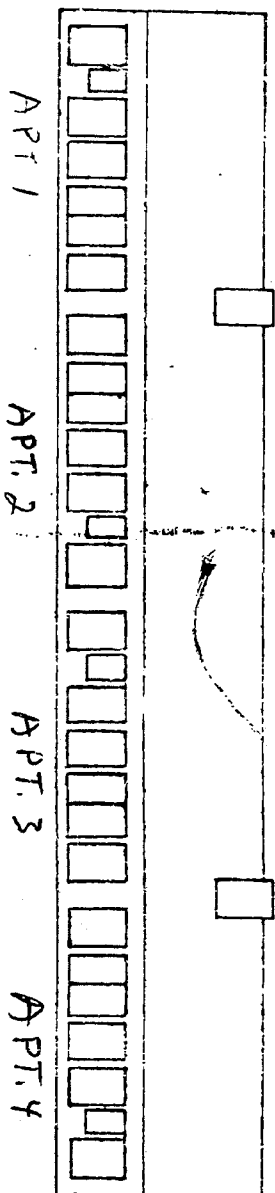


SCALE: 1/4" = 3'

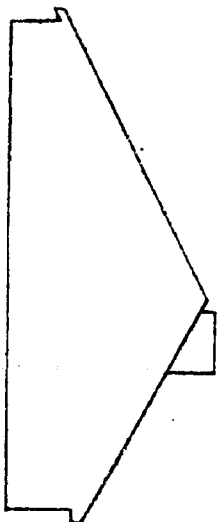
FRONT ELEVATION



REAR ELEVATION



RIGHT ELEVATION



LEFT ELEVATION

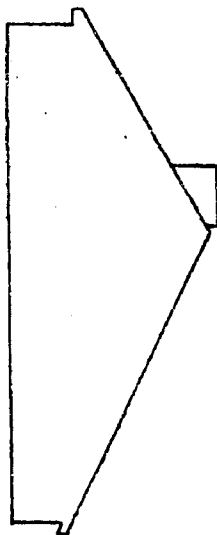
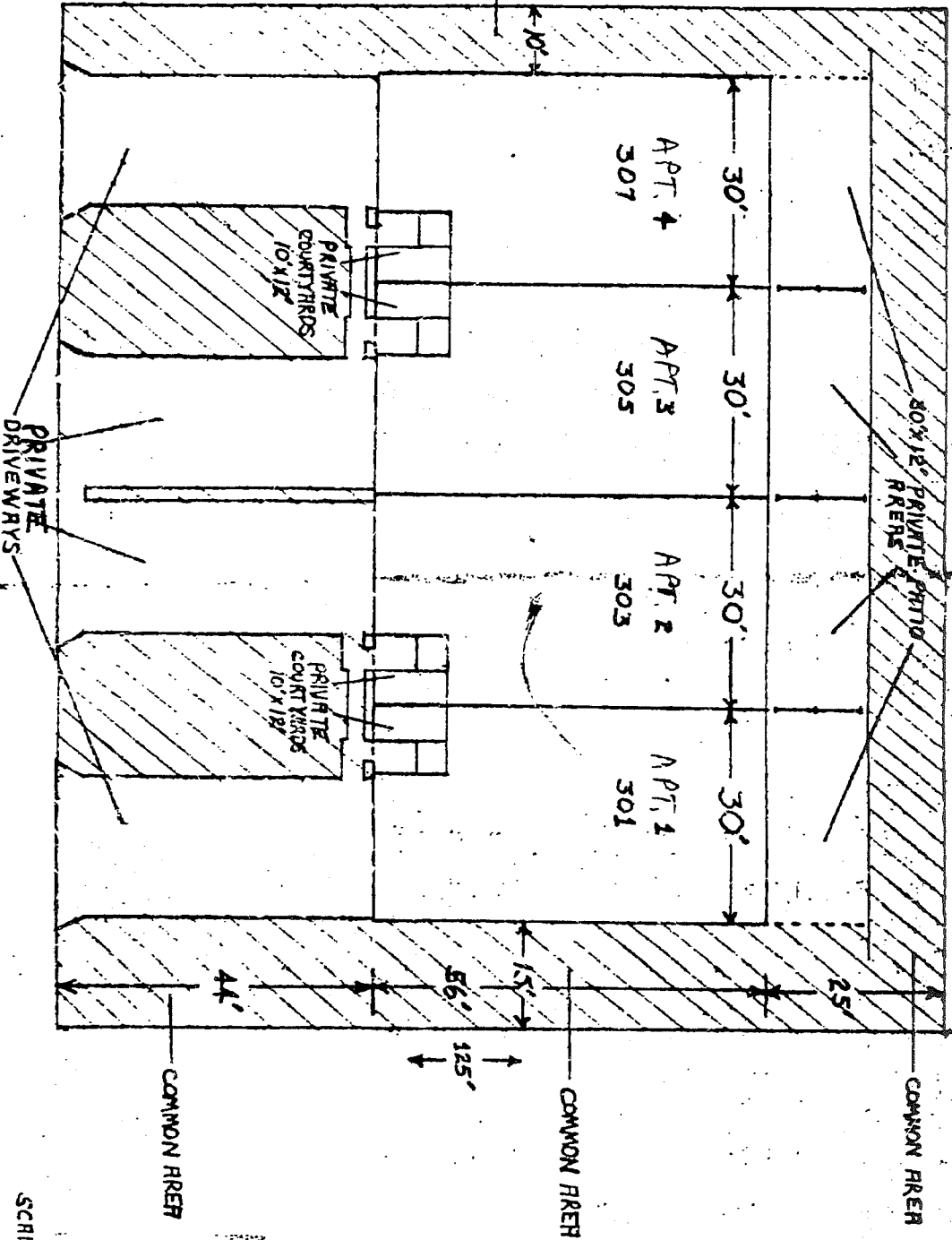


EXHIBIT II  
PAGE 2 OF 8

COMMON AREAS  
INCLUDE 13' WIDE  
STRIP ACROSS BRICK  
OF LOT, 10' WIDE  
STRIP ACROSS EAST  
SIDE OF LOT, 15'  
WIDE STRIP ACROSS  
WEST SIDE OF LOT,  
AND 44' WIDE STRIP  
ACROSS FRONT OF  
LOT.

COMMON AREAS: [Hatched Box]

COMMON AREA — [Hatched Box]



SCALE: 1"=15'



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EXHIBIT II  
PAGE 3 of 8



LOT PLAN FOR SOLAR VALLEY  
CONDOMINIUM PROPERTY  
REGIME

COMMON RRIERS

145'

COMMON AREA

SECOND STORY FLOOR PLAN FOR UNITS  
SCALE: 1/4" = 1'  
301 AND 305  
APT. 1 AND APT. 3

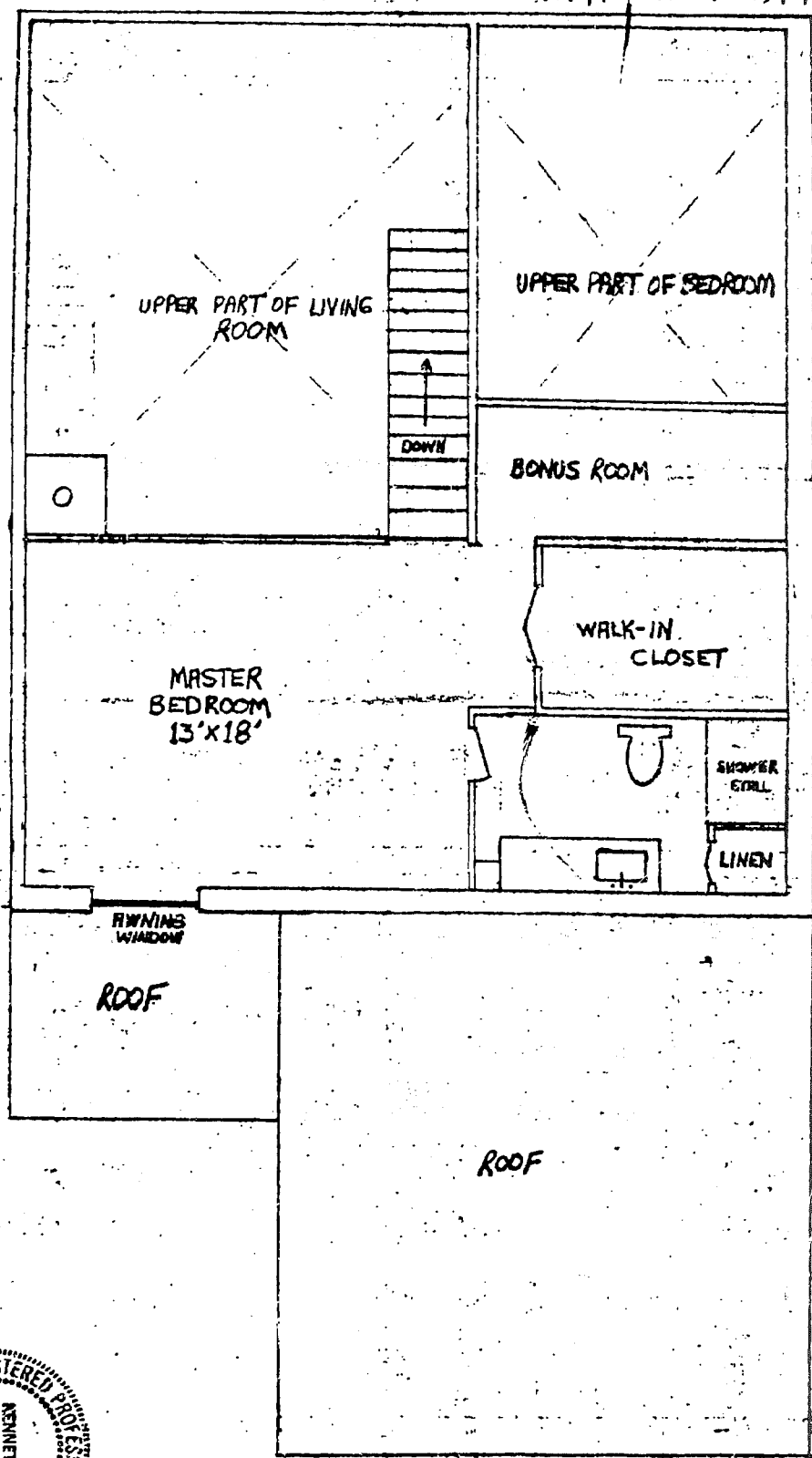


EXHIBIT II  
PAGE 4 OF 8

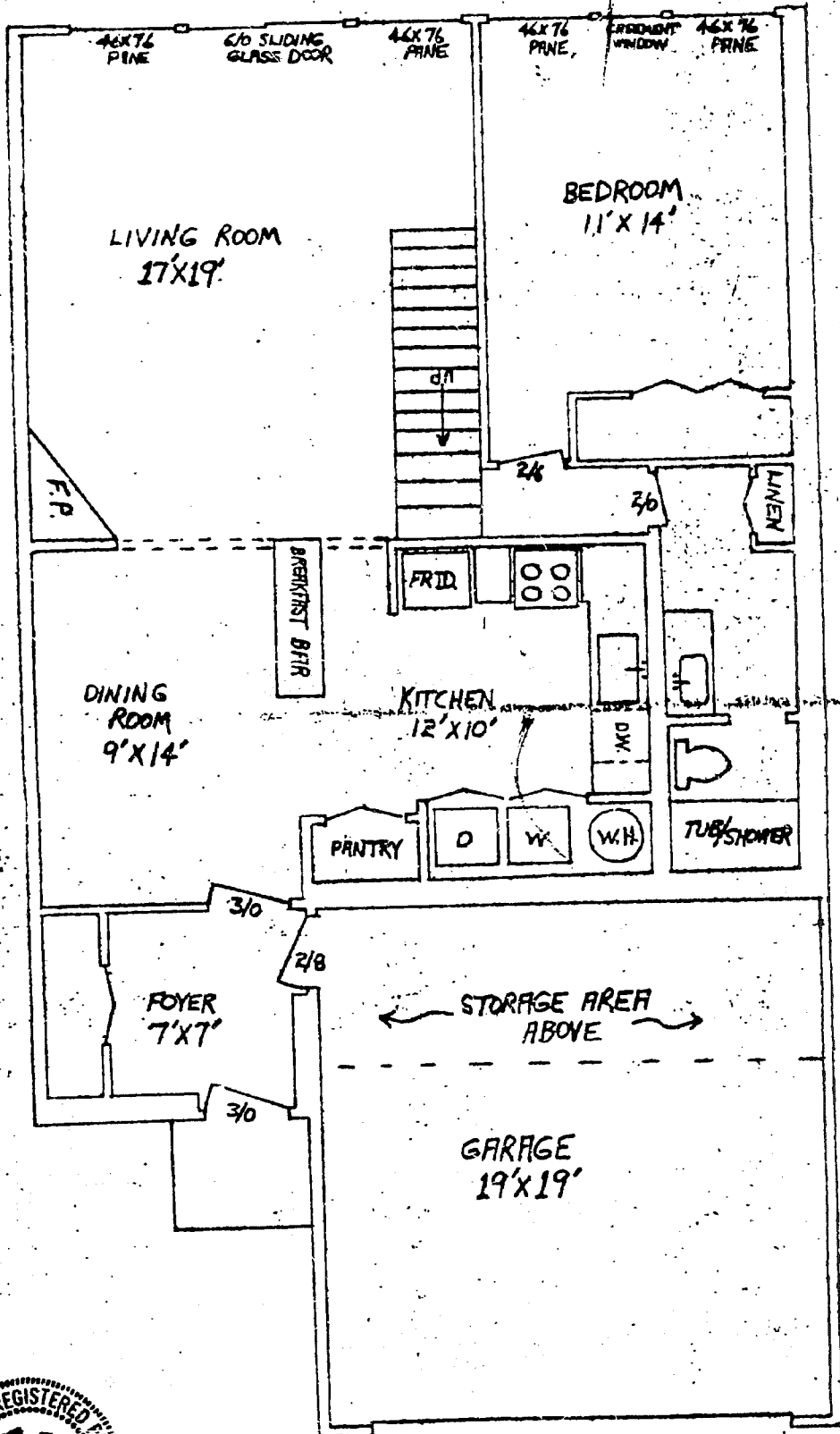


EXHIBIT II  
PAGE 5 OF 8



FIRST STORY FLOOR PLAN FOR UNITS 303 AND 307 BOOK 1720 PAGE 293

SCALE:  $\frac{1}{4}" = 1'$  APT. 2 AND APT. 4

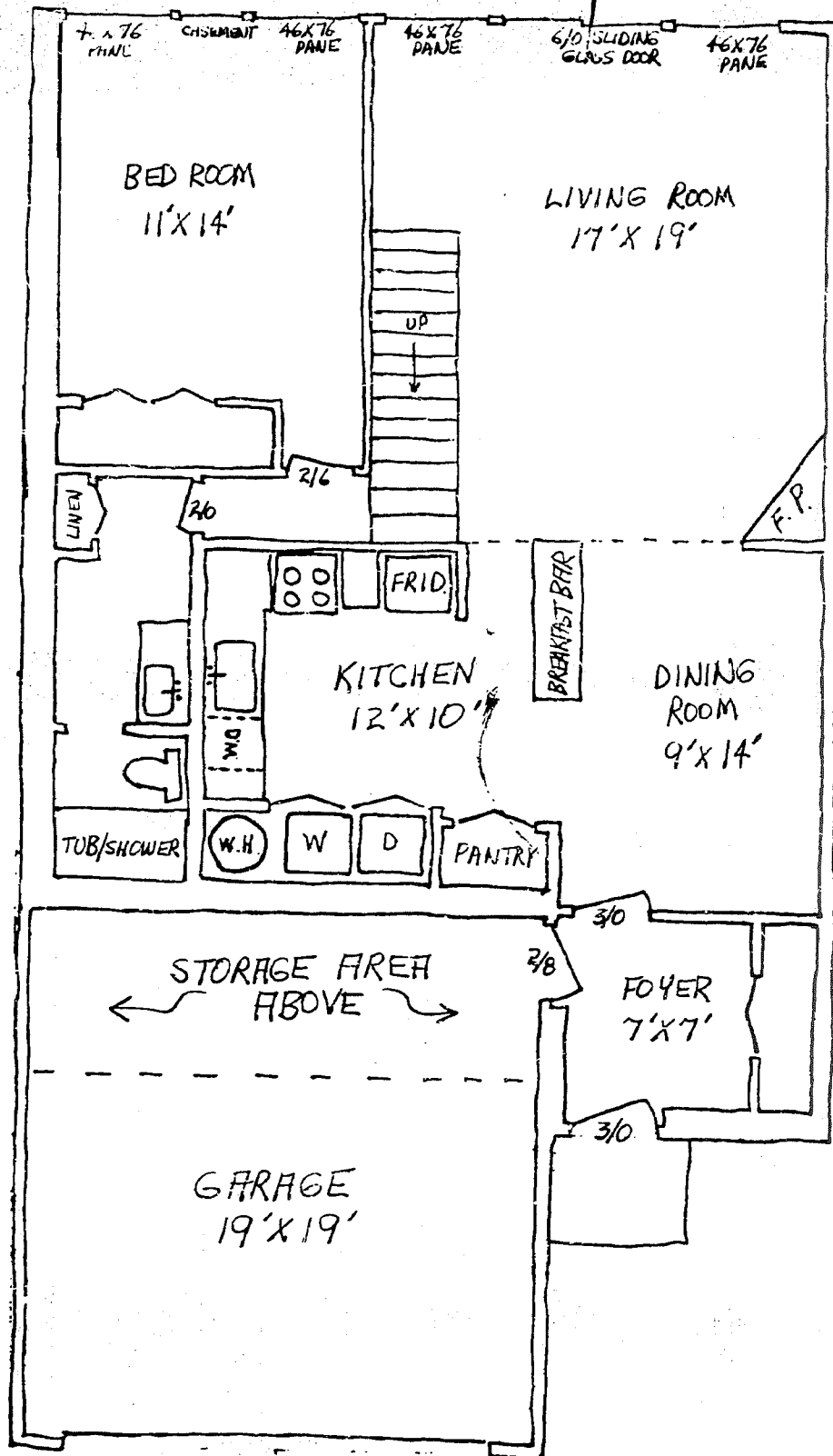


EXHIBIT II  
PAGE 6 OF 8

FOR UNITS 303 AND 307

BOOK 1120 PAGE 294

SCALE:  $\frac{1}{4}'' = 1'$

APT. 2 AND APT. 4

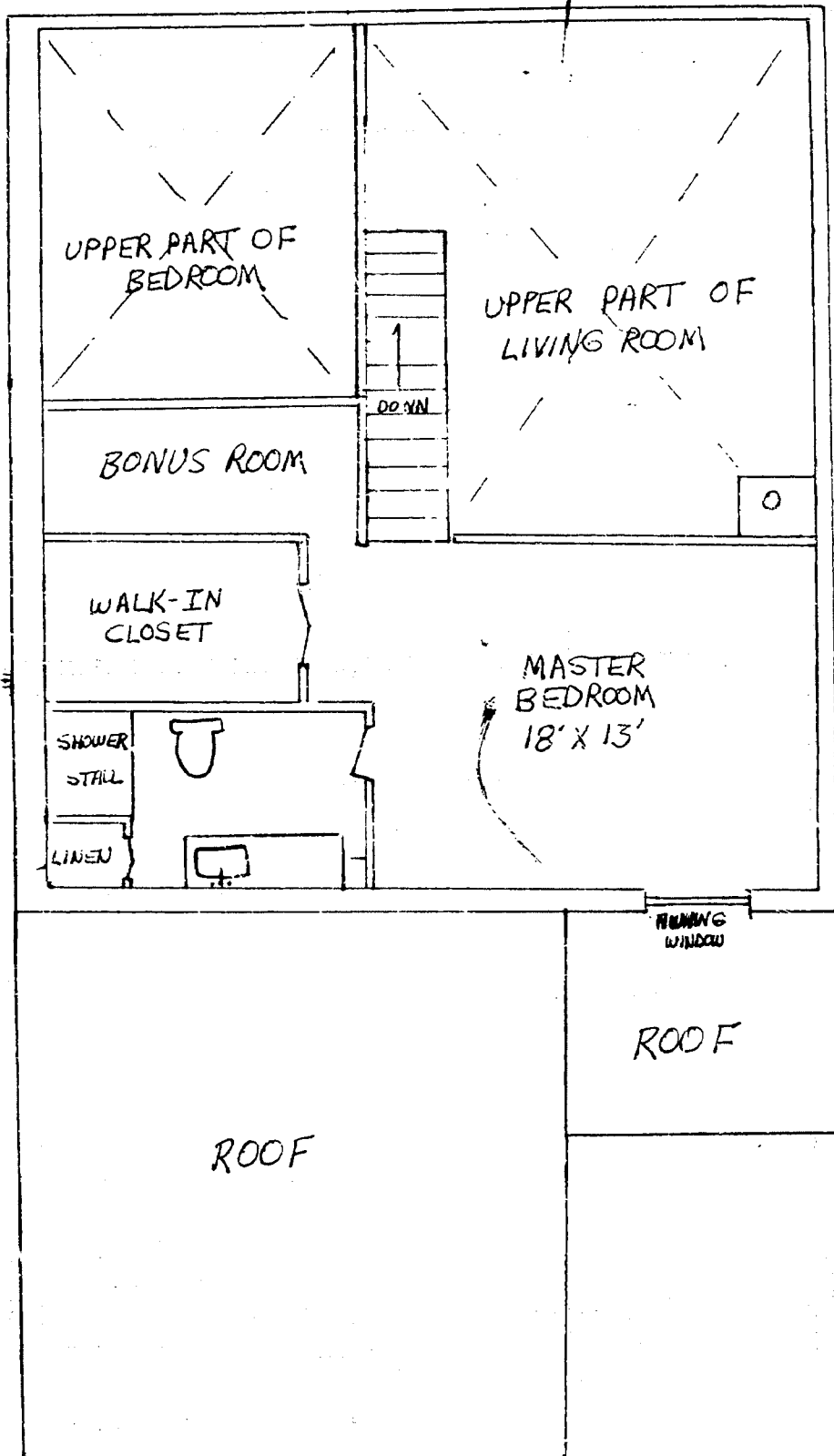
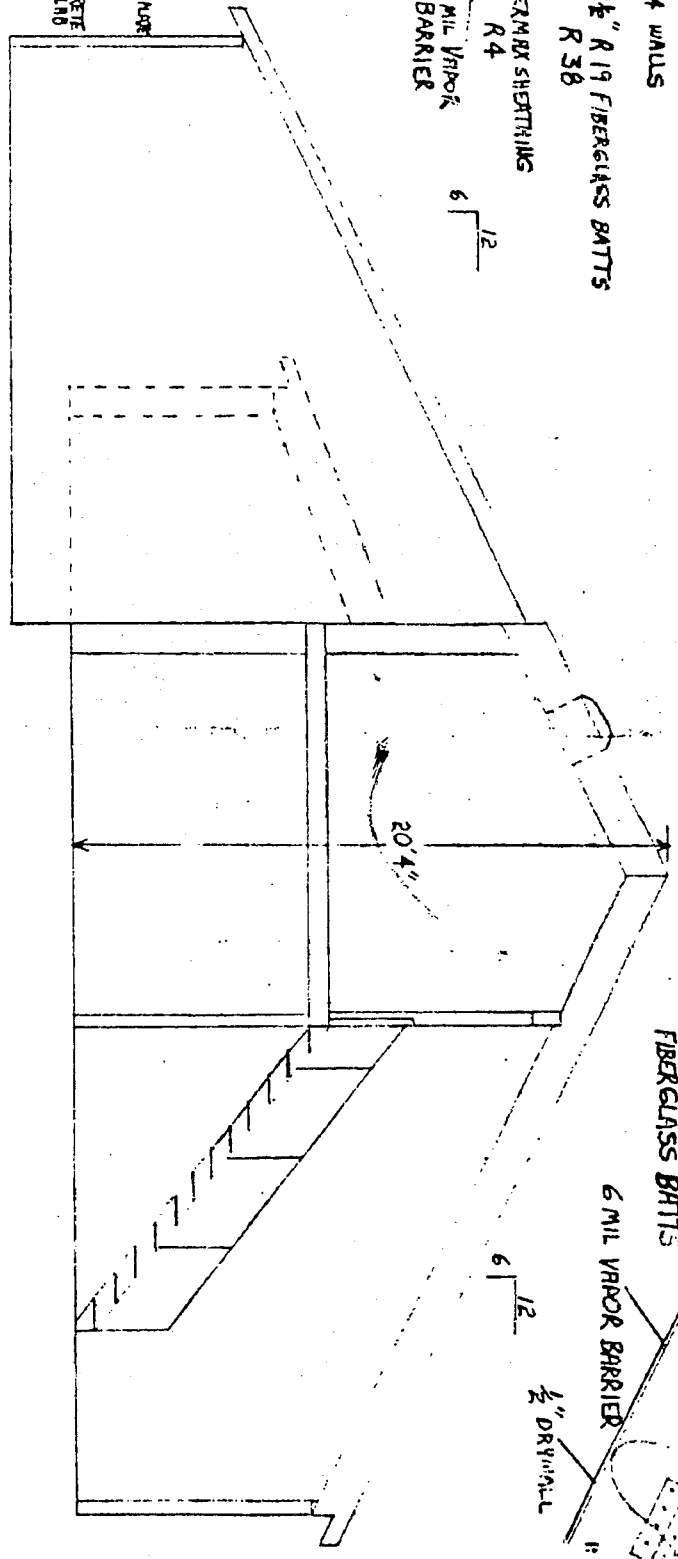
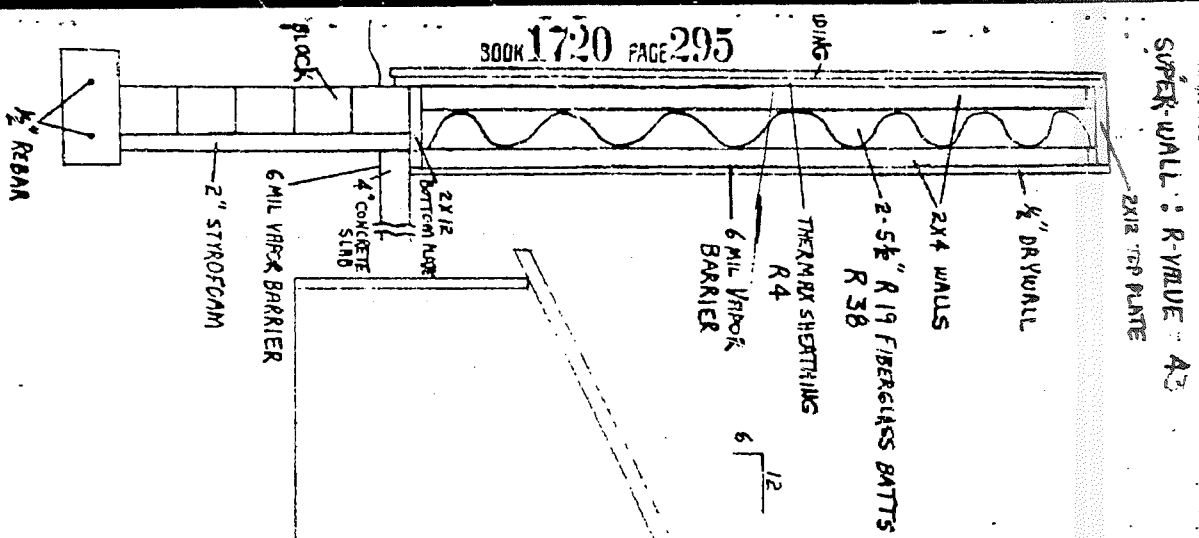


EXHIBIT II  
PAGE 7 OF 8





CROSS SECTION PLAN  
 SCALE: 1/4" = 1'  
 SUPER-WALL: ☒  
 SUPER-ROOF: ☐

SUPER-ROOF: R-VALUE - 59

EXHIBIT II  
 PAGE 8 OF 8



## EXHIBIT III

## GENERAL COMMON ELEMENTS

The land on which the building stands, including all of the property described in Exhibit I, except yard areas included within private patio areas and private courtyard areas as delineated on the plans, Exhibit II, which yard areas shall not be common elements; the exterior surfaces of the building, except for screening, window glass and exterior doors, including garage doors; the foundations, main walls, roof, yard and garden area not included within patios and private courtyards as above excepted; drives, walks and parking areas except drives and parking areas which are delineated on the plans, Exhibit II, as belonging to specific apartment; and all parts of the property and improvements thereon which are not located within the apartments as shown on the plans, Exhibit II, or within the excluded yard areas and drives and parking areas as above provided. For purposes of clarification, air-conditioning compressors or units are not common elements, but are part of the respective apartments and shall be maintained and replaced as needed by the owners of the respective apartments. Each apartment owner shall be responsible for the repair, maintenance and replacement of all window glass, screening and exterior doors, including garage doors and the mechanical operators thereof, it being understood that the only common area maintenance of exterior doors shall be the painting or finishing for the exterior surfaces thereof. If any owner fails to repair, maintain or replace such part of the exterior of his apartment as is required by this Master Deed and the By-Laws attached thereto, then the Association which shall handle the management of this condominium property regime may perform such work, invoice the owner therefor and secure and enforce a claim and lien therefor against the owner of such apartment in like manner as a delinquent assessment for common element expense. Area lights and street lights shall be considered common elements.

## EXHIBIT IV

## SOLAR VALLEY CONDOMINIUM PROPERTY REGIME

The total value of the entire condominium property regime is One Hundred Eighty Thousand Dollars (\$180,000.00), and the basic value of each apartment, together with the percentage which each apartment shall share in the expenses of, and the rights in, the common elements, is as follows:

<u>APARTMENT NO.</u>	<u>BASIC VALUE</u>	<u>PERCENTAGE INTEREST</u>
1	\$45,000.00	25%
2	\$45,000.00	25%
3	\$45,000.00	25%
4	\$45,000.00	25%
	<u>\$180,000.00</u>	<u>100%</u>

## EXHIBIT V

## SOLAR VALLEY CONDOMINIUM PROPERTY REGIME

The covenants, conditions and restrictions relating to this condominium property regime are as follows:

A. Solar Valley Condominium Association, a Nebraska nonprofit corporation, has been incorporated to provide a vehicle for the management of the condominium. Each co-owner shall automatically be deemed a member of said Association. The By-Laws of said Association are also the By-Laws of this condominium property regime and are set forth in Exhibit VI attached to the Master Deed.

B. The common elements are for the use and enjoyment of all co-owners. The ownership of the common elements shall remain undivided and no person or co-owner shall bring any action for the partition or division of the common elements. The association shall from time to time establish rules and regulations for the use of the common elements and all co-owners and users shall be bound thereby. The association shall have the sole jurisdiction over and responsibility for making alterations, improvements, repairs and maintenance of the common elements. The share of a co-owner in the common elements is appurtenant to his apartment and inseparable from apartment ownership. Assessments against co-owners for insurance, common elements expenses and reserves and for other expenses incurred by the Association shall be made pursuant to the By-Laws. Assessments paid in ten (10) days after the date when due shall not bear interest, but all sums not paid within said ten (10) day period shall bear interest at the highest legal rate permitted to be charged to individuals (not to exceed 16% per annum) from due date until paid. If any co-owner shall fail or refuse to make any payment of such assessments when due, the amount thereof, plus interest, shall constitute a lien upon the co-owners interest in his apartment and in the property, and upon the recording of such lien by the Association in the office of the Register of Deeds of Douglas County, Nebraska, shall be a lien having a priority and preference over all other liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and duly recorded mortgage and lien instruments.

C. Each co-owner shall:

- (i) Maintain, repair and replace at his expense all portions of his apartment which are not included within the definition of common elements.
- (ii) Refrain from painting, decorating or changing the appearance of any portion of the exterior of the building, unless he shall have received prior written approval from the association.
- (iii) Promptly report to the Association any defect, or need for repairs, which is the responsibility of the Association.

D. Each apartment shall be used and occupied only by one (1) family, its servants and guests, as a residence and for no other purpose. No apartment may be subdivided into smaller units, nor may any portion thereof be sold or transferred without first amending this Master Deed to show the changes in the apartment or apartments to be subdivided.

E. No practice or use shall be permitted on the condominium property or in any apartment which is a part thereof, which shall be an annoyance to owners or residents of the area or which shall interfere with the peaceful use and enjoyment of the apartments and the common elements. All portions of the property included within this condominium property regime and of the apartments included therein shall be kept clean and sanitary and no use thereof shall be made which constitutes a violation of any laws, zoning ordinances, governmental regulations, or regulations of the Association.

No motor vehicles shall be repaired on the condominium property except within an enclosed garage. No boat, recreational vehicle, camping trailer, utility trailer, mobile home, or other motorized machinery or

equipment shall be parked on the condominium property outside of an enclosed garage for more than 72 hours in any month. No incinerator or trash burner shall be permitted on the condominium property and no garbage or trash container shall be located outside of any apartment, or the garage thereof, except on scheduled trash collection days.

No animals, livestock, fowl or poultry, of any kind, shall be raised, breed or kept on the condominium property except that dogs, cats, or other household pets may be kept in an apartment, provided that they are not housed outside of such apartment.

No exterior television or radio antenna of any sort shall be placed, allowed or maintained upon any part of the condominium property except within an apartment. Garage doors shall be kept closed except when in use.

No motor powered vehicles of any type shall be driven on any part of the grounds included in this condominium property regime except upon the paved portion of the private streets and the driveways and then only for ingress and egress to the apartments included in this condominium property regime.

F. One area light or street light may be connected to the electrical wiring system of each apartment. The electrical power for such light will be metered through the meter for the respective apartments. Maintenance, repair and/or replacement of such street and area lights, other than electricity, shall be treated as common element maintenance.

G. Co-owners representing three-fourths (3/4) or more of the total basic value of all of the property included within this condominium property regime may at any time in writing, duly acknowledged and recorded, effect an amendment to this Master Deed, and to the By-Laws and plans attached thereto; provided, however, that any such modification or amendment shall not be binding upon the holder of record of any existing mortgage or Deed of Trust unless such mortgage holder or the beneficiary under such Deed of Trust likewise consents to such modification or amendment in writing.

Notwithstanding the foregoing, the undersigned owner executing this Master Deed, to-wit: R & H Dwellings, Inc., does hereby reserve to itself the full right, power and authority to file any and all amendments to this Master Deed which may be necessary or advisable in order that the said Master Deed, as amended, shall accurately reflect the buildings and other details applicable to the apartments as well as other improvements actually constructed prior to the time of filing any such amendments, provided however, that in any such amendment the basic value as assigned to the respective apartments shall remain the same. This reservation is made because at the time of filing of this original Master Deed not all of the construction has been completed as to the interior of certain apartments. Buyers of apartments in this condominium property regime take title subject to this reservation.

#### EXHIBIT V

#### SOLAR VALLEY CONDOMINIUM PROPERTY REGIME

The covenants, conditions and restrictions relating to this condominium property regime are as follows:

A. Solar Valley Condominium Association, a Nebraska nonprofit corporation, has been incorporated to provide a vehicle for the management of the condominium. Each co-owner shall automatically be deemed a member of said Association. The By-Laws of said Association are also the By-Laws of this condominium property regime and are set forth in Exhibit VI attached to the Master Deed.

3. The common elements are for the use and enjoyment of all co-owners. The ownership of the common elements shall remain undivided and no person or co-owner shall bring any action for the partition or division of the common elements. The association shall from time to time establish rules and regulations for the use of the common elements and all co-owners and users shall be bound thereby. The association shall have the sole jurisdiction over and responsibility for making alterations, improvements, repairs and maintenance of the common elements. The share of a co-owner in the common elements is appurtenant to his apartment and inseparable from apartment ownership. Assessments against co-owners for insurance, common elements expenses and reserves and for other expenses incurred by the Association shall be made pursuant to the By-Laws. Assessments paid in ten (10) days after the date when due shall not bear interest, but all sums not paid within said ten (10) day period shall bear interest at the highest legal rate permitted to be charged to individuals (not to exceed 16% per annum) from due date until paid. If any co-owner shall fail or refuse to make any payment of such assessments when due, the amount thereof, plus interest, shall constitute a lien upon the co-owners interest in his apartment and in the property, and upon the recording of such lien by the Association in the office of the Register of Deeds of Douglas County, Nebraska, shall be a lien having a priority and preference over all other liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and duly recorded mortgage and lien instruments.

C. Each co-owner shall:

- (i) Maintain, repair and replace at his expense all portions of his apartment which are not included within the definition of common elements.
- (ii) Refrain from painting, decorating or changing the appearance of any portion of the exterior of the building, unless he shall have received prior written approval from the association.
- (iii) Promptly report to the Association any defect, or need for repairs, which is the responsibility of the Association.

D. Each apartment shall be used and occupied only by one (1) family, its servants and guests, as a residence and for no other purpose. No apartment may be subdivided into smaller units, nor may any portion thereof be sold or transferred without first amending this Master Deed to show the changes in the apartment or apartments to be subdivided.

E. No practice or use shall be permitted on the condominium property or in any apartment which is a part thereof, which shall be an annoyance to owners or residents of the area or which shall interfere with the peaceful use and enjoyment of the apartments and the common elements. All portions of the property included within this condominium property regime and of the apartments included therein shall be kept clean and sanitary and no use thereof shall be made which constitutes a violation of any laws, zoning ordinances, governmental regulations, or regulations of the Association.

No motor vehicles shall be repaired on the condominium property except within an enclosed garage. No boat, recreational vehicle, camping trailer, utility trailer, mobile home, or other motorized machinery or equipment shall be parked on the condominium property outside of an enclosed garage for more than 72 hours in any month. No incinerator or trash burner shall be permitted on the condominium property and no garbage or trash container shall be located outside of any apartment, or the garage thereof, except on scheduled trash collection days.

No animals, livestock, fowl or poultry, of any kind, shall be raised, breed or kept on any of the condominium property except that dogs,

cats, or other household pets may be kept in an apartment, provided that they are not housed outside of such apartment.

No exterior television or radio antenna of any sort shall be placed, allowed or maintained upon any part of the condominium property except within an apartment. Garage doors shall be kept closed except when in use.

No motor powered vehicles of any type shall be driven on any part of the grounds included in this condominium property regime except upon the paved portion of the private streets and the driveways and then only for ingress and egress to the apartments included in this condominium property regime.

F. One area light or street light may be connected to the electrical wiring system of each apartment. The electrical power for such light will be metered through the meter for the respective apartments. Maintenance, repair and/or replacement of such street and area lights, other than electricity, shall be treated as common element maintenance.

G. Co-owners representing three-fourths (3/4) or more of the total basic value of all of the property included within this condominium property regime may at any time in writing, duly acknowledged and recorded, effect an amendment to this Master Deed, and to the By-Laws and plans attached thereto; provided, however, that any such modification or amendment shall not be binding upon the holder of record of any existing mortgage or Deed of Trust unless such mortgage holder or the beneficiary under such Deed of Trust likewise consents to such modification or amendment in writing.

Notwithstanding the foregoing, the undersigned owner executing this Master Deed, to-wit: R & H Dwellings, Inc., does hereby reserve to itself the full right, power and authority to file any and all amendments to this Master Deed which may be necessary or advisable in order that the said Master Deed, as amended, shall accurately reflect the buildings and other details applicable to the apartments as well as other improvements actually constructed prior to the time of filing any such amendments, provided however, that in any such amendment the basic value as assigned to the respective apartments shall remain the same. This reservation is made because at the time of filing of this original Master Deed not all of the construction has been completed as to the interior of certain apartments. Buyers of apartments in this condominium property regime take title subject to this reservation.



EXHIBIT VI

BY-LAWS

OF

SOLAR VALLEY CONDOMINIUM ASSOCIATION  
A Nebraska Nonprofit Corporation,

and of

SOLAR VALLEY CONDOMINIUM PROPERTY REGIME

1. These By-Laws are intended to cover the operations of Solar Valley Condominium Association, a Nebraska nonprofit corporation, and they are also intended to govern the administration of Solar Valley Condominium Property Regime.

2. The corporate seal shall bear the name of Solar Valley Condominium Association.

3. Members. Solar Valley Condominium Association has been organized to provide a means for the administration and management of Solar Valley Condominium Property Regime, in Douglas County, Nebraska. Membership in the corporation is automatically granted and restricted to record owners of apartments in said condominium property regime. The vote on behalf of any apartment in said condominium property regime shall be in person by the record owner thereof, provided, however, that if any such 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 Solar Valley Condominium Association. No other form of proxy voting will be permitted. Each apartment in Solar Valley Condominium Property Regime shall be entitled to one (1) vote.

4. Meetings of members. The annual meeting of the members of Solar Valley Condominium Association will be held on the first Monday, which is not a national holiday, in the month of February, of each year, at 7:00 o'clock P.M., at 307 East Condon Street, located at Valley, Nebraska 68064, for the purpose of electing a Board of Administrators, who shall also constitute the directors of said Association, as well as for the transaction of any other business that may properly come before the meeting of the members. No notice of such annual meetings need be given.

Special meetings of the members of Solar Valley Condominium Association may be called by the President or Vice-President, or by a majority of the Board of Administrators (directors) and shall be called by the Secretary of said Association upon receipt by such Secretary of a written request signed by members of the Association owning at least one-half (1/2) of the total basic value of Solar Valley Condominium Property Regime. Notice of special meetings shall be given by written notice delivered or mailed to the owner of each apartment within said property regime not less than ten (10) days prior to the date of such special meeting. Such notice may be waived, either before, at or after such special meeting.

5. Quorum. A quorum at meetings of members of the Association shall consist of persons owning a majority of the total basic value of Solar Valley Condominium Property Regime, provided however, that at any meeting where less than a quorum may be in attendance, such meeting may be adjourned from time to time, without further notice, by a majority vote of the total basic value represented at such meeting. The affirmative vote of persons owning a majority of the total basic value of Solar Valley Condominium

Property Regime shall be required to adopt any decision on the part of the members of Solar Valley Condominium Association.

6. Management. The affairs of Solar Valley Condominium Association shall be managed by a board of not less than three (3) nor more than four (4) administrators (also known as directors) elected by the members at the annual meeting of the members, the number of administrators to be set annually by vote of the members at said annual meeting. Vacancies occurring in memberships on such Board shall be filled by the remaining administrators. The term of each administrator shall be until the next annual meeting of the members, and until his successor is duly elected and qualified. The Board of Administrators shall have authority for the care, upkeep and surveillance of the building and the general and the limited common elements or services included in Solar Valley Condominium Property Regime and shall also have the authority for the designation and dismissal of personnel necessary for the works and the general or limited common services for the building. Compensation of administrators and of 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 property regime may be entered into with an Administrator or with an entity of which he is a representative or owner. Any Administrator may be removed by a majority vote of the members at any special meeting of the members called for the purpose and the vacancy thus created shall be filled at such special meeting by the members.

Notwithstanding the foregoing, until January 31, 1986, or until the party who shall sign the original Master Deed for Solar Valley Condominium Property Regime shall elect in writing to waive its rights to elect the Administrators (whichever shall first occur), the Administrators of the condominium property regime shall be chosen by the party executing the Master Deed creating the condominium property regime.

A majority of the Administrators shall constitute a quorum and any action taken by a majority vote of the Administrators present at a meeting which has a quorum shall constitute the act of the Administrators.

7. Meetings of Administrators. The annual meeting of the Administrators shall immediately follow the annual meeting of the members. No notice of such annual meeting shall be required. Special meetings of the Administrators may be called by the President, or by a majority of such Administrators, upon twenty-four (24) hours prior notice of the meeting given personally, by mail, by telephone, or by telegraph. Notice of such meeting may be waived either before, at or after the meeting.

8. Officers. The officers of Solar Valley Condominium Association shall be elected by the Administrators. Compensation of the officers shall be fixed by the Administrators. Any person may hold two (2) or more offices, but no one person shall at the same time 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) The President (or Vice-President in the absence or disability of the President) shall be the chief executive officer of the Association, shall preside at meetings of members and of Administrators, shall execute all contracts and instruments, shall have general management of corporate affairs and shall carry out all orders of the Board of Administrators.

(b) The Secretary shall record the minutes of meetings of Administrators and members and shall have custody of the corporate seal and affix it to such instruments as are authorized by the Administrators and shall perform such other duties as may be prescribed by the President or by the Administrators.

(c) The Treasurer shall have custody of corporate funds and securities of the Association, shall account for all corporate receipts and

disbursements, and shall perform such other duties as may be prescribed by the President or the Administrators.

9. Budget. The Board of Administrators shall adopt a budget for each calendar year, which shall include the estimate of funds required to defray common expenses in the coming year and to provide funds for current expenses, reserves for deferred maintenance, reserves for replacements, and reserves to provide a working fund or to meet anticipated losses. The budget shall be adopted in November of each year for the coming calendar year and copies of the budget and proposed assessments shall be sent to each owner on or before December 31st preceding the year for which the budget is made. Budgets may be amended during a current year when necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each owner as promptly as possible. The foregoing requirements as to the timing of the preparation of the budget and the sending of the same to owners shall not apply to any budgeting for any period of time prior to December 31, 1985.

There shall be no enlargement of the common elements or additional structures built as part of the common elements if such enlargement or additional construction shall cost more than Three Thousand Dollars (\$3,000.00) unless and until such enlargement or construction is approved in writing by co-owners representing at least three-fourths (3/4) of the total basic value of the condominium property regime and until a proper amendment of the Master Deed has been executed, acknowledged and recorded.

10. Assessments. Assessments against each owner of an apartment in Solar Valley Condominium Property Regime shall be made annually for common expenses on or before the 1st day of the year for which such assessments are made. The annual assessments shall be due in twelve (12) equal monthly installments on the 1st day of each month during such year. The assessment to be levied against each such apartment shall be such apartment's prorata share of the total annual budget based upon the percentage of such apartment's basic value as set forth in the Master Deed establishing the condominium property regime. In case of an amended budget as provided in the preceding paragraph, the amended assessment shall be payable at the time specified in the notice of the amended assessment sent to each apartment owner. If any apartment owner shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the member in his apartment and the Administrators may record such lien in the Office of the Register of Deeds of Douglas County, Nebraska, whereupon said lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and other lien instruments. Assessments delinquent more than ten (10) days after the due date shall bear interest at the highest legal rate permitted to be charged to individuals (not to exceed 16% per annum) from the due date until paid. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due and payable at the option of the administrators.

11. Insurance. Insurance policies upon the properties within Solar Valley Condominium Property Regime, including any building and common elements improvements, but excluding the furnishings of individual apartments, shall be purchased by and in the name of Solar Valley Condominium Association for the benefit of the Association and the apartment co-owners and the mortgagees as their interests may appear. Provision shall be made (if possible) for the issuance of certificates of insurance to holders of first mortgages upon individual apartments. The insurance shall cover the building, all improvements on the land and all personal property included in the general and limited common elements in an amount equal to the full insurable value thereof (excluding foundations, walks, drives, and excavation costs) as determined annually by Solar Valley Condominium Association, but with co-insurance clauses being permitted. Such coverage shall afford protection against loss:

by fire and extended coverage hazards. In addition, insurance shall be procured for workmen's compensation coverage, as needed, and at least \$10,000.00/\$300,000.00 bodily injury and \$50,000.00 property damage public liability insurance covering the common elements and such other insurance as the Administrators of Solar Valley Condominium Association may deem advisable from time to time. Insurance premiums shall be assessed common element expense. Solar Valley Condominium Association is hereby irrevocably appointed agent for each co-owner of the apartments located in Solar Valley Condominium Property Regime and the mortgagees thereof, to adjust all claims arising under insurance policies purchased by said Association and to execute and deliver releases upon payment of claims without joinder by any such co-owner or mortgagee. All insurance proceeds shall be applied by said Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where damages exceed two-thirds (2/3) of the value of the building and other improvements. In such case and unless otherwise agreed upon in writing by owners representing three-fourths (3/4) of the total basic value of all properties in said condominium property regime, within one hundred twenty (120) days after such damage or destruction, the condominium property regime shall be deemed to have been waived and the property shall be subject to a partition action and may be sold and the proceeds, along with the insurance indemnity, shall be delivered to the co-owners and mortgagees, in accordance with their respective interests in the condominium property regime. In case the insurance proceeds do not equal the cost of repairs, the excess costs shall be considered a common element expense to be assessed and collected by said Association from the co-owners of the apartments in said condominium property regime; provided, however, that in such case of under insurance, the co-owners may, by unanimous resolution adopted after the date of loss, elect not to repair. Any excess proceeds of insurance so received and not expended shall be credited to the common element working fund. Nothing herein contained shall prevent the owner of any apartment in said condominium property regime from obtaining additional insurance on his apartment at his expense.

12. Access. Owners of apartments in Solar Valley Condominium Property Regime shall give permission to the Board of Administrators and other duly authorized personnel of Solar Valley Condominium Association to enter apartments within said condominium property regime at reasonable times for the purposes of inspection, repair and replacement of common elements such as but not limited to pipes, wires, conduits, ducts, cables and utility lines accessible from within such apartment.

13. Amendment. These By-Laws and the system of administration set out herein may be amended by co-owners representing at least two-third (2/3) of the total basic value of the properties in Solar Valley Condominium Property Regime as set forth in the Master Deed, but each such amendment shall comply with the Condominium Property Act of the State of Nebraska, particularly as to Section 76-815, Reissue Revised Statutes of Nebraska. Such amendment shall be executed and acknowledged by the President and attested by the Secretary of Solar Valley Condominium 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 manner as provided by law.

Executed this 10<sup>th</sup> day of December, 1983.

R & H DWELLINGS, INC.

By: Giffrey H. Radcliffe  
President

ATTEST:

Mark R. Holman  
Secretary

*6 Dec 1983*

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